



# SPECIFICATIONS REVISIONS

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**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

(c100a0b-0702) **LABOR** Contact may be made in advance of starting date with the Job Service Office of the Virginia Employment Commission at a location near you to secure referral of available qualified workers in all occupational categories. The closest office near you may be the office listed below:

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS REQUIRING COORDINATION BETWEEN STATE FORCES AND CONTRACT WORK, SUCH AS SEEDING, PAVEMENT MARKING, SIGNALS. DO NOT USE WHEN DEPARTMENT FURNISHES SIGNS.**  
**EXCEPTIONS: NONE.**

(c100b0b-0702) **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.

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

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

(c100d1b-1105) **VIRGINIA WORK AREA PROTECTION MANUAL (VWAPM)** – All work shall be accomplished in accordance with the requirements of the 2005 edition of the VWAPM and all revisions, regardless if the plans or other language in the Contract indicates any earlier edition.

5-25-05 (SPCN)

**GUIDELINES - ALL PROJECTS. [USE BY THE JULY 2007 ADVERTISEMENT IF POSSIBLE.]**  
**EXCEPTIONS: NONE.**

(c101a6b-0707) **SECTION 101.02—TERMS** of the Specifications is amended to replace the definition of “Engineer”, “Notice to Proceed” and “Plans” with the following terms:

**Engineer.** The Chief Engineer, as designated by the Commissioner of the Virginia Department of Transportation, who acts directly or through his duly authorized representative(s) and who is responsible for highway design, construction, and maintenance. The Engineer, or his representative(s), acts within the scope of the particular duties assigned to him or the authority given to him by the Virginia Department of Transportation Commissioner, these Specifications, supplemental specifications, and the Contract documents.

**Notice to Proceed.** The date of contract execution unless otherwise specified in the Contract.

**Plans.** The approved plans and standard drawings, profiles, cross sections, computer output listings, supplemental drawings or exact reproductions thereof, and all subsequent approved revisions thereto that show the location, character, dimensions, and details of the work specified in the Contract.

And to add the following definition:

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**Affiliate.** Any business entity which is closely associated to another business entity so that one has the power to control the other either directly or indirectly; or, where one business entity systematically shares resources, officers and/or other management with another business entity to the extent that a business relationship legally exists or is publicly perceived to exist; or, when a third party has the power to control both; or, where one business entity has been so closely allied with another through an established course of dealings, including but not limited to the lending of financial wherewithal or engaging in joint ventures, so as to cause a public perception that the two firms are one entity.

7-13-07 (SPCN)

**GUIDELINES - NO-PLAN PROJECTS AND WHEN REQUESTED BY THE ENGINEER (shown on bottom of last price sheet {VA. CONSTR. REG. NO.}).**  
**EXCEPTIONS: NONE.**

(c102a0b-0702) **REQUIRED ATTENDANCE OF PROJECT SHOWING** - Section 102.04 of the Specifications is amended to include the following:

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

4-1-87c, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS WHERE PREQUALIFICATION REQUIREMENTS ARE WAIVED.**  
**EXCEPTIONS: NONE.**

(c102b0b-0702) **PREQUALIFICATION** - The Contractor is advised that the provisions of Section 102 of the Specifications requiring Prequalification are waived on this contract.

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS HAVING A 90-DAY OR LESS TIME LIMIT. USE WITH SPECIAL PROVISION COPIED NOTE c103a. ALSO USE ON GUARDRAIL AND RUMBLE STRIP PROJECTS. NOT TO BE USED WITH SPECIAL PROVISIONS FOR WORKING SCHEDULE OR PLAN OF OPERATIONS.**

**EXCEPTIONS:**

— SAAP CONTRACTS: NOT TO BE USED.

— MAINTENANCE PROJECTS: NOT TO BE USED.

— MINIMUM PLAN PROJECTS: NOT TO BE USED (WITH THE EXCEPTION OF GUARDRAIL AND RUMBLE STRIP PROJECTS AS STATED ABOVE).

— NO PLAN PROJECTS: NOT TO BE USED (WITH THE EXCEPTION OF GUARDRAIL AND RUMBLE STRIP PROJECTS AS STATED ABOVE).

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- (c102c0b-0702) **SECTION 102.01 PREQUALIFICATION OF BIDDERS** of the Specifications is amended to replace the tenth paragraph with the following:

In the event the Contractor chooses not to submit a progress schedule, as provided in this Contract, the Contractor's progress will be determined on a straight line basis by comparing the percent of time used to the percent of work completed. When the percent of time used exceeds the percent of work completed by more than 10 percent at the time of the monthly progress estimate, notification may be given that, if the next monthly progress estimate shows more than a 10 percent delinquency, the Contractor may be removed from the list of prequalified bidders unless he can establish that such delinquency is due to conditions beyond his control. If removed, the Contractor will not be reinstated as a prequalified bidder until his progress has improved to where, in the judgment of the Department, the work can be completed within the contract time or the project is satisfactorily completed.

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS ADVERTISED FOR 3 WEEKS OR LESS.**  
**EXCEPTIONS: NONE.**

- (c102d0b-0702) **SECTION 102.04 EXAMINATION OF SITE OF WORK AND PROPOSAL** of the Specifications is amended to replace the first sentence of the third paragraph with the following:

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

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

- (c102f2b-0407) **SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS** of the Specifications is amended as follows:

**Section 102.01—Prequalification of Bidders** is amended to replace the last paragraph with the following:

All bidders shall return Form No. C-48 listing all subcontractors/suppliers that were solicited to supply quotes for work on this project within 10 calendar days after the date designated in the proposal for the opening of bids. This form shall show the vendor numbers, legal names of subcontractors/suppliers, whether DBE or non-DBE, and utilization or non-utilization for work on this project.

**Section 102.03—Interpretation of Quantities in Proposal** is amended to delete the last paragraph.

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**Section 102.05—Preparation of Bid** is amended to add the following:

The bidder shall acknowledge receipt of all revisions to the contract documents issued prior to receipt of bid by inserting the appropriate Revision Letter date(s) as part of his electronic bid submission. Failure by the bidder to acknowledge the Revision Letter date(s) with his bid when applicable will result in the bidder being considered non-responsive and the bid being rejected.

**Section 102.07—Proposal Guaranty** is amended to replace the first sentence of the first paragraph with the following:

A bid in excess of \$250,000.00 will not be accepted or considered unless accompanied by a guaranty in the form of a bid bond made payable to the Treasurer of Virginia.

**Section 102.08(a) Disqualification of Bidder** is revised to replace the second paragraph with the following:

affiliate as used herein shall conform to the definition in Section 101.02 Terms.

3-26-07 (SPCN)

**GUIDELINES** - PROJECTS HAVING A 90-DAY OR LESS TIME LIMIT. USE WITH SPECIAL PROVISION COPIED NOTE **c102c**. ALSO USE ON GUARDRAIL AND RUMBLE STRIP PROJECTS. NOT TO BE USED WITH SPECIAL PROVISIONS FOR WORKING SCHEDULE OR PLAN OF OPERATIONS.

**EXCEPTIONS:**

- SAAP CONTRACTS: NOT TO BE USED.
- MAINTENANCE PROJECTS: NOT TO BE USED.
- MINIMUM PLAN PROJECTS: NOT TO BE USED (WITH THE EXCEPTION OF GUARDRAIL AND RUMBLE STRIP PROJECTS AS STATED ABOVE).
- NO PLAN PROJECTS: NOT TO BE USED (WITH THE EXCEPTION OF GUARDRAIL AND RUMBLE STRIP PROJECTS AS STATED ABOVE).

(c103a0b-0702) **SECTION 103.06(e) PROGRESS SCHEDULE** - The provision of Section 103.06(e) of the Specifications requiring the submission of a progress schedule will not apply to this contract.

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES** - ALL PROJECTS:

**EXCEPTIONS: DO NOT USE IN EMERGENCY CONTRACT PROJECTS.**

(c103c2b-0706) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

**Section 103.02—Award of Contract** is amended to replace the last sentence of the paragraph with the following:

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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.

**Section 103.03—Cancellation of Award** is replaced by the following:

The Board, or the Commissioner; where permitted by law, may cancel the award of any contract at any time before the execution of the contract by all parties without liability to the State.

**Section 103.04—Return of Proposal Guaranty** is amended to replace the last sentence of first paragraph with the following:

When the Contractor withdraws his bid prior to award, after being the low bidder, the bid bond will be forfeited in accordance with the requirements of Section 2.2-4336 of the *Code of Virginia*.

**Section 103.05—Requirements of Contract Bond** is amended to replace the first sentence of first paragraph with the following:

Within 15 calendar days after notification, the successful bidder shall furnish the following bonds for contracts in excess of \$250,000:

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 exceed \$250,000.00 or if their current Ability Factor is less than 8.0, as determined by their prequalification status.

**Section 103.07—Execution and Approval of Contract** is replaced with the following:

#### **SECTION 103.07—EXECUTION AND CONTRACT AUDIT**

- (a) **Submittal and Execution of Contract:** The bid as submitted by the Contractor, including the documents specified in Section 103.06(a) of the Specifications shall constitute the Contract upon submittal of the contract bond, contract bodily injury and property damage liability insurance certificate, and workers' compensation insurance certificate and the final execution by the Department. If the Contract is not awarded within the time limit specified in Section 103.02 of the Specifications, the bidder may withdraw his bid without penalty or prejudice. No Contract shall be considered effective until it has been fully executed by all parties.
- (b) **Contract Audit:** The Contractor shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the Contractor during the life of the contract and for a period of not less than five years after date of final payment, or date Contractor is declared in default of Contract, or date of termination of the Contract.
  - 1. The documents and records shall include, but not be limited to those that were used to prepare and compute the bid, prepare all schedules used on the project, record the progress of work on the

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project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.

2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of Contractor's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the Contractor or the Contractor's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The Contractor shall make his personnel available for interviews when requested by the Department.
3. Upon request, the Contractor shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format. Data furnished by the Contractor that cannot be verified will be subject to a complete audit by the Department.

The Contractor shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The Contractor shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The Contractor shall be forthcoming in disclosing all sources and locations of media.

The Contractor shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit. Failure on the part of the Contractor to afford the Department immediate access or proper facilities for the audit will be considered failure to cooperate and will result in disqualification as a bidder in accordance with Section 102.08 of the Specifications.

Upon completion of the contract audit, any adjustments or payments as a result of the audit shall be made within 60 days from presentation of the Department's findings to the Contractor. Failure to make payment may result in disqualification as a bidder in accordance with Section 102.08 of the Specifications.

If the Contractor disagrees with the findings of the Department, the Contractor may appeal the decision in accordance with Section 105.16 of the Specifications or Section 33.1-386 of the *Code of Virginia* as applicable.

5-22-06 (SPCN)

**GUIDELINES - ALL PROJECTS.  
EXCEPTIONS:**

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- NOT TO BE USED ON PROJECTS HAVING OTHER SCHEDULING SPECIAL PROVISIONS AMENDING THIS SUBSECTION OF THE SPECIFICATIONS.
- NOT TO BE USED ON PROJECTS HAVING A 90-DAY OR LESS TIME LIMIT.
- NOT TO BE USED ON GUARDRAIL AND RUMBLE STRIP PROJECTS AND RESURFACING SCHEDULES.

(c103d0b-0805) **SECTION 103.06—CONTRACT DOCUMENTS** of the Specifications is amended to replace the first paragraph of (e) Progress Schedule with the following:

- (e) **Progress Schedule:** The Contractor shall submit a progress schedule on forms furnished by the Department. The schedule shall set forth the best estimate of the time required for completion of the items of work specified in the Contract. The schedule shall be submitted no later than 30 days after the date of contract execution and prior to the first monthly progress estimate. The progress schedule shall be duly executed by the Contractor after it has been accepted by the Engineer. If conditions change that would require a change in the Contractor's operations, the Contractor shall submit a revised progress schedule that has been mutually agreed on.

7-28-05 (SPCN)

**GUIDELINES - USE ONLY IN EMERGENCY CONTRACT PROJECTS.**  
**EXCEPTIONS: NONE.**

(c103f0b-0706) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

**Section 103.02—Award of Contract** is amended to replace the last sentence of the paragraph with the following:

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.

**Section 103.03—Cancellation of Award** is replaced by the following:

The Board, or the Commissioner; where permitted by law, may cancel the award of any contract at any time before the execution of the contract by all parties without liability to the State.

**Section 103.04—Return of Proposal Guaranty** is amended to replace the last sentence of first paragraph with the following:

When the Contractor withdraws his bid prior to award, after being the low bidder, the bid bond will be forfeited in accordance with the requirements of Section 2.2-4336 of the *Code of Virginia*.

**Section 103.05—Requirements of Contract Bond** is amended to replace the second paragraph with the following:

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Bidders will not be awarded an unbonded contract when their bid plus the balance of other unbonded contracts exceed \$250,000.00 or if their current Ability Factor is less than 8.0, as determined by their prequalification status.

**Section 103.07—Execution and Approval of Contract** is replaced with the following:

**SECTION 103.07—EXECUTION AND CONTRACT AUDIT**

- (a) **Submittal and Execution of Contract:** The bid as submitted by the Contractor, including the documents specified in Section 103.06(a) of the Specifications shall constitute the Contract upon submittal of the contract bond, contract bodily injury and property damage liability insurance certificate, and workers' compensation insurance certificate and the final execution by the Department. If the Contract is not awarded within the time limit specified in Section 103.02 of the Specifications, the bidder may withdraw his bid without penalty or prejudice. No Contract shall be considered effective until it has been fully executed by all parties.
  
- (b) **Contract Audit:** The Contractor shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the Contractor during the life of the contract and for a period of not less than five years after date of final payment, or date Contractor is declared in default of Contract, or date of termination of the Contract.
  - 1. The documents and records shall include, but not be limited to those that were used to prepare and compute the bid, prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.
  - 2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of Contractor's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the Contractor or the Contractor's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The Contractor shall make his personnel available for interviews when requested by the Department.
  - 3. Upon request, the Contractor shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format. Data furnished by the Contractor that cannot be verified will be subject to a complete audit by the Department.

The Contractor shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond

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agents and material suppliers. The Contractor shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The Contractor shall be forthcoming in disclosing all sources and locations of media.

The Contractor shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit. Failure on the part of the Contractor to afford the Department immediate access or proper facilities for the audit will be considered failure to cooperate and will result in disqualification as a bidder in accordance with Section 102.08 of the Specifications.

Upon completion of the contract audit, any adjustments or payments as a result of the audit shall be made within 60 days from presentation of the Department's findings to the Contractor. Failure to make payment may result in disqualification as a bidder in accordance with Section 102.08 of the Specifications.

If the Contractor disagrees with the findings of the Department, the Contractor may appeal the decision in accordance with Section 105.16 of the Specifications or Section 33.1-386 of the *Code of Virginia* as applicable.

5-22-06 (SPCN)

**GUIDELINES - PROJECTS WITH DETOURS (IN MUNICIPALITIES ONLY).**  
**EXCEPTIONS: NONE.**

(c104a0b-0702) **SECTION 104.04 (a) DETOURS** of the Specifications is replaced by the following:

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

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

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

The provision of detours and signing of alternate routes will not relieve the Contractor of the responsibility of ensuring the safety of the public or from complying with any requirements of these specifications affecting the rights of the

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public, including those concerning lights and barricades. Maintenance of all other detours shall be the responsibility of the Contractor.

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

3-1-96, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS REQUIRING FLAGGERS.**  
**EXCEPTIONS: NONE.**

(c104b0b-0105) **SECTION 104.04(c) FLAGGING TRAFFIC** is amended to replace the first paragraph with the following:

**Flagging Traffic:** Certified flaggers shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with the requirements of the *Virginia Work Area Protection Manual (VWAPM)*. Flaggers shall speak English only while performing their job duty as a flagger and shall use sign paddles to regulate traffic in accordance with the requirements of the *VWAPM*.

1-13-04 (SPCN)

**GUIDELINES - PROJECTS DESIGNED UNDER THE MINIMUM PLAN AND NO-PLAN CONCEPT.**  
**EXCEPTIONS:— DO NOT USE WITH SPECIAL PROVISION S105A0B OR SPCN c105g0b.**

(c105a0b-0702) **SECTION 105.10 CONSTRUCTION STAKES, LINES AND GRADES** of the Specifications is replaced by the following:

The Contractor shall perform all construction and other surveying which the Contractor deems necessary to construct this project in accordance with the Contract documents. The location of any reference points which may have been established by the Department and any control data which the Department may have will be made available to the Contractor upon request. The Department will be responsible for the accuracy of such reference points and control data. The cost for all surveying performed by the Contractor shall be included in the price bid for other items in the Contract.

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS HAVING TRAFFIC CONTROL DEVICES.**  
**EXCEPTIONS: NONE.**

(c105b0b-0702) **SECTION 105.02 PLANS AND WORKING DRAWINGS** of the Specifications is amended to replace the next to last sentence in the ninth paragraph with the following:

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The designs shall be in accordance with the specific editions of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* as required in Section 700 of the Specifications.

6-19-01, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS WITH DRAINAGE ITEMS (END SECTION, EW-12, DROP INLET, JUNCTION BOX-TYPE A).  
EXCEPTIONS: NONE.**

(c105c0b-0702) **SECTION 105.04 FURNISHING AND ERECTING PRECAST 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 in accordance with 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

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Signature and Title

9-15-95, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c105f1b-1106) **SECTION 105—CONTROL OF WORK** of the Specifications is amended as follows:

**Section 105.03—Conformity with Plans and Specifications** is amended to replace the second paragraph with the following:

Permissible tolerances for the elevation of subgrade and finished grade, and for the thickness of the various courses of pavement structure are specified in these specifications. If permissible tolerances are exceeded or if consistent deviations from the plans or abrupt changes in grade occur, even though within the tolerances, the affected areas shall be reconstructed to conform to the specified tolerance and provide a smooth riding surface. When it is not feasible to reconstruct the areas, payment will be made in accordance with the requirements of the applicable specification for each material placed.

**Section 105.06-Cooperation Of Contractor** is amended to replace the first paragraph with the following:

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The Contractor will be supplied with two copies of the executed Contract. The Department's *Road and Bridge Specifications* and the Department's *Road and Bridge Standards* will be available for purchase by the Contractor from the office of the Contract Engineer.

**Section 105.16 Submission And Disposition Of Claims** is amended to replace the last sentence of the fifth paragraph with the following:

If the Commissioner deems that all or any portion of a claim is valid, he shall have the authority to negotiate a settlement with the Contractor subject to the provisions of Section 2.2-514 of the Code of Virginia as amended.

And to add the following:

The Contractor shall submit a certification with the notice of claim using the following format:

Pursuant to Virginia Code § 18.2-498.4, I hereby certify that this contract claim submission for Virginia Department of Transportation Project \_\_\_\_\_ in \_\_\_\_\_ County, Virginia is a true and accurate representation of additional costs and/or delays incurred by (name of Contractor) in the performance of the required contract work. Any statements made, and known to be false, shall be considered a violation of the Virginia Governmental Frauds Act, punishable as allowed by the Virginia Code for a Class 6 Felony.

*(Company)*

*By:*

*As officer or duly appointed agent of (Company)*

*Title:*

*Date:*

*State Of:*

*City/County of \_\_\_\_\_, To-Wit:*

*I, the undersigned, a Notary Public in and for the City/ County and State aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, has this day acknowledged the same before me in my City/ County and State aforesaid.*

*Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.*

*Notary Public:*

*My commission expires:*

Claims submitted during the statutory period for submitting contract claims and submitted without the certification described above shall be returned to the

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Contractor. The Contractor shall be informed in writing that the submission was incomplete.

4-4-05 (SPCN)

**GUIDELINES - ALL PROJECTS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS:— DO NOT USE WITH SPCN c105a0b.**

(c105g0b-1106) **SECTION 105—CONTROL OF WORK** of the Specifications is amended as follows:

**Section 105.10—Construction Stakes, Lines, and Grades** is amended to add the following:

The Contractor shall provide and protect temporary construction benchmarks within the construction limits. Temporary construction benchmarks shall be located not farther than 500 feet apart for the total length of the project or as indicated on the plans. Temporary construction benchmarks that are disturbed during construction operations shall be reestablished by the Contractor at no additional cost to the Department.

4-4-05 (SPCN)

**GUIDELINES - MINIMUM-PLAN AND NO PLAN PROJECTS WITH EXCAVATION, EMBANKMENT and/or AGGREGATE.  
EXCEPTIONS: NONE.**

(c106a0b-0702) **SECTION 106.03(c) SOURCES FURNISHED BY THE CONTRACTOR** of the Specifications is replaced by the following:

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

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

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS SELECTED BY THE DISTRICT CONSTRUCTION ENGINEER. THIS COPIED NOTE IS ONLY USED WHEN LIQUIDATED DAMAGES ARE DIFFERENT THAN THOSE STATED IN SECTION 108.12.THE DOLLAR AMOUNT FOR EACH CALENDAR DAY BEYOND THE TIME LIMIT “(\$ \_\_\_\_\_)” MUST BE FILLED IN, OTHERWISE NO LIQUIDATED DAMAGES APPLY.  
EXCEPTIONS: NONE.**

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(c108a1b-0907) **SECTION 108.12 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 \$\_\_\_\_\_ for each calendar day beyond the time limit, including Sundays and Holidays, in which the Contract remains in an incomplete state.

8-24-07 (SPCN)

**GUIDELINES - ALL FEDERALLY FUNDED PROJECTS.**  
**EXCEPTIONS: NONE.**

(c108b0b-0702) **SECTION 108.01 SUBCONTRACTING** of the Specifications is amended to include the following:

Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Such agreement shall contain language that Federally required provisions and requirements of the prime Contract are made part of the agreement.

11-8-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS HAVING BOTH CALENDAR DAYS AND FIXED DATE TIME LIMITS.**  
**EXCEPTIONS: NOT FOR RESURFACING SCHEDULES.**

(c108c0b-0702) **SECTION 108.03 PROSECUTION OF WORK** of the Specifications is amended to include the following:

The Contractor's attention is directed to the calendar day and fixed date time limits set forth in the proposal. 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 this contract shall be continuously prosecuted once started and shall be completed within the calendar days established. The fixed time limit set for the contract will not be extended for any reason, therefore, the provisions of Section 108.09(b) of the Specifications will not apply to the fixed time.

4-1-87, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL STATE FUNDED PROJECTS ONLY.**  
**EXCEPTIONS: NONE.**

(c108d0s-0702) **SECTION 108.01 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, not to exceed a cumulative total of 10 percent of the original contract value. This will not, however, waive the requirements for prequalification, and will be

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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.

4-12-99, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS SELECTED BY THE DISTRICT CONSTRUCTION ENGINEER. THIS COPIED NOTE IS ONLY USED WHEN LIQUIDATED DAMAGES ARE DIFFERENT THAN THOSE STATED IN SECTION 108.12 AND/OR INCENTIVE APPLIES. THE DOLLAR AMOUNT FOR EACH CALENDAR DAY BEYOND THE TIME LIMIT AND/OR INCENTIVE "(\$\_\_\_\_\_)" MUST BE FILLED IN, OTHERWISE NO LIQUIDATED DAMAGES AND/OR INCENTIVE APPLIES. EXCEPTIONS: NONE.**

(c108e0b-0702) **SECTION 108.12 LIQUIDATED DAMAGES** of the Specifications is replaced by the following:

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

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

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS. (NOTE: FOR PROJECTS OVER \$15-MILLION DISTRICTS MUST SUBMIT A CONSTRUCTION ENGINEERING INSPECTION (CEI) BUDGET TO SET LIQUIDATED DAMAGES. EXCEPTIONS: DO NOT USE THIS SPCN IF PROJECT SPECIFIC LIQUIDATED DAMAGES ARE INCLUDED ELSEWHERE IN THE PROPOSAL.**

(c108i0b-0706) **TABLE I-1 SCHEDULE OF LIQUIDATED DAMAGES** of the Specifications is replaced by the following:

**TABLE I-1  
Schedule of Liquidated Damages**

<b>Original Contract Amount In Dollars</b>	<b>Daily Charge In Dollars</b>
0 - 500,000	350
500,001 - 2,000,000	600
2,000,001 - 8,000,000	1,350
8,000,001 - 15,000,000	2,500

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15,000,001 - Plus 3,100

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5-27-05 (SPCN)

**GUIDELINES - ALL PROJECTS.**

**EXCEPTIONS: DO NOT USE IN DUAL DATE OR EMERGENCY CONTRACT PROJECTS.**

**— NA**

(c108j2b-0907) **SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.02—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.

In the event the Contractor for matters of his convenience wishes to begin work later than 15 days from the Notice to Proceed as stated in Section 108.03 of the Specifications, he shall make such a request in writing to the Engineer promptly after the execution of the Contract. If the Contractor's start date is acceptable to the Engineer, 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 Contractor's requested 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. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he plans to begin the work.

**Section 108.03—Prosecution of Work** is amended to replace the first sentence with the following:

The Contractor shall begin work within 15 calendar days of the date of contract execution unless permitted otherwise by specific language in the Contract or as permitted by the provisions of Section 108.02 of the Specifications.

**Section 108.07—Character of Workers, Work Methods, and Equipment** is amended to add the following:

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

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the first estimate and shall be updated as changes occur but at least once a month.

**Section 108.09—Determination and Extension of Contract Time Limit** is replaced with the following:

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

If the satisfactory fulfillment of the Contract with extensions and increases meeting the requirements of Sections 104.02 and 104.03 of the Specifications requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request and, if authorized, the amount of additional time to be added to the contract time limit as well as the additional quantities that gave rise to the time extension will be listed in the extra work order.

With a fixed date contract when the date of contract execution and the date of notice to proceed are one and the same and where 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 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.

In the event the contract has a specified notice to proceed other than the date of contract execution and the Contract is not executed by the specified notice to proceed date the Contractor will receive an extension of time equal to the number of days between the specified notice to proceed date and the eventual date of contract execution.

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 and the significant dates that encompass the periods of delay. The timely submission to the Engineer of such information is essential for the Department to make an adequate evaluation of any subsequent claim received from the Contractor for an extension of the contract time limit.

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

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extensions of time attributable to weather conditions or conditions resulting from weather.

If there is a delay in the progress of the work due to unforeseen causes described hereinbefore, 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 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 108.13—Default of Contract** is revised to replace (a) with the following:

- (a) fails to begin the work under the Contract within 15 calendar days of the date of contract execution except as otherwise permitted by specific contract language or the provisions of Section 108.02 of the Specifications.

8-24-07 (SPCN)

**GUIDELINES - USE ON PROJECTS HAVING ASPHALT CONCRETE CONTAINING PG 76-22 – DO NOT DESIGNATE ITEMS CONTAINING PG 76-22 FOR PRICE ADJUSTMENT (E MIXES AND MODIFIED MIXES).  
EXCEPTIONS: NONE.**

- (c109a0b-0702) **PG 76-22 ASPHALT CEMENT ADJUSTMENT-** When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG-76-22, the Contractor shall show in the space provided on Form C-16A in the bid proposal the f.o.b. cost per ton or metric ton for asphalt cement PG-76-22 upon which bid items containing PG-76-22 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG-76-22 used. The Department will then adjust payments for asphalt concrete containing PG-76-22 by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the bid. Adjustments will be made at the time for partial payments for asphalt concrete containing PG-76-22 in accordance with the requirements of Section 109.07 of the Specifications.

12-9-97, Reissued 7-9-02 (SPCN)

**GUIDELINES – ALL PROJECTS.  
EXCEPTIONS: NONE.**

- (c109b5b-1007) **SECTION 109—MEASUREMENT AND PAYMENT** of the Specifications is amended as follows:

**Section 109.01(a)—Measurement by Weight** is amended to replace the ninth paragraph with the following:

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

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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.

**Section 109.04—Compensation for Altered Quantities** is amended to delete the last sentence of the second paragraph.

**Section 109.05(d)—Equipment** is replaced with the following:

- (d) **Equipment:** The Contractor shall provide the Engineer a list of all equipment to be used in the work. For each piece of equipment, the list shall include the serial number; date of manufacture; location from which equipment will be transported; and, for rental equipment, the rental rate and name of the company from which it is rented. The Contractor will be paid rental rates for pieces of machinery, equipment, and attachments necessary for prosecution of the work that are approved for use by the Engineer. Hourly rates will not exceed 1/176 of the monthly rates of the schedule shown in the *Rental Rate Blue Book* modified in accordance with the *Blue Book* rate adjustment tables that are current at the time the force account is authorized. Adjustment factors or rate modifications indicated on area maps in the *Blue Book* will not be considered when acceptable rates are determined. Hourly rates for equipment on standby will be at 50 percent of the rate paid for equipment performing work. Operating costs shall not be included in the standby rate.

Payment will be made for the total hours the equipment is performing work. When equipment is performing work less than 40 hours for any given week and is on standby, payment for standby time will be allowed for up to 40 hours, minus hours performing work. Payment will not be made for the time that equipment is on the project in excess of 24 hours prior to its actual use in the force account work. An amount equal to the *Blue Book* estimated operating cost per hour will be paid for all hours the equipment is performing work. This operating cost shall be full compensation for fuel, lubricants, repairs, greasing, fueling, oiling, small tools, and other incidentals. No compensation will be paid for the use of machinery or equipment not authorized by the Engineer.

The Contractor will be paid freight cost covering the moving of equipment to and from the specific force account operation provided such cost is supported by an invoice showing the actual cost to the Contractor. However, such payment will be limited to transportation from the nearest source of available equipment. If equipment is not returned to the nearest equipment storage lot but is moved to another location, the freight cost paid will not exceed the cost of return to the nearest storage lot.

The rates for equipment not listed in the *Blue Book* schedule shall not exceed the hourly rate being paid for such equipment by the Contractor at the time of the force account authorization. In the absence of such rates, prevailing rates being paid in the area where the authorized work is to be performed shall be used.

If the Contractor does not possess or have readily available equipment necessary for performing the force account work and such equipment is

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rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates, to which 15 percent of the invoice cost will be added for administrative cost and profit. If the invoice rate does not include the furnishing of fuel, lubricants, repairs, and servicing, the invoice rate will be converted to an hourly rate, and an amount equal to the *Blue Book* estimated operating cost per hour will be added for each hour the equipment is performing work.

**Section 109.07—Partial Payments** is amended to replace the first paragraph with the following:

Partial payments will be based on a monthly progress estimate consisting of approximate quantities and value of work performed as determined by the Engineer. When the method of measurement for a contract item is in units of each or lump sum, the value of work accomplished for partial payment will be determined on a pro rata basis. Partial payments will be made once each month for the work performed in accordance with the contract requirements except when the sum of the work performed during the month's estimate period is less than \$500.00. The Contractor will be given the opportunity to review the monthly progress estimate prior to each partial payment. Upon final acceptance, one last monthly estimate will be prepared and any additional partial payment will be vouchered for payment.

**Section 109.07—Partial Payments** is amended to replace the second paragraph with the following:

The monthly progress estimates for contractors on the Department's prequalification list will be prepared in accordance with the following schedule:

- (a) **Contractor companies whose name begins with the letter A through F:** The monthly progress estimate will be prepared on the 4th day of each month, beginning on the first 4th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.
- (b) **Contractor companies whose name begins with the letter G through P:** The monthly progress estimate will be prepared on the 11th day of each month, beginning on the first 11th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.
- (c) **Contractor companies whose name begins with the letter Q through Z:** The monthly progress estimate will be prepared on the 20th day of each month, beginning on the first 20th day following the date of the Contract execution, and on the same day of the succeeding months as the work progresses.

**Section 109.09—Final Payment** is amended to include the following:

After final acceptance and prior to final payment, the Contractor may request reimbursement for additional performance and payment bond premiums, but only to the extent that the final contract amount exceeds the original contract amount. If the Contractor claims for such bond premium reimbursement, the Contractor shall submit to the Department a written request for reimbursement

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of additional performance and payment bond premiums, together with a notarized statement from the surety, or its agent that certifies the Contractor's actual bond premium rate for any increase in contract amount above the original contract amount. Such request shall also contain the Contractor's calculation of the additional premium to be paid as verified by the surety or its agent.

Upon submission of such request from the Contractor, the Department will calculate the additional bond premium payment due the Contractor by multiplying the difference between the final contract amount, including all work orders, overruns, and adjustments, and the original contract amount, times the percentage bond premium rate provided by the Contractor and certified by the surety or its agent. The additional premium amount will be paid to the Contractor on the final estimate.

In the event there was a decrease in the original contract amount due to underruns, eliminated items or work, Contractor generated Value Engineering proposals, or other savings and there was a corresponding decrease in performance and payment bond premiums, the Contractor shall reimburse the Department the amount of the decreased premiums prior to the payment of the final estimate. Such reimbursement shall be accompanied by verification from the Contractor's surety or agent.

9-24-07c (SPCN)

**GUIDELINES - STATE FUNDED PROJECTS LESS THAN \$250,000.00 AND ALL MAINTENANCE PROJECTS (ALL SAAPS).**  
**EXCEPTIONS: NONE.**

(c110a0b-0702) **SECTION 110.02 (b) LABOR RATE FORMS** of the Specifications is amended by the following:

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

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL FEDERAL PROJECTS AND STATE FUNDED PROJECTS OVER \$250,000.**  
**EXCEPTIONS:**  
**—SAAP CONTRACTS: NOT TO BE USED.**

(c110b0b-0702) **SECTION 110.02 (b) LABOR RATE FORMS** of the Specifications is amended to replace the second sentence of the first paragraph with the following:

The Contractor shall submit an original and two copies of the form prior to approval of the second progress estimate and for each ninety-day period thereafter until the Contract has been completed.

8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS.**

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**EXCEPTIONS: NONE.**

(c110d0b-0103) **SECTION 110.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS** of the Specifications is amended to add the following paragraph:

Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations:

1. 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.
2. 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 the employee is protected by engineering controls.
3. 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.
4. Safety vest shall be worn by all exposed to vehicular traffic and construction equipment.
5. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, and removing traffic controls.
6. Flag persons shall be certified according to the Virginia Flagger Certification Program.
7. 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.
8. 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 strictly followed.
9. 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 Virginia Occupational Safety and Health agency (VOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use.
10. No person shall enter a confined space without training, permits and authorization.
11. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

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11-22-02 (SPCN)

**GUIDELINES - ALWAYS USE AND ONLY USE ON PROJECTS REQUIRING THE USE OF SPECIAL PROVISION S110A1F. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.] EXCEPTIONS: NONE.**

(c110e0b-1106) **SECTION 110.04—USE OF DISADVANTAGED BUSINESS ENTERPRISES (DBEs) -** The Special Provision for Section 110.04 of the Specifications is amended to replace the first sentence of the first paragraph of the subsection titled Verification of DBE Participation and Imposed Damages with the following:

Within fourteen days after contract execution, the Contractor shall submit to the Engineer 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 subcontractor.

12-12-05 (SPCN)

—100 SERIES SPCNs for  
CNSP PROGRAM AUTO-PICKS FOR DUAL DATE CONTRACTS—

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**GUIDELINES – DUAL DATE CONTRACT PROJECTS ONLY. DUAL DATE CONTRACTS MUST ALWAYS INCLUDE SPCN's cd102vb, cd103vb, and cd108vb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "DUAL DATE" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU. EXCEPTIONS: NONE.**

(cd102vb-0706) **SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:

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

12-15-05 (SPCN)

**GUIDELINES – DUAL DATE CONTRACT PROJECTS ONLY. DUAL DATE CONTRACTS MUST ALWAYS INCLUDE SPCN's cd102vb, cd103vb, and cd108vb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "DUAL DATE" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU. EXCEPTIONS: NONE.**

(cd103vb-0706) **SECTION 103.06—CONTRACT DOCUMENTS** of the Specifications is amended to include the following:

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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.

12-15-05 (SPCN)

**GUIDELINES – DUAL DATE CONTRACT PROJECTS ONLY. DUAL DATE CONTRACTS MUST ALWAYS INCLUDE SPCN's cd102vb, cd103vb, and cd108vb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "DUAL DATE" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU**  
**EXCEPTIONS: NONE.**

(cd108vb-0706) **SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.02—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 108.03—Prosecution of Work** is amended to replace the first sentence with the following:

The Contractor shall begin work on his selected start date or no later than 10 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 108.07—Character of Workers, Work Methods, and Equipment** is amended to add the following:

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

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the first estimate and shall be updated as changes occur but at least once a month.

**Section 108.09—Determination and Extension of Contract Time Limit** is replaced with the following:

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

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

The Engineer may give consideration to an extension of time where a delay occurs due to unforeseen circumstances or causes beyond the control of, or not attributable to any fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to conditions resulting from 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 and the significant dates that encompass the periods of delay. The timely submission to the Engineer of such information is essential for the Department to make an adequate evaluation of any subsequent claim received from the Contractor for an extension of the contract time limit.

**Section 108.13—Default of Contract** is amended to replace the first paragraph and its subsequent subparagraphs with the following:

The Contractor may be declared in default if he does *any* one of the following:

- (a) fails to begin the work under the Contract within 10 consecutive calendar days after the Contractor's selected start date for this Contract.
- (b) fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure prompt completion of the work

- (c) performs the work unsuitably or neglects or refuses to remove materials or perform anew work that is unacceptable
- (d) discontinues prosecution of the work
- (e) fails to resume work that has been discontinued within a reasonable time after notice to do so
- (f) becomes insolvent, is declared bankrupt, or commits any act of bankruptcy or insolvency
- (g) allows any final judgment to stand against him unsatisfied for a period of 10 days
- (h) makes an assignment for the benefit of creditors
- (i) fails for any other cause whatsoever to carry on the work or contractual obligations in an acceptable manner

5-30-06 (SPCN)

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—100 SERIES SPCNs for CNSP PROGRAM AUTO-PICKS FOR EMERGENCY CONTRACTS—

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**GUIDELINES – EMERGENCY CONTRACT PROJECTS ONLY. EMERGENCY CONTRACTS MUST ALWAYS INCLUDE SPCN's ce103sb, ce106sb, and ce108sb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "EMERGENCY CONTRACT" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU EXCEPTIONS: NONE.**

(ce103sb-0706) **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, 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.

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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 exceed \$250,000.00 or if their current Ability Factor is less than 8.0, as determined by their prequalification status.

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

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

**Section 103.08—Failure to Furnish Bonds or Certificate of Insurance** is amended to replace the first sentence of the first paragraph with the following:

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

7-17-06 (SPCN)

**GUIDELINES – EMERGENCY CONTRACT PROJECTS ONLY. EMERGENCY CONTRACTS MUST ALWAYS INCLUDE SPCN's ce103sb, ce106sb, and ce108sb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "EMERGENCY CONTRACT" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU**  
**EXCEPTIONS: NONE.**

(ce106sb-0706) **SECTION 106—CONTROL OF MATERIAL** of the Specifications is amended as follows:

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

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

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

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

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

5-31-06 (SPCN)

**GUIDELINES – EMERGENCY CONTRACT PROJECTS ONLY. EMERGENCY CONTRACTS MUST ALWAYS INCLUDE SPCN's ce103sb, ce106sb, and ce108sb WHICH WILL BE AUTOMATICALLY INCLUDED IN THE PROPOSAL WHEN THE "EMERGENCY CONTRACT" OPTION IS CHOSEN FROM THE "CNSP" PROGRAM MENU EXCEPTIONS: NONE.**

(ce108sb-0706) **SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.02—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.

In the event the Contractor for matters of his convenience wishes to begin work later than 15 days from the Notice to Proceed as stated in Section 108.03 of the Specifications, he shall make such a request in writing to the Engineer promptly after the execution of the Contract. If the Contractor's start date is acceptable to the Engineer, 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 Contractor's requested 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. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he plans to begin the work.

**Section 108.03—Prosecution of Work** is amended to replace the first sentence with the following:

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

**Section 108.07—Character of Workers, Work Methods, and Equipment** is amended to add the following:

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

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the first estimate and shall be updated as changes occur but at least once a month.

**Section 108.09—Determination and Extension of Contract Time Limit** is replaced with the following:

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

If the satisfactory fulfillment of the Contract with extensions and increases meeting the requirements of Sections 104.02 and 104.03 of the Specifications requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request and, if authorized, the amount of additional time to be added to the contract time limit as well as the additional quantities that gave rise to the time extension will be listed in the extra work order.

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 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 and the significant dates that encompass the periods of delay. The timely submission to the Engineer of such information is essential for the Department to make an adequate evaluation of any subsequent claim received from the Contractor for an extension of the contract time limit.

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 weather conditions or conditions resulting from weather.

If there is a delay in the progress of the work due to unforeseen causes described hereinbefore, 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 completion of the work, then consideration may be given to granting an extension of time that will

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encompass a suitable period during which such work can be expeditiously and acceptably performed.

**Section 108.13—Default of Contract** is amended to replace the first paragraph and its subsequent subparagraphs with the following:

The Contractor may be declared in default if he does *any* one of the following:

- (a) fails to begin the work under the Contract within 10 consecutive calendar days after the Contractor's selected start date for this Contract.
- (b) fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure prompt completion of the work
- (c) performs the work unsuitably or neglects or refuses to remove materials or perform anew work that is unacceptable
- (d) discontinues prosecution of the work
- (e) fails to resume work that has been discontinued within a reasonable time after notice to do so
- (f) becomes insolvent, is declared bankrupt, or commits any act of bankruptcy or insolvency
- (g) allows any final judgment to stand against him unsatisfied for a period of 10 days
- (h) makes an assignment for the benefit of creditors
- (i) fails for any other cause whatsoever to carry on the work or contractual obligations in an acceptable manner

5-30-06 (SPCN)

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— **100 SERIES SPs (SPECIAL PROVISIONS)** —

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**GUIDELINES - ALL FEDERAL-AID PROJECTS – CONTACT CONSTRUCTION DIVISION FOR THE LATEST WAGE RATES.**  
**EXCEPTIONS: NONE.**

SF001AF-0702

**PREDETERMINED MINIMUM WAGE RATES**

Reissued July 9, 2002

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U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON  
**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor



E. Irving Manger, Associate Administrator  
Division of Wage Determinations  
Wage and Labor Standards Administration

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**GUIDELINES - FEDERAL-AID PROJECTS.**  
**EXCEPTIONS: NONE.**

SF010BF-0807

**FHWA 1273 AND MEMORANDUM**

August 22, 2007c

**REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273)** and the FHWA memorandum with the subject title **THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810** shall apply to this contract. In accordance with this memorandum the Contractor is hereby advised that the submission of Form C-50 (FHWA 47) used to fulfill the reporting requirements of Section VI. Record of Materials, Supplies, and Labor of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is no longer required on Federal Aid Construction Contracts. Only that part of Section VI. of **FHWA 1273** is thus eliminated. All the other parts remain in effect.

=====

FHWA-1273 Electronic version -- March 10, 1994

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. 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 superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required

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Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:  
  
Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his 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

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- compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 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 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 minority group employees.
    - 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 minority groups in the area from which the project work force would normally be derived.
    - a. 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
    - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
    - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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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 his 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 his avenues of appeal.
  
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
8. **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.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number 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;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is

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attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

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- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

**4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**

a. Apprentices:

- (1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and

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wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) 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 DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

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Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. 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.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

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The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government

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- Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
    - (2) that such 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 the Regulations, 29 CFR 3;
    - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - e. 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 2d of this Section V.
  - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
  - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

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- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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 State. 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).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
  - 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

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 SHA 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

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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. 333).

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. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

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1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the

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- department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
  - i. 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.
  - 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.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-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;

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- c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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- 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 Covered Transactions:**

- 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 participation in this transaction 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.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(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

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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 his or her bid or proposal that he or she 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.
-

**MEMORANDUM**



U.S. Department of  
Transportation  
**Federal Highway  
Administration**

**MEMORANDUM**

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**Subject: ACTION:** The Discontinuance of the FHWA-45, FHWA-47 & FHWA-810 **Date:** May 22, 2007

**From:** /s/ Original signed by **In Reply** HIPA-10  
Dwight Horne, **Refer to:**  
Director Office of Program Administration

**To:** Directors of Field Services  
Division Administrators  
Federal Lands Administrator

Effective immediately, Divisions and/or our State Transportation Agency (STA) partners will no longer be required to submit data to HIPA-10 that is collected as it relates to:

The FHWA-45, Bid Price Data<sup>1</sup>,

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds<sup>2</sup>, and

The FHWA-810, Bid Tabulation Data<sup>3</sup>

For several years, STAs have commented that the reports generated from the data collection efforts were of little utility and that there were statistical limitations, statistical significance, and accuracy issues with the data which were felt could result in misleading information. There was also a noted reporting burden on States and contractors. The suggestions have often been to eliminate the reporting requirements all together.

In 2003, the GAO conducted a review of the States' highway construction costs. As part of its review, the GAO reviewed FHWA's cost data collection requirements. In its discussions, the GAO also identified similar issues and concerns with the data series as discussed above. In a December 2003 report GAO made recommendations to FHWA to review the usefulness and accuracy and/or under reporting of the data collected.

As a result, FHWA has determined that it is appropriate to discontinue the reporting requirements for the FHWA 45, 47 and 810 as collection of this data for needed reports such as the "Highway Statistics" publication can be collected through other means. The main reasons for this decision are the strong disinterest in the data collection activities and comments provided to us by our STA partners suggesting that we are not collecting the data extensively enough to be of utility. We will also be going through an abridged regulatory update as appropriate to reflect this action.

Please contact Bob Wright, at 202-366-4630, to answer any questions and/or for additional information on this matter.

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- . The FHWA 45, Bid Price Data, was collected on NHS projects over \$500,000. The FHWA 45 served as a means to compute the highway construction bid price index, which is published in the document "Price Trends for Federal-aid Highway Construction. The data was used in our "Highway Statistics" publication and by other outside sources, including its use by congressional committees in their deliberations on pending new highway legislation.
  - . The FHWA 47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, was collected on all NHS projects over \$1,000,000. The FHWA 47 served as a means to collect data related to the quantities of materials, supplies and labor used for various types of highway construction. The data reported on this form was used primarily to compute usage factors for these various materials, supplies, and labor. These factors were used to determine the economic impacts of cuts or increases in the cost of Federal-aid highway construction.
  - . FHWA 810, Bid Tabulation Data was collected on all NHS projects. The needs for the FHWA 810 have been to compute national summaries on the largest contract awards and contract size statistics. The data was also used to produce state-by-state summaries on contracts awards, number of bids and average number of bids.
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**GUIDELINES - FOR USE WITH APPALACHIAN REGIONAL COMMISSION FUNDS. DO NOT USE WITH APD FUNDS. USE WITH SF010AF. EXCEPTIONS: NONE.**

SF020AF-0702

Reissued July 9, 2002  
FHWA-1273 Electronic Version – March 10, 1994

**ATTACHMENT A- EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS  
(Applicable to Appalachian contracts only.)**

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 he 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, by 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 1 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 contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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**GUIDELINES - FEDERAL-AID PROJECTS GREATER THAN \$10,000.00.**  
**EXCEPTIONS: NONE.**

SF030AF-0702

Reissued July 9, 2002

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%  
Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

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- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
  3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of

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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.

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- 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 in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the

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Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ATTACHMENT A**

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA .....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA .....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties .....	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	

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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 Isle of Wight; VA Matthews;  
 VA Middlesex; VA Southampton; VA Surry; VA Franklin.

Washington, DC:  
 020 Washington, DC.  
 SMSA Counties:  
 8840 Washington, DC - MD - VA ..... 28.0  
 DC District of Columbia; MD Charles; MD Montgomery MD Prince  
 Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William  
 VA Alexandria; VA Fairfax City; VA Falls Church.  
 Non- SMSA Counties ..... 25.2  
 MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke;  
 VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA  
 Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA  
 Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley;  
 WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

Tennessee:  
 052 Johnson City - Kingsport - Bristol, TN - VA  
 SMSA Counties:  
 3630 Johnson City - Kingsport -Bristol, TN-VA ..... 2.6  
 TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott; VA  
 Washington; VA Bristol.  
 Non-SMSA Counties ..... 3.2  
 TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee;

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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 Worcester; VA Accomack; VA  
Northampton.

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**GUIDELINES - ALL PROJECTS IN WHICH ANY OF THE REVISED STANDARDS THAT ARE REFERENCED IN THE SPECIAL PROVISION APPLY. EXCEPTIONS: NONE.**

S100A3B-1005

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**THE 2001 ROAD AND BRIDGE STANDARDS**

March 4, 2005

The **2001 ROAD AND BRIDGE STANDARDS** are amended as follows:

**SECTION 1300 - TRAFFIC CONTROL**

Page 1301.05, Standard CTE-2: The table for TYPE C dimensions c and e are revised accordingly, c = 25 <sup>15</sup>/<sub>16</sub>" and e = 23 <sup>5</sup>/<sub>8</sub>".

Page 1301.50, Standard JB - 1B, 2B, 3B, 4B, & 5B: The thickness of the concrete collar is revised to be 8 inches.

Page 1301.51, Standard JB – 1C, 2C, 3C, 4C, & 5C: The thickness of the concrete collar is revised to be 8 inches.

Page 1301.10, Standard LF-1: The vertical bars shown in the table and drawings shall be 8 - #8, all vertical reinforcing shall be number 8 and all tie bars shall be number 4.

Page 1301.65, Standard SSP-VA: The dimensions for post shape S3x5.7 in the table for Bolt Keeper Plate Data are revised accordingly A = 5 1/2" and B = 4 1/2".

Pages 1301.48, 1301.50 and 1301.51 are amended to include the following note:

J-Hook wire supports shall be securely attached to the junction box with a bolt and nut with a neoprene washer or an expansion fitting.

All standard drawings: Where applicable replace the reference to 1/2-inch conduit for ground wire with one-inch conduit.

Pages 1301.01, 1301.02, 1301.03, 1301.04, 1301.11, 1301.12, 1301.20 and 1301.21 are amended by replacing the note

Voids remaining after conductors exit or enter bell ends or bushings of conduits shall be sealed with silicone to prevent moisture or rodent entry.

with the following:

Open ends of conduits with conductors installed shall be sealed with an approved soft, pliable and easily removable, waterproof sealant. The sealant shall not have a deleterious effect on cable coverings.

Page 1301.96 is amended to replace the equation in step 4 of the sample problem with the following:

$$H = (A_1 \times H_1 + A_2 \times H_2) = (50 \times 11.5 + 12 \times 15.0) = 755 = 12.2(\dots)$$

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(A<sub>1</sub> + A<sub>2</sub>)

(50 + 12)

62 ft)

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## SECTION 1400 - UTILITIES

Page 1411.02, Standard SMH-1 is amended to replace the Flexible Connection note with the following:

Pipe to precast manhole connections shall be made with a flexible boot. The boot shall meet ASTM Specification C-923 and consist of Neoprene Rubber, EPDM Rubber or Polyisoprene Rubber, where preference may be given to a certain material in project specific instances. The internal expansion band to secure the boot in place shall be composed of stainless steel or a non-metallic material. The external band to clamp and seal the boot to the pipe shall be corrosion resistant stainless steel conforming to ASTM Specification A-167. The port to receive the boot shall be core drilled and should be manufactured to allow for lateral and vertical movement. All field installation of pipe thru manhole seal shall be done in accordance with the manufacturer's recommendations and specifications.

**GUIDELINES - ALL PROJECTS**  
**EXCEPTIONS: NONE**

S100B0B-0205

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PROJECT COMMUNICATION AND DECISION MAKING**

January 3, 2005

**I. DESCRIPTION**

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

**II. DEFINITIONS**

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

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

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

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

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

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

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

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

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

### III. PROCESS FOR DECISION MAKING

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

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

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

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

Both the Department and the Contractor shall agree on:

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

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

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



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

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

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

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

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

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

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



<b>Process</b>	1. RFI	2. RCA	3. CCD
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**GUIDELINES - FOR PROJECTS WITH 91 TO 210 CALENDAR DAYS, UNLESS OTHERWISE DIRECTED BY THE DISTRICT CONSTRUCTION ENGINEER.**  
**EXCEPTIONS:**  
**— SAAP CONTRACTS: USE ONLY IF APPROVED BY THE DISTRICT CONSTRUCTION ENGINEER.**

S102A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PLAN OF OPERATIONS**

October 1, 1999  
Reissued July 9, 2002

**SECTION 102.01 PREQUALIFICATION OF BIDDERS** of the Specifications is amended as follows:

The eighth paragraph is replaced by the following:

When the Contractor's actual progress is more than 10 percent behind anticipated progress, as computed in accordance with Section 109.07, notification may be given that if the next monthly progress estimate shows more than a 10 percent delinquency, the Contractor may be removed from the list of prequalified bidders. Prior to the recommendation for removal, the Contractor may meet with the Engineer to establish that such delinquency is due to conditions beyond the Contractor's control. If removed, the Contractor will not be reinstated as a prequalified bidder until progress has improved to where, in the judgment of the Engineer, the work can be completed within the contract time or the project is satisfactorily completed.

The first sentence of the tenth paragraph is replaced by the following:

When the dollar value of the work completed has reached 100 percent of the dollar value of the latest approved earning schedule, progress will be determined at the time of the monthly progress estimate by comparing the percentage of time used with the percentage of work completed.

**SECTION 103.06 (e) PROGRESS SCHEDULE** of the Specifications is replaced by the following:

(e) Plan of Operations - After notice of award the Contractor shall attend a preconstruction conference, called by the Engineer, at which time the Engineer and the Contractor will discuss the contemplated plan of operations.

Within 15 days after the preconstruction conference, the Contractor shall submit an initial written plan of operations covering the first six weeks of construction. This initial plan of operation shall be updated as required until a plan of operations is submitted for the remainder of the contract.

Within 45 days after the preconstruction conference, the Contractor shall submit a written plan of operations for the remainder of the contract. This plan of operations is to include an earnings schedule that reflects the planned critical operations and their monthly dollar value. The plan of operations shall be updated or supplemented as deemed necessary by the Contractor or as requested by the Engineer.

At least once a week, the Contractor shall advise the Engineer of the approximate timing for anticipated operations for the subsequent week and discuss major phases of the operation occurring in the next 30 days. Unless otherwise agreed upon, the Inspector shall be advised at least 24 hours in advance of any changes in planned operations or staging required herein and in Section 105.12.

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Please use the pages with the revised dates listed in the PRINT PAGE KEY.



The review and acceptance by the Engineer of the Contractor's plan of operation shall in no way relieve the Contractor of the responsibility to complete the work within the contract time limit, adjusted in accordance with the provisions of Section 108.09.

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

**SECTION 108 PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended to delete Section 108.08 - Progress Schedule.

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

**Section 109.07 Partial Payments** is amended as follows:

The third sentence in the first paragraph is replaced by the following:

Partial payments will be made once each month for the work performed in accordance with the contract requirements except when the sum of the work performed during the month's estimate period is less than \$500.00.

The fifth paragraph is replaced with the following:

The Department will deduct an amount equivalent to 5 percent of the monthly progress estimate on all unbonded contracts and will retain such monies until final payment is made in accordance with the requirements of Section 109.09. The balance less all previous partial payments will be vouchered for payment. After 50 percent of the total contract value has been completed and 5 percent has been retained on this amount, the Department will make the remaining partial payments in full provided the Contractor is maintaining a satisfactory rate of progress. *Total contract value* will be considered to mean the original amount of the contract except when the contract is increased or decreased by more than 20 percent, in which case, the adjusted total will be considered as the total contract value. The Department will not deduct retainage on bonded contracts provided the Contractor achieves and maintains a satisfactory rate of progress.

The sixth paragraph is replaced with the following:

If the Contractor's progress falls more than 10 percent behind the latest approved progress schedule on either a bonded or unbonded contract, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered unsatisfactory and 5 percent retainage will be withheld each month the Contractor is behind the progress schedule by more than 10 percent.

The last sentence of the seventh paragraph is replaced with the following:

When the percentage of time used exceeds the percentage of work completed by more than 10 percent, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered unsatisfactory and 5 percent retainage will be withheld on either bonded or unbonded contracts for each month the percentage of time used exceeds the percentage of work completed by more than 10 percent.

The eighth paragraph is replaced by the following:

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On bonded contract, when the Engineer determines that the Contractor's progress is considered satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate and the remaining monthly progress estimates payments will be made in full provided satisfactory progress continues to be made. The Department will continue to deduct 5 percent retainage on unbonded contracts as provided for herein.

The tenth and eleventh paragraphs are deleted.

**GUIDELINES - FOR PROJECTS WITH MORE THAN 210 CALENDAR DAYS, UNLESS OTHERWISE DIRECTED BY THE DISTRICT CONSTRUCTION ENGINEER.**

**EXCEPTIONS:**

- SAAP CONTRACTS: NOT TO BE USED.
- MAINTENANCE PROJECTS: NOT TO BE USED.
- MINIMUM PLAN PROJECTS: NOT TO BE USED.
- NO PLAN PROJECTS: NOT TO BE USED.

S102B0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**WORKING SCHEDULE**

October 1, 1999c  
Reissued July 9, 2002

**SECTION 102.01 PREQUALIFICATION OF BIDDERS** of the Specifications is amended as follows:

The eighth paragraph is replaced by the following:

When the Contractor's actual progress is more than 10 percent behind anticipated progress, as computed in accordance with Section 109.07 of the Specifications, notification may be given that if the next monthly progress estimate shows more than a 10 percent delinquency, the Contractor may be removed from the list of prequalified bidders. Prior to the recommendation for removal, the Contractor may meet with the Engineer to establish that such delinquency is due to conditions beyond the Contractor's control. If removed, the Contractor will not be reinstated as a prequalified bidder until progress has improved to where, in the judgment of the Department, the work can be completed within the contract time or the project is satisfactorily completed.

The first sentence of the tenth paragraph is replaced by the following:

When the dollar value of completed critical operations has reached 100 percent of the dollar value of the latest approved earning schedule, progress will be determined at the time of the monthly progress estimate by comparing the percentage of time used with the percentage of critical operations completed.

**SECTION 103.06 (e) PROGRESS SCHEDULE** of the Specifications is replaced with the following:

(e) Progress Schedule: After notice of award the Contractor shall attend a scheduling conference with the Engineer to develop a schedule in the form of a general outline of the Contractor's work plan. The Contractor shall also attend a preconstruction conference called by the Engineer at which time the Contractor's planned or contemplated operations will be discussed. The scheduling conference and the preconstruction conference may be held separately or simultaneously.

Within 15 days after the preconstruction conference, the Contractor shall submit a detailed schedule covering the next six weeks of construction. The Contractor shall submit an updated six week schedule every two weeks until the working schedule is submitted for the remainder of the project.

Within 45 days after the preconstruction conference, the Contractor shall submit to the Engineer for approval, a working schedule for the remainder of the project showing the sequence and interdependence of activities required for completion of the work, the date on which he will commence work and the contemplated dates for completing items of work. The working schedule should include diagrams, bar charts and tabular schedule report showing start and finish dates. Intermediate completion milestones shall be indicated and critical activities to accomplish those

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milestones shall be shown. The diagram shall clearly depict the order, interdependence, and duration for each activity. The critical path shall also be depicted. The diagram shall be neatly lettered and legibly drawn. A written narrative of the working schedule shall be submitted and describe each element shown. The narrative shall list the Contractor's work days per week, holidays, number of shifts per day and number of hours per shift.

The working schedule shall include, but not be limited to:

- (1) Mobilization
- (2) Critical shop and working drawing preparation, submittal and processing
- (3) Clearing and grubbing by direction
- (4) Excavation
- (5) Borrow excavation
- (6) Critical drainage items
- (7) Delivery schedule for critical items such as sign structures, signs, lighting facilities, traffic signals, precast items, and structural members
- (8) Utility relocation work by Contractor
- (9) Retaining walls per location
- (10) Subgrade and base for each roadway
- (11) Curb for each roadway
- (12) Pavement for each roadway
- (13) Guardrail for each roadway
- (14) Roadway lighting
- (15) Signing
- (16) Permanent pavement marking
- (17) Traffic signals
- (18) Approach slabs
- (19) Causeway and cofferdam construction
- (20) Beam or girder fabrication per structure
- (21) Pile installation per structure
- (22) Substructure concrete
- (23) Beam or girder erection per structure
- (24) Deck placement per structure
- (25) Parapets-per structure
- (26) Completion date

Additionally, the following information shall be included with the working schedule:

1. An earnings schedule which reflects the planned critical operations and their monthly dollar value.
2. Work that impacts the Contractor's commencement of a critical activity shall be identified.
3. Construction and maintenance or traffic milestones, including completion of construction on roadway sections, temporary detours and bridges, traffic openings, and lane closures and shifting, shall be indicated with the schedule.

Failure to include any element of work required for the scheduled performance of this contract shall not excuse the Contractor from completing the work in accordance with the requirements of the contract documents.

The working schedule shall be revised as deemed necessary by the Contractor or as requested by the Engineer. A separate narrative denoting changes to the previous schedule shall accompany the revised schedule.

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The review and acceptance by the Department of the Contractor's working schedule shall in no way relieve the Contractor of responsibility to complete the work within the contract time, adjusted in accordance with the provisions of Section 108.09.

In addition to submission of the working schedule described hereinbefore, the Contractor shall keep the Engineer informed of planned or contemplated operations on a continuing basis. At least once a week, the Contractor shall advise the Inspector of the approximate timing for anticipated operations of the subsequent week and discuss major phases of the operations occurring within the next 30 days. Unless otherwise agreed upon, the Inspector shall be advised at least 24 hours in advance of any changes in planned operations or staging required herein and in Section 105.12 of the Specifications.

**SECTION 108 PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended to delete Section 108.08 Progress Schedule.

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

**Section 109.07 Partial Payments** is amended as follows:

The third sentence in the first paragraph is replaced by the following:

Partial payments will be made once each month for the work performed in accordance with the contract requirements except when the sum of the work performed during the month's estimate period is less than \$500.00.

The fifth paragraph is replaced with the following:

The Department will deduct an amount equivalent to 5 percent of the monthly progress estimate on all unbonded contracts and will retain such monies until final payment is made in accordance with the requirements of Section 109.09. The balance less all previous partial payments will be vouchered for payment. After 50 percent of the total contract value has been completed and 5 percent has been retained on this amount, the Department will make the remaining partial payments in full provided the Contractor is maintaining a satisfactory rate of progress. *Total contract value* will be considered to mean the original amount of the contract except when the contract is increased or decreased by more than 20 percent, in which case, the adjusted total will be considered as the total contract value. The Department will not deduct retainage on bonded contracts provided the Contractor achieves and maintains a satisfactory rate of progress.

The sixth paragraph is replaced with the following:

If the Contractor's progress falls more than 10 percent behind the latest approved progress schedule on either a bonded or unbonded contract, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered unsatisfactory and 5 percent retainage will be withheld each month the Contractor is behind the progress schedule by more than 10 percent.

The last sentence of the seventh paragraph is replaced with the following:

When the percentage of time used exceeds the percentage of work completed by more than 10 percent, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered unsatisfactory and 5 percent retainage will be withheld on either bonded or unbonded contracts for each month the percentage of time used exceeds the percentage of work completed by more than 10 percent.

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The eighth paragraph is replaced by the following:

On bonded contract, when the Engineer determines that the Contractor's progress is considered satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate and the remaining monthly progress estimates payments will be made in full provided satisfactory progress continues to be made. The Department will continue to deduct 5 percent retainage on unbonded contracts as provided for herein.

The tenth and eleventh paragraphs are deleted.

**GUIDELINES - FEDERAL-AID PROJECTS.**  
**EXCEPTIONS: NONE.**

S102C0B-0702

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

May 3, 1995c  
Reissued July 9, 2002

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

Except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) incorporated for use on this project shall be produced in the United States of America; unless the use of any such items will increase the cost of the overall project by more than 25 percent. "Produced in the United States of America" means all manufacturing processes whereby a raw material or a reduced iron ore material is changed, altered or transformed into an item or product which, because of the process, is different from the original material, must occur in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore and other raw materials used in steel products may, however, be imported. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein. In the event use of the aforementioned "domestic" iron and steel will increase the cost of the overall project by more than 25 percent, the Contractor may furnish either "domestic" or "foreign" items.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost, the bid proposal (Form C-7 and Supportive Data supplement) shall be completed using the best price offer for each bid item.

Award of the contract will be made to the bidder who submits the lowest total bid based on furnishing "domestic" iron and steel items, unless such total bid exceeds the lowest total bid based on furnishing "foreign" iron and steel items by more than 25 percent.

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

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

Prior to final payment the Contractor shall obtain from the supplier and furnish to the Department a certificate of compliance with the domestic requirements herein. The Contractor may personally certify that miscellaneous iron and steel and hardware conforms to the domestic requirements herein.

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**GUIDELINES - ALL PROJECTS.**

**EXCEPTIONS: WHERE PREQUALIFICATION REQUIREMENTS HAVE BEEN WAIVED BY THE STATE CONTRACT ENGINEER AND HE ALLOWS S102E3B TO BE USED.**

S102D3B-0907

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

September 12, 2007

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

**Bid** is replaced by the following:

The offer of a bidder, submitted by electronic proposal to perform the work and furnish the materials and labor at the prices set forth therein; valid only when properly signed and guaranteed.

**Contract**, the first sentence is replaced with the following:

The electronic agreement executed between the Department and the Contractor that sets forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, furnishing of materials and labor, and the basis of payment.

**Proposal** is replaced by the following:

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

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

**Section 102.01—Prequalification of Bidders** is amended to include the following:

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

- (a) **eVA Basic Vendor Registration Service:** A \$25 Annual Fee is required. Also required is a transaction fee specified herein. eVA Basic Vendor Registration Service will include electronic order receipt, vendor catalog posting, and on-line registration. Also included in this service is an electronic bidding system for use with goods and services but not for construction. In addition the ability to research eVA historical procurement data will be included services as they become available. All bidders submitting bids to the Department for construction projects shall use the Bid Express internet bidding system.
- (b) **eVA Premium Vendor Registration Service:** A \$25 Annual Fee is required. Also required is a transaction fee specified herein. eVA Premium Vendor Registration Service will include all services and bidding requirements of the eVA Basic Vendor Registration Service for construction projects. In addition, automatic email or fax notification of solicitations and amendments will be included services as they become available.

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(c) **Vendor Transaction Fees are as follows:**

1. DMBE-certified Woman-Owned Businesses: \$1500 or one percent of the Contract total, whichever is less, per order.
2. DMBE-certified Minority-Owned Businesses: \$1500 or one percent of the Contract total, whichever is less, per order.
3. DMBE-certified Small Businesses: \$500 or one percent of the Contract total, whichever is less, per order.
4. Other Businesses not specified in 1, 2 or 3 herein: \$1500 or one percent of the Contract total, whichever is less, per order.

**Section 102.02—Content of Proposal** is amended to replace the first sentence of the second paragraph with the following:

Attachments to the proposal will be considered a part of the bid.

**Section 102.05—Preparation of Bid** is amended as follows:

The first paragraph is replaced with the following:

The bidder shall submit his bid by approved electronic media. 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. Bids shall be signed with a digital signature.

The second paragraph is amended to replace the third sentence with the following:

In the event there is a discrepancy between the bidder's electronically generated proposal form and the original proposal form as furnished by the Department, the Department proposal form will govern.

The fourth paragraph is replaced with the following:

The bid shall be signed by the individual, one or more members of a partnership, or one or more of the officers of a corporation, whichever is applicable, by electronic signature. For a joint venture, the bid shall be signed by each individual involved, each partnership through one or more of its members, or each corporation through one or more officers of the corporation, whichever is applicable.

The sixth paragraph is amended to replace the last sentence with the following:

The electronic bids shall contain the identical sworn statement. For the purposes of this section, affixing a digital ID to the bid shall be the equivalent of signing before a person who is authorized by the laws of the State to administer oaths. The original of the sworn statement shall be filed with the Department when the bid is submitted.

**Section 102.06—Irregular Bids** is amended in the first paragraph as follows:

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**Section 102.06(b)** is deleted.

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

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

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

if bids are submitted showing a designation for a project other than the project for which the bid is made

**Section 102.09—Delivery of Bid** is amended to replace the first paragraph with the following:

Each bid shall be submitted to the Department by approved electronic media in accordance with the policy in place at the time of the advertisement and bid.

**Section 102.10(a) Standard Withdrawal** is amended to add the following:

Bids may be withdrawn as allowed by the electronic bidding system until bid closing.

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

Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present.

**GUIDELINES - USE ONLY ON PROJECTS WHERE PREQUALIFICATION REQUIREMENTS HAVE BEEN WAIVED BY THE STATE CONTRACT ENGINEER. (Copied Note c102b0b must be included in the proposal.)**  
**EXCEPTIONS: NONE.**

S102E3B-0907

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

September 12, 2007

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

**Bid** is replaced by the following:

The offer of a bidder, submitted on the paper or electronic proposal to perform the work and furnish the materials and labor at the prices set forth therein; valid only when properly signed and guaranteed.

**Contract**, the first sentence is replaced with the following:

The electronic or written agreement executed between the Department and the Contractor that sets forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, furnishing of materials and labor, and the basis of payment.

**Proposal** is replaced by the following:

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

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

**Section 102.01—Prequalification of Bidders** is amended to include the following:

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

- (a) **eVA Basic Vendor Registration Service:** A \$25 Annual Fee is required. Also required is a transaction fee specified herein. eVA Basic Vendor Registration Service will include electronic order receipt, vendor catalog posting, and on-line registration. Also included in this service is an electronic bidding system for use with goods and services but not for construction. In addition the ability to research eVA historical procurement data will be included services as they become available. All bidders submitting bids to the Department for construction projects shall use the Bid Express internet bidding system.

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(b) **eVA Premium Vendor Registration Service:** A **\$25** Annual Fee is required. Also required is a transaction fee specified herein. eVA Premium Vendor Registration Service will include all services and bidding requirements of the eVA Basic Vendor Registration Service for construction projects. In addition, automatic email or fax notification of solicitations and amendments will be included services as they become available.

(c) **Vendor Transaction Fees are as follows:**

1. DMBE-certified Woman-Owned Businesses: \$1500 or one percent of the Contract total, whichever is less, per order.
2. DMBE-certified Minority-Owned Businesses: \$1500 or one percent of the Contract total, whichever is less, per order.
3. DMBE-certified Small Businesses: \$500 or one percent of the Contract total, whichever is less, per order.
4. Other Businesses not specified in 1, 2 or 3 herein: \$1500 or one percent of the Contract total, whichever is less, per order.

**Section 102.02—Content of Proposal** is amended to replace the first sentence of the second paragraph with the following:

Papers bound with or attached to the paper proposal or attachments to the electronic proposal will be considered a part of the bid.

**Section 102.05—Preparation of Bid** is amended as follows:

The first paragraph is replaced 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. Bids that are submitted electronically shall be signed with a digital signature.

The second paragraph is amended to replace the third sentence with the following:

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

The fourth paragraph is replaced with the following:

The bid shall be signed by the individual, one or more members of a partnership, or one or more of the officers of a corporation, whichever is applicable, in ink or by electronic signature. For a joint venture, the bid shall be signed in ink by each individual involved, each partnership through one or more of its members, or each corporation through one or more officers of the corporation, whichever is applicable.

The sixth paragraph is amended to replace the last sentence with the following:

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Electronic bids contain an identical sworn statement. For the purposes of this section, affixing a digital ID to the bid shall be the equivalent of signing before a person who is authorized by the laws of the State to administer oaths. The original of the sworn statement shall be filed with the Department when the bid is submitted.

**Section 102.06—Irregular Bids** is amended in the first paragraph as follows:

**Section 102.06(b)** is replaced with the following:  
if the paper bid is not written in ink or typed

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

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

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

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

**Section 102.09—Delivery of Bid** is amended in the first paragraph to add 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. If the bid is permitted to be submitted electronically, it shall be submitted in approved electronic media in accordance with the policy in place at the time of the advertisement and bid.

**Section 102.10(a) Standard Withdrawal** is amended to add the following:

Electronic bids may be withdrawn as allowed by the electronic bidding system until bid closing.

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

Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present.

**GUIDELINES - USE ONLY WITH MINIMUM PLAN AND NO PLAN PROJECTS HAVING CONSTRUCTION SURVEYING AS A BID ITEM [DO NOT USE WITH COPIED NOTE (c105a0b)].**  
**EXCEPTIONS: NONE.**

S105A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 105.10 CONSTRUCTION STAKES, LINES AND GRADES**

October 29, 2001c  
Reissued July 9, 2002c

**SECTION 105.10** of the Specifications is replaced by the following:

**Section 105.10 Construction Stakes, Lines and Grades** – This work shall consist of providing all surveying and stakeout for the successful prosecution of work as indicated on the plans and as directed by the Engineer. Stakeout work shall be in accordance with the Department's current Survey Manual.

The following surveying work shall be performed by or under the direct control and personal supervision of a surveyor who is licensed in Virginia as a Land Surveyor and is experienced in highway construction stakeout: Right of way and boundaries affecting property ownership, horizontal and vertical control for bridges, horizontal and vertical control for box culverts and culverts having spans or openings larger than 48 inches, horizontal and vertical control for culverts with design grades, horizontal and vertical control for additional centerlines or baselines for roadways, ramps, loops and connections.

All other surveying work may be performed by or under the direct supervision and control of the Contractor, who is experienced in highway construction stakeout.

The Contractor shall preserve any reference points, control data, and benchmarks that the Department may have established.

The Contractor shall provide the Engineer with a record copy of survey drawings, field notes and computations prior to the use of said stakeout information for construction. Survey record drawings shall be prepared and certified in accordance with the requirements of the sample figure drawings as shown in the Survey Manual. Electronic data files may be submitted along with paper sketches and drawings, subject to the prior approval of the Engineer. All electronic copies submitted shall be in a format fully compatible with the Department's existing computer hardware and software. It shall be the responsibility of the Contractor to check all surveying work for correctness. Consideration will not be given for any delays to the project that are a result of inaccurate stakeout or time lost to correct elements of the defective survey work. Contractor shall bear all cost to correct all deficiencies resulting from defective survey work. Should a discrepancy arise during construction, the Contractor shall immediately provide oral and written notice to the Department, accurately describing and documenting the discrepancy. The Department will respond to the Contractor's notice and provide direction on how the work is to proceed.

**Culvert construction:** The Contractor shall stake box culverts and culverts having spans or openings larger than 48 inches and culverts with design grades. Stakeout work and record drawings shall be in accordance with the requirements of Sample Figure 1 as shown in the Survey Manual. Certified record drawings, field notes, and computations shall be submitted to the Engineer.

**Bridge construction:** The Contractor shall stake all bridges. Stakeout work and record drawings shall be in accordance with the requirements of Sample Figures 2 and 3 as shown in the Survey Manual. Certified record drawings, field notes, and computations shall be submitted to the Engineer.

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**Locating and setting right-of-way monuments:** The Contractor shall set hub and tack points for RM-1 right-of-way monuments in accordance with the Road and Bridge Standards. The Contractor shall furnish RM-2 right-of-way monuments and locator posts. The Department will furnish the required caps for installation by the Contractor. Surveying work and drawings shall be in accordance with the requirements of Sample Figure 4 as shown in the Survey Manual. Certified record drawings, field notes, and computations shall be submitted to the Engineer.

**Measurement and Payment:** Construction surveying will be paid for at the contract lump sum price, which price shall be full compensation for performing the work prescribed herein and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment for construction surveying will be made upon written request by the Contractor. Such requests shall be submitted to the Engineer no earlier than five days, and no later than two days prior to the progress estimate date. Payment may be made in increments selected by the Contractor. However, payments will not exceed 60 percent of the contract unit price bid until the Contractor has provided the Engineer with surveying field notes, layouts, computations, sketches, and drawings in the format approved by the Engineer.

Locating and setting RM-1 and RM-2 right-of-way monuments will be measured and paid for in accordance with the requirements of Section 503 of the Specifications. No payment will be made until the Engineer has received certified documents from the Contractor.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Construction Surveying	Lump sum

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**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

S106A2B-0105

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 106—CONTROL OF MATERIAL**

September 30, 2004

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

**Section 106.01—Source of Supply and Quality Requirements** is amended as follows:

The last sentence of the first paragraph is replaced with the following:

The Contractor's statement shall be electronically submitted by use of Form C-25 and shall be identified by the complete state 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.

**Section 106.03—Local Material Sources (Pits And Quarries)** is amended as follows:

The fourth paragraph is replaced with the following:

Local material pits and quarries shall not be opened or reopened without authorization by the Engineer. The Contractor shall submit for approval a site plan, including, but not limited to, (1) the location and approximate boundaries of the excavation with a slope gradient of 3:1 or greater; (2) procedures to minimize erosion and siltation; (3) provision of environmentally compatible screening; (4) restoration; (5) cover vegetation; (6) other use of the pit or quarry after removal of material, including the spoil pile; (7) the drainage pattern on and away from the area of land affected, including the directional flow of water and a certification that all receiving channels shall comply with Minimum Standard 19 of the Virginia Erosion and Sediment Control Regulations; (8) location of haul roads and stabilized construction entrances if construction equipment will enter a paved roadway; (9) constructed or natural waterways used for discharge; (10) a sequence and schedule to achieve the approved plan and; (11) the total drainage area for temporary sediment traps and basins shall be shown. Sediment traps are required if the runoff from a watershed area of less than three acres flows across a disturbed area of 10,000 square feet or greater. Sediment basins are required if the runoff from a watershed area of three acres or more flows across a disturbed area of 10,000 square feet or greater. The Contractor shall design, construct, and maintain the sediment trap or basin to accommodate the anticipated sediment loading from the land-disturbing activity. The Contractor shall certify that the sediment trap or basin design is in compliance with the Virginia Erosion and Sediment Control Regulations, all local, state, and federal laws and Section 107.14. Once a sediment trap or basin is constructed, the dam and all outfall areas shall be immediately stabilized.

The eighth paragraph is amended to replace the second sentence with the following:

The Department will withdraw approval for the use of the site and may cause the Contractor to cease all contributing operations and direct his efforts toward corrective action or may perform the work with state forces or other means as determined by the Engineer.

**Section 106.04—Disposal Areas** is amended as follows:

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The third paragraph is replaced with the following:

Prior to VDOT approving a disposal area, the Contractor shall submit a site plan. The plan shall show (1) the location and approximate boundaries of the disposal area, (2) all procedures to minimize erosion and siltation, (3) haul roads including all stabilized construction entrances if construction equipment will enter a paved roadway, (4) provision for environmentally compatible screening, (5) restoration of and permanent cover vegetation in accordance with the Roadside Development Sheet for the area following the deposit of material, (6) the drainage pattern on and away from the area affected, including constructed or natural waterways used for drainage and calculations to determine the need for channel improvements if the natural channel will not accommodate the 2-year storm or the man-made channel will not accommodate the 10-year storm in accordance with the Virginia Erosion and Sediment Control Regulations, (7) the streams or tributaries receiving the discharge, (8) a sequence and schedule to complete the work, and (9) total drainage area for temporary sediment traps or basins. Sediment traps are required if the runoff from a watershed area of less than three acres flows across a disturbed area of 10,000 square feet or greater. Sediment basins are required if the runoff from a watershed area of 3 acres or more flows across a disturbed area of 10,000 square feet or greater. The Contractor shall design, construct and maintain the sediment trap or basin to accommodate the anticipated sediment loading from the land disturbing activity. Costs for applying seed, lime, fertilizer, and mulch, reforestation, drainage, erosion and siltation control, regrading, haul roads, and screening for disposal areas and pits shall be included in the contract price bid for the type of excavation or other appropriate items. The Contractor shall certify that the sediment trap or basin design is in compliance with the Virginia Erosion and Sediment Control Regulations, all local, state, and federal laws and Section 107.14. Once the sediment trap or basin is constructed, the dam and all outfall areas shall be stabilized immediately.

The fifth paragraph is amended to replace the second sentence with the following:

The Department will withdraw approval for the use of the site and may cause the Contractor to cease all contributing operations and direct efforts toward corrective action or may perform the work with state forces or other means determined by the Engineer.

**Section 106.04 (c) Organic Materials** is replaced by the following:

- (c) **Organic materials** such as tree stumps and limbs (not considered merchantable timber), roots, rootmat, leaves, grass cuttings, or other similar materials shall be chipped or shredded and used on the project as mulch, given away, sold as firewood or mulch, burned at the Contractor's option if permitted by local ordinance, or disposed of at an approved facility licensed to receive such materials. Organic material shall not be buried in state rights of way or in an approved disposal area.

**Section 106.04 (e) Inorganic Materials** is amended to delete the third paragraph.

**Section 106.04 (g) Disposal Areas** is amended to add the following:

- (g) **Other materials** such as antifreeze, asphalt (liquid), building forms, concrete with reinforcing steel exposed, curing compound, fuel, hazardous materials, lubricants, metal, metal pipe, oil, paint, wood or metal from building demolition, or similar materials shall not be disposed of at an approved disposal area but may be disposed of at a landfill licensed to receive such material.

**Section 106.07 (c) Plant Inspection** is amended to replace the third paragraph with the following:

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The Contractor shall furnish, install, maintain, and replace, as conditions necessitate, testing equipment specified by the appropriate ASTM, AASHTO method or VTM being used and provide necessary office equipment and supplies to facilitate keeping records and generating test reports. The Contractor's technician shall maintain current copies of test procedures performed in the laboratory. The Contractor shall calibrate or verify all balances, scales and weights associated with testing performed as specified in AASHTO R 18. The Contractor shall also provide and maintain an approved test stand for accessing truck beds for the purpose of sampling and inspection. The Department may approve a single laboratory to service more than one plant belonging to the same Contractor.

**Section 106.08—Storing Materials** is amended to add the following paragraph:

Chemicals, fuels, lubricants, bitumens, paints, raw sewage, and other harmful materials as determined by the Engineer shall not be stored within any floodplain. Chemicals, fuels, and lubricants, when stored out of doors, shall have an impoundment around each separate storage container or one impoundment around several storage containers of a volume sufficient to hold the maximum chemical, fuel, or lubricant the container(s) is capable of holding. The impoundment shall be lined with an impervious liner and shall have a release valve which shall be kept closed during all operations but may be opened to release rain water following storm events provided no chemical, fuel, or lubricant has contaminated the rain water.

**GUIDELINES - USE WHEN PROJECTS REQUIRE RAILROAD INSURANCE.**  
**EXCEPTIONS: NONE.**

S107A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR  
**SECTION 107.08 RAILWAY-HIGHWAY PROVISIONS**

June 24, 1992cc  
Reissued July 9, 2002

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

**SECTION 107.08** of the Specifications is amended as follows:

**Section 107.08** is amended to include the following:

The Contractor shall notify the \_\_\_\_\_ of  
the \_\_\_\_\_ Railway Company,  
\_\_\_\_\_  
(City or Town) (State) (Zip)  
\_\_\_\_\_ at least \_\_\_\_\_ hours before starting any work on or over the Railway  
(Telephone No.) (No.)  
right-of-way. A vertical clearance above the highest rail of at least \_\_\_\_\_ feet  
and a horizontal clearance from the centerline of the track of at least \_\_\_\_\_ feet  
shall be maintained, unless otherwise authorized by the Railway Company. The approximate  
number and type of trains per day per track is a follows:

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

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

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

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

**Section 107.08 (a)** 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 \_\_\_\_\_

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

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

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

**Sections 107.08 (c) 1. and 107.08 (c) 2.** are replaced by the following:

**Contractor's Public Liability and Property Damage Insurance:** With respect to operations performed by the contractor, this insurance shall provide coverage with a combined single limit of not less than \_\_\_\_\_ each occurrence for bodily injury and/or property damage liability. This insurance shall include explosion, collapse, and underground hazard coverage. If the Contractor subcontracts any portion of the work, the Contractor shall also secure insurance protection in its own behalf under its Public Liability and Property Damage Insurance policies 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:** With respect to the operations the Contractor or any of its subcontractors perform, the Contractor must provide in the name of the railway company a policy providing coverage with a combined single limit of \_\_\_\_\_ each occurrence and \_\_\_\_\_ aggregate for bodily injury and property damage. This policy shall be written on the ISO/RIMA Form of Railroad Protective Insurance or its equivalent. The original of the policy shall be submitted to the Department for the railway company's approval and retention.

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**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

S107D1B-0307

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 107—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

March 27, 2007

**SECTION 107—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC** of the Specifications is amended as follows:

**Section 107.13 Responsibility For Damage Claims** is replaced by the following:

The Contractor shall indemnify and save harmless the State, the Board, and its officers, agents, and employees, as well as the city, town, county, or other municipality in which the work is performed and their officers, agents, and employees, from suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property resulting from or arising out of the work performed by the Contractor, or by or in consequence of any neglect in safeguarding the work, through the use of unacceptable materials in the construction or the improvement, or resulting from any act or omission, neglect, or misconduct of the Contractor; or by or on account of any claims or amounts recovered by infringement of any patent, trademark, or copyright. The Commissioner may retain as much of the monies due the Contractor under and by virtue of his Contract as the Commonwealth considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If no monies are due, the Contractor's surety will be held until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Board. Any extension of time granted the Contractor, in which to complete the Contract shall not relieve him or his surety of this responsibility.

It is not intended by any of the provisions of any part of the Contract to create the public or any member thereof as a third party beneficiary hereunder or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

The Contractor shall comply with all requirements, conditions, and terms of the Contract, including but not limited to, environmental permits, commitments identified within the Contract, and applicable environmental laws. The Contractor shall not cause damage, except as allowed under the terms of the contract, or as allowed under applicable permits or laws, to the Commonwealth's air, water, or other natural resources, or cause damage to adjacent or off-site property.

When any act, omission, or other action of the Contractor occurs, which violates the requirements, conditions or terms of the Contract, and affects the health, safety, or welfare of the public or the Commonwealth's natural resources, the Engineer will direct the Contractor to take prompt action to repair, replace, or restore the damage or injury within a reasonable time frame established by the Engineer. If the Contractor fails to make such repair, replacement, or restoration within the established time frame, the Engineer will have the damage or injury repaired, replaced, or restored and will deduct the cost of such repair, replacement, or restoration from monies due the Contractor.

If the Department determines by its own investigation that injury or damage has occurred as a result of work performed or neglected by the Contractor, the Department may suspend the Contractor from future bidding or initiate debarment in a manner consistent with state law, and Department regulations and policies. Injury is defined as harm or impairment to persons or natural resources. Damage is defined as the loss or harm resulting from injury to person or property. In addition, the Department may recover either (i) the loss or damage that the Department suffers as a result of such act, omission

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or other action or (ii) any liquidated damages established in such contract plus (iii) reasonable attorney's fees, expert witness fees, staff salaries, and equipment charges associated with any investigation.

Upon a finding against the Contractor by the Department, the Contractor shall be responsible for and shall reimburse the Department for all expenses associated with the injury or damage. Expenses include, but are not limited to: investigating the act, omission or other action, financial penalties incurred by the Department as a result of the injury or damage, salary and expenses incurred by employees or consultants of the Commonwealth, road user expenses as determined by the Department due to damage or loss of use of the project area, attorney fees, and expert witness fees. The Department may deduct the reimbursement of expenses from any payments owed the Contractor.

Upon determination by the Department of egregious or repetitious acts, omissions or other actions related to injury or damage to person or property, the Contractor shall be responsible for and shall reimburse the Department for all expenses associated with the investigation as shown herein, and the Department will impose other appropriate actions, as permitted by law, policy and Specifications, such as but not limited to, suspension of work, removal from the bidders' list, or debarment.

Once determination is made that injury or damage has resulted in an action against the Contractor, the Contractor shall have the right of appeal through the Director of Planning and the Environment.

Should any cost remain in dispute after appeal to the Director of Planning and the Environment, resolution shall be handled in accordance with the requirements of Section 105.16 of the Specifications.

**Section 107.14(a) Erosion and Siltation** is amended as follows:

The first paragraph is amended to replace the second sentence with the following:

Erosion and siltation control measures shall be applied to areas where erodible material will be exposed by any land disturbing activity associated with project construction, including clearing or grubbing, but not limited to local material sources, stockpiles, disposal areas, and haul roads and shall be functional before land-disturbing activities take place.

The fourth paragraph is replaced 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 immediately after each rainfall, at least daily during prolonged rainfall, and weekly when no rainfall event occurs and promptly report their findings to the Inspector. 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, hold progress estimates, or proceed to correct the specified deficiencies and deduct the entire cost of such work from monies due the Contractor.

**Section 107.14(b) Pollution 1. Water** is amended as follows:

The second paragraph is replaced with the following

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

The sixth paragraph is amended to add the following:

Stabilization of the streambed and banks shall occur immediately upon completion of work or if work is suspended for more than 15 days.

The eighth paragraph is amended to add the following:

Stabilization of the streambed and banks shall occur immediately upon completion of work or if work is suspended for more than 15 days.

The ninth paragraph is replaced with the following:

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

**GUIDELINES - ALL PROJECTS LOCATED IN VOC EMISSION CONTROL AREAS (See this Special Provision for locations).  
EXCEPTIONS: NONE.**

S107E0B-0105

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

March 10, 2004

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

- Open burning is prohibited during the months of June, July and August (Northern Virginia, Hampton Roads and Richmond VOC Emission control areas only).
- Cutback asphalt is prohibited April through October except when use or application as a penetrating prime coat or tack is necessary. (Applies to all VOC control areas)

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

VOC Emission 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
Hampton Roads	Hampton Roads	Chesapeake City Hampton City 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 Richmond City
Western Virginia	Staunton	Frederick County Winchester
Western Virginia	Salem	Roanoke County

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		Botetourt County Roanoke City Salem City
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\* Regulations for the Control and Abatement of Air Pollution ( 9 VAC 5-20-206)

See the Virginia Code (9 VAC 5 Chapter 40 – Article 39 (Emission Standards for Asphalt Paving Operations (Rule 4-39)) and Article 40 (Emission Standards for Open Burning (Rule 4-40)) for further clarification. In addition to the above requirements, the Contractor’s attention is directed to the requirements of Section 107.14 of the Specifications, because other air pollution requirements may also apply.

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**GUIDELINES - ALL PROJECTS. USED WITH SPECIAL PROVISION S107G0B.**  
**EXCEPTIONS:**  
**— REGIONAL SIGNALS PROJECTS: NOT REQUIRED.**  
**— SCHEDULE WORK PROJECTS: NOT REQUIRED.**

**S107F1B-0105**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**STORM WATER POLLUTION PREVENTION PLAN**

June 2, 2004

**INTRODUCTION**

The Storm Water Pollution Prevention (SWPP) Plan, also referred to as the Erosion and Sediment Control (ESC) Plan, Storm Water Management (SWM) Plan and related Road and Bridge Specifications and Standards contained within all contract documents, are required for all land-disturbing activity of 10,000 square feet or greater (2,500 square feet or greater in Tidewater Virginia).

In addition, if the land-disturbing activity is 1 acre or greater, a VPDES Construction Permit is required. The requirements of this permit are satisfied by the Contractor's compliance with the SWPP Plan terms and conditions.

The Contractor and/or Subcontractor shall be responsible for reading, understanding, and complying with the terms and conditions of the SWPP Plan as follows (where identified below, Subcontractor(s) shall comply with this special provision as their duties include ESC/SWM related contract items):

**I. PROJECT IMPLEMENTATION RESPONSIBILITIES**

The Contractor and/or Subcontractor is responsible for the installation, maintenance, inspection, and ensuring the functionality of all erosion and sediment control measures on a daily basis and all other stormwater and pollutant runoff control measures identified within the plans, specifications, permits, and contract documents.

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

**II. CERTIFICATION REQUIREMENTS**

In addition to satisfying the personnel certification requirements contained within 107.14(a), the Contractor and Subcontractor shall each certify their activities by adequately completing, signing, and submitting Form C-45 VDOT SWPP Plan Contractor and Subcontractor Certification Statement to the Engineer prior to commencing any project related land-disturbing activities, both on-site and off-site.

**III. OFF SITE REQUIREMENTS**

The Contractor and/or Subcontractor shall develop erosion and sediment control plan(s) and stormwater management plan(s) for submission and acceptance by the Engineer prior to usage of any support facilities, off-site borrow and disposal areas, construction materials or equipment storage areas, and other industrial storm water discharge directly related to the construction process. Such plans, upon acceptance, will become a part of and subject to the overall project plan, VPDES Construction Permit, and contract requirements.

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#### **IV. REPORTING PROCEDURES**

##### **A. Inspection Requirements**

The Contractor and/or Subcontractor are responsible for conducting inspections in accordance with the requirements of Section 107.14(a). The Contractor and/or Subcontractor 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 directions contained within the form.

##### **B. Unauthorized Discharge Requirements**

The Contractor and/or Subcontractor shall not discharge into state waters sewage, industrial wastes, other wastes or any noxious or deleterious substances or otherwise alter the physical, chemical, or biological properties of state waters and make them detrimental to the public health, animal or aquatic life, the use of such waters for domestic or industrial consumption, for recreation or for other uses.

###### **1. Notification of discharges or noncompliance**

The Contractor and/or Subcontractor shall quickly notify the Engineer upon the discovery of or potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the construction activity, but in any case not later than 24 hours after said discovery.

###### **2. Detailed report requirements for discharges or noncompliance**

The Contractor and/or Subcontractor shall submit to the Engineer within 5 days of the discovery of the 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 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 used for such reports.

##### **C. Plans, Changes, and Deficiencies**

###### **1. Contractor SWPP Plans**

The Contractor shall provide SWPP Plans that document the location and description of potential pollutant sources such as vehicle fueling, storage of fertilizers or chemicals, sanitary waste facilities, construction and waste materials etc. prior to any such pollutant sources being brought onto the project site. Such documentation 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 documentation in accordance with Section 107.14(b)1 to the Engineer and, thereby, immediately becoming a component of the project SWPP Plan and subject to all corresponding requirements contained therein.

The Contractor shall ensure that plans are kept onsite at all times in accordance with Section 105.06.

###### **2. Changes and Deficiencies**

The Contractor and/or Subcontractor shall report to the Engineer when any planned physical alterations or additions are made to the construction activity or deficiencies in the project plans or contract documents are discovered that could significantly change the nature or increase the quantity of the storm water pollutants discharged from the construction activity.

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**GUIDELINES - ALL PROJECTS. USE WITH SPECIAL PROVISION S107F1B. (RESIDENT ENGINEER WILL DETERMINE IF FORM IS STILL NEEDED FOR PROJECT AFTER PROJECT IS AWARDED).**  
**EXCEPTIONS:**  
**— REGIONAL SIGNALS PROJECTS: NOT REQUIRED.**  
**— SCHEDULE WORK PROJECTS: NOT REQUIRED.**

S107G0B-1103

C-45  
7-1-03

**VDOT**  
**Stormwater Pollution Prevention (SWPP) Plan**  
**Contractor and Subcontractor 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 erosion and sediment control and stormwater management requirements as approved by the Virginia Department of Conservation and Recreation and the general Virginia Pollutant Discharge Elimination System (VPDES) Construction Permit (if applicable to this project) issued by the Virginia Department of Environmental Quality that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification as described in the bid document and off-site support activities.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contracting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address/Description of Site: \_\_\_\_\_  
(Include off-site areas) \_\_\_\_\_

Certified on this date: \_\_\_\_\_

(Note: This form must be returned with performance and payment bonds)

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**GUIDELINES – ALL CONSTRUCTION AND MAINTENANCE PROJECTS. DO NOT USE SPECIAL PROVISIONS S102A0B OR S102B0B OR COPIED NOTES c102b0b, c102c0b, c103a0b, c103d0b, c108c0b WITH THIS SPECIAL PROVISION.**

[Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear. Future usage will be determined by the DCE's and ACE's.]

**EXCEPTIONS:—DO NOT USE ON PROJECTS THAT ALREADY INCLUDE PROJECT-SPECIFIC SCHEDULING SPECIAL PROVISIONS OR SPCN's WRITTEN SPECIFICALLY FOR THEM.**

**— DO NOT USE ON MAINTENANCE SCHEDULE TYPE OF PROJECTS SUCH AS RESURFACING SCHEDULES, GUARDRAIL MAINTENANCE, REMOVAL OF SNOWPLOWABLE MARKERS, ETC.**

**NOTE: OK TO USE IF MAINTENANCE SCHEDULE TYPE OF WORK IS COMBINED WITH CONSTRUCTION OR REHAB PROJECTS AS SEEN IN SOME FEDERALLY FUNDED PROJECTS.**

**— DO NOT USE ON EMERGENCY CONTRACT PROJECTS.**

S108A2B-0907

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

September 5, 2007

**I. GENERAL REQUIREMENTS**

**Section 103.06(e) Progress Schedule** is deleted.

**Section 108.08 Progress Schedule** is deleted.

The Contractor shall plan and schedule the work and shall submit his plan in the form of a Progress Schedule for the Engineer's review and acceptance. The accepted Progress Schedule 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 or cost related impacts on the project.

Prior to preparing the schedule, the Engineer or the Contractor may request a schedule development planning meeting to discuss any project specific items required for preparation of the progress schedule. The Contractor shall prepare and submit a practicable schedule to reflect a logical progress of the work. The Progress Schedule shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. It shall include, as a minimum, all controlling items of work and 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 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 Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision. The Contractor shall keep the Engineer informed of his planned or contemplated operations on a continuing basis.

**II. PROGRESS SCHEDULE SUBMITTAL REQUIREMENTS**

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

1. Progress Schedule Narrative: The Progress Schedule Narrative shall consist of the following information, as applicable:
  - 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, feature, or stage of work as specified by contract or as determined by the Contractor. 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 working calendar 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: Progress Earnings Schedule will not be required for projects with contract duration of sixty (60) calendar days or less. The Progress Earnings Schedule shall be prepared on forms furnished by the Department to indicate the anticipated earnings for each payment period as of the Contractor's payment cut-off date. Progress earnings shall be based on the total contract value. Total contract value will be considered to mean the original amount of the contract including any authorized adjustments in accordance with, but not limited to, the provisions of Sections 104.03 and 109.05. Payments for stored or stockpiled material in accordance with Section 109.08 of the Specifications will not be considered in the earnings schedule.

**Revised Progress Schedule** – When prosecution of the work deviates significantly from the phasing, general sequence, or the proposed means and methods as represented on the Schedule of Record (SOR), the Engineer will require the Contractor to submit a Revised Progress Schedule. The Contractor will also be required to submit a Revised Progress Schedule to reflect any impacts to the schedule for changes authorized by the Engineer or for changes that are deemed to be beyond control of the Contractor including, but not limited to changes in the work as defined in Section 104 of the Specifications.

When required by the Engineer, the Contractor shall submit the Revised Progress Schedule within 10 calendar days of the date 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 Baseline Progress Schedule in accordance with the requirements of this special provision, unless otherwise approved in writing by the Engineer.

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

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### III. REVIEW AND ACCEPTANCE

The Engineer will review all progress schedule submittals within 7 calendar days of receipt of the Contractor's complete submittal. Review and acceptance by the Engineer will be based on completeness and conformance with the requirements of this provision and the Contract. If the Contractor's progress schedule is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance or incompleteness and a request for resubmission. The Engineer's response will include comments describing the deficiencies in completeness or conformance 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. In either case the Contractor shall respond accordingly within 7 calendar days of receipt of the Engineer's response.

Upon acceptance, the latest of the Baseline Progress Schedule or Revised Progress Schedule shall become the Schedule of Record (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. Also, the SOR shall be the only schedule used to evaluate the effects of any time-related or cost related impacts on the project.

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 currently accepted Baseline or Revised Progress Schedule. 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 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 Engineer shall be advised at least 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 cumulative actual earnings for work completed is more than 10 percentage points behind the cumulative earnings for work scheduled; or
2. Any interim milestone is later than the scheduled milestone by more than 14 calendar days or the projected project completion date is later than the contract completion date by 14 calendar days.

**Progress Deficiency and Schedule Slippage** - When the Contractor's actual progress is deemed to be unsatisfactory, the Engineer will issue a written notice of unsatisfactory performance to indicate that further actions may be taken as defined in Sections 102.01 and 109.07 and as amended herein,

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if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate. Within 10 calendar days of receipt of the Engineer's notice of unsatisfactory progress, 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 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 is due to conditions beyond his control. Any schedule revisions resulting from a recovery plan will be reviewed in accordance with Section III, but shall not replace the current SOR.

**Section 102.01 Prequalification of Bidders** is amended to replace the eighth paragraph with the following:

A Contractor may be temporarily disqualified from bidding on contracts with the Department if his progress is determined unsatisfactory as defined by any of the conditions listed under **Progress Evaluation** of this provision. If, at the time of the next monthly progress estimate, the Contractor's progress remains unsatisfactory as defined herein, his name may be removed from the list of prequalified bidders unless he can establish that the delinquency was attributable to conditions beyond his control. If his name is removed, the Contractor will not be reinstated as a prequalified bidder until the Engineer deems that his progress has improved to the extent that the work can be completed within the contract time limit or until final acceptance.

**Section 109.07 Partial Payments** is amended as follows:

The third sentence in the first paragraph is replaced by the following:

Partial payments will be made once each month for the work performed in accordance with the contract requirements except when the sum of the work performed during the month's estimate period is less than \$500.00.

The fifth paragraph is replaced with the following:

The Department will deduct an amount equivalent to 5 percent of the monthly progress estimate on all unbonded contracts and will retain such monies until final payment is made in accordance with the requirements of Section 109.09. The balance less all previous partial payments will be vouchered for payment. After 50 percent of the total contract value has been completed and 5 percent has been retained on this amount, the Department will make the remaining partial payments in full provided the Contractor is maintaining a satisfactory rate of progress. For the purposes herein "*Total contract value*" will be considered to mean the original amount of the contract including any authorized adjustments in accordance with, but not limited to, the provisions of Sections 104.03 and 109.05. The Department will not deduct retainage on bonded contracts provided the Contractor achieves and maintains a satisfactory rate of progress as defined herein.

The sixth paragraph is replaced with the following:

If the Contractor's progress is determined to be unsatisfactory in accordance with the provisions herein, 5 percent retainage on either bonded or unbonded contracts will be withheld each month the Contractor's progress is unsatisfactory.

The seventh paragraph is deleted.

The eighth paragraph is replaced by the following:

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On bonded contracts, when the Engineer determines that the Contractor's progress is considered satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate and the remaining monthly progress estimates payments will be made in full provided satisfactory progress continues to be made. The Department will continue to deduct 5 percent retainage on unbonded contracts as provided for herein.

The tenth and eleventh paragraphs are deleted.

## **V. MEASUREMENT AND PAYMENT**

Category I progress schedules will not be measured or paid for separately. All associated costs to prepare, revise, and/or furnish the progress schedules for Category 1 projects in accordance with the requirements herein shall be considered incidental to the work.

**GUIDELINES - PROJECTS WITH ASPHALT CONCRETE (1000 TONS PLUS) AND PROJECTS WHERE LIQUID ASPHALT IS DESIGNATED AS AN ADJUSTMENT ITEM (DO NOT USE ON PROJECTS REQUIRING E MIXES OR MODIFIED D&E MIXES). USE ONLY ON PROJECTS WITH A DURATION GREATER THAN 90 DAYS. EXCEPTIONS: NONE.**

**S109A2B-1206**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ASPHALT MATERIAL PRICE ADJUSTMENT**

December 4, 2006

Bid items designated in the contract as Price Adjustment Items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64-22 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 the Monday of the week immediately preceding the week of the standard bid receipt date. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price. That monthly state-wide average price will be posted on the Scheduling and Contract Division website on the Tuesday immediately after the prices are received from the suppliers.

This monthly statewide average price will be the Base Index for all contracts (except as noted below) on which bids are received during the calendar month of its posting and will be the Current Index for all monthly progress estimates prepared during the next calendar month after its posting. If there is a special bid letting on a date other than the standard monthly bid letting date, the Base Index for that letting will be the Base Index posted for the previous calendar month. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which is determined 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 month in which an estimate is to be prepared. Adjustment of any item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22, will be based on the indexes for PG 64-22. 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 in use during the estimate period.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

When final quantities differ from semi-final estimate quantities by no more than ten tons of asphalt concrete or no more than 150 square yards of surface treatment, no adjustment will be made. When such differences exceed these limits, price adjustment for such differences will be made using the Current Indexes for the periods in which that work was performed, as shown on the monthly progress estimates, and adjustment in payment will be made accordingly.

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.

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Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of the bid proposal.

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**GUIDELINES— ALL PROJECTS 90 DAYS OR LESS - EXCEPT THOSE WITH THE PROVISION FOR PLAN OF OPERATIONS OR WORKING SCHEDULE. EXCEPTIONS: NONE.**

S109C1B-0907

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 109—PARTIAL PAYMENT**

September 25, 2007c

**SECTION 109.07 PARTIAL PAYMENTS** of the Specifications is amended as follows:

The first paragraph is replaced with the following:

Partial payments will be based on a monthly progress estimate consisting of approximate quantities and value of work performed as determined by the Engineer. When the method of measurement for a contract item is in units of each or lump sum, the value of work accomplished for partial payment will be determined on a pro rata basis. Partial payments will be made once each month for the work performed in accordance with the contract requirements except when the sum of the work performed during the month's estimate period is less than \$500.00. The Contractor will be given the opportunity to review the monthly progress estimate prior to each partial payment. Upon final acceptance, one last monthly estimate will be prepared and any additional partial payment will be vouchered for payment.

The fifth paragraph is replaced with the following:

The Department will deduct an amount equivalent to 5 percent of the monthly progress estimate on all unbonded contracts and will retain such monies until final payment is made in accordance with the requirements of Section 109.09 of the Specifications. The balance less all previous partial payments will be vouchered for payment. After 50 percent of the total contract value has been completed and 5 percent has been retained on this amount, the Department will make the remaining partial payments in full provided the Contractor is maintaining a satisfactory rate of progress. For the purposes herein "*Total contract value*" will be considered to mean the original amount of the contract including any authorized adjustments in accordance with, but not limited to, the provisions of Sections 104.03 and 109.05 of the Specifications. The Department will not deduct retainage on bonded contracts provided the Contractor achieves and maintains a satisfactory rate of progress.

The sixth paragraph is replaced with the following:

If the Contractor's progress falls more than 10 percent behind the latest approved progress schedule on either a bonded or unbonded contract, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered unsatisfactory and 5 percent retainage will be withheld each month the Contractor is behind the progress schedule by more than 10 percent.

The seventh paragraph is replaced with the following:

When the dollar value of the work completed has reached 90 percent of the total dollar value indicated on the Contractor's latest approved progress schedule, the progress will be determined at the time of the monthly progress estimate by comparing the percentage of time used with the percentage of work completed. When the percentage of time used exceeds the percentage of work completed by more than 10 percent, the Contractor may be notified that if the next monthly progress estimate shows a delinquency of more than 10 percent, progress will be considered

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unsatisfactory and 5 percent retainage will be withheld on either bonded or unbonded contracts for each month the percentage of time used exceeds the percentage of work completed by more than 10 percent.

The eighth paragraph is replaced by the following:

On bonded contracts, when the Engineer determines that the Contractor's progress is considered satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate and the remaining monthly progress estimates payments will be made in full provided satisfactory progress continues to be made. The Department will continue to deduct 5 percent retainage on unbonded contracts as provided for herein.

The tenth and eleventh paragraphs are deleted.

**GUIDELINES - PROJECTS HAVING STEEL PRICE ADJUSTMENTS.**  
**EXCEPTIONS: NONE.**

S109D2B-0205

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PRICE ADJUSTMENT FOR STEEL**

January 24, 2005

The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel used on specific items of work identified in the contract in accordance with this provision. The following steel items will be eligible for consideration under this provision: structural steel (rolled beams, plate girders, diaphragms, plate bearings, etc.), reinforcing steel (plain & epoxy coated), overhead sign structures, guardrail, posts, standard sign or lighting supports, railing, encasement pipe, H-piles (end bearing or friction), steel strand (used for pre-tensioned or post-tensioned finished elements) and sheet piles. Inventoried materials from the listing of eligible items are specifically excluded for consideration.

The requirements of this provision shall apply only to material cost changes that occur between the date of bid opening and the date the material is shipped to the fabricator. To be eligible for this price adjustment, the Contractor, subcontractor and/or supplier is required to place his purchase order for eligible steel items for price adjustment (as identified in the contract) within 30 days after execution of this contract with the Department so as to better ensure reduced cost for steel used in such items and receipt of such items in a timely manner that shall not adversely affect his progress schedule or contract completion date. Further, in order for steel items to be eligible for adjustment, once shipped to the fabricator, the items shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by project for inspection and audit verification.

This provision allows for price adjustment for embedded steel used for pre-tensioned or post-tensioned precast components where furnishing steel is included in the unit price of the finished bid item. Steel used for post-tensioned or pre-tensioned elements shall be evaluated for price adjustment in the same manner as other steel material eligible under the requirements of this provision except that adjustment shall only apply to the tonnage or poundage of steel strand used in the pre-tensioned or post-tensioned element. This provision shall only apply to material cost changes of steel strand that occur between the date of bid opening and the date the strand material is shipped to the Contractor, subcontractor or supplier/fabricator who is placing the steel into the finished component.

Within 15 days after the date of the Award letter, the Contractor shall submit material price quotes, bid papers, or other documentation satisfactory to the Department for the bid items listed in the Contract for which it is requesting a steel price adjustment. This documentation shall support the completion of the form establishing the average price per pound for the eligible steel bid item. The Contractor must use the format as shown with this provision; no other format for presenting this information will be permitted. The Contractor shall certify that all items of documentation are original and were used in the computation of the amount bid for the represented eligible pay items for the month bids were opened. This documentation shall support the base line material price ("Base Price") of the steel item only. No adjustment will be made for changes in other components of the contract unit bid price, including, but not limited to, fabrication, shipping, storage, handling, and erection.

Failure to submit specifically required information such as purchase order, price data, bill of lading, material information or other requested information as noted herein will result in the Contractor not being eligible for price adjustment of steel items.

Price adjustment of each qualifying item under consideration will be subject to the following condition:

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There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index (“Price Index”) in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The specific Producers Price Index (PPI) to be used to adjust the price for the eligible VDOT steel items is shown in the table below. **Please note:** The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

The following table indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared:

<b>VDOT Pay Item</b>	<b>Bureau of Labor Statistics PPI Series I. D. Number WPU#</b>
Reinforcing steel (plain & epoxy coated) Steel Strand (Pre-tensioning & Post-tensioning)	101704
Plate girders & rolled beams (St'd. & High strength, diaphragms, plate bearings, etc.) Steel piling (H-pile & sheet)	Average of 1017 & 101
Steel encasement pipe Overhead sign structures, posts, poles, guardrail, sign or lighting supports, & railing	101706
Guardrail	Average of 1017 & 101707

The price adjustment will be determined by computing 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.

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The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the Work Order.

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

**Sample Form to be turned in for Steel Price Adjustment Provision**  
 (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.

Reinforcing Bar (plain)

Reinforcing Bar (epoxy coated)

H- piles

Guardrail

Posts

Pipe Encasements

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20-Jan-05

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**Sample Calculation of a Price Adjustment (increase)**

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Project bid on April 28, 2004.

Project has 450,000 lb. of structural steel.

Orders placed in timely manner and according to contract.

Contractor's \*f.o.b. supplier price for the structural steel in bid is \$0.2816 per pound.                      \*free on board

Adjusted\*\* BLS Producers Price Index (PPI) most recently published average at time of bid is 139.6.

\*\* final change  
after 4 months

All steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

$$A = B \times P \times Q$$

- Where;
- A = Steel price adjustment in lump sum dollars
  - B = Average weighted price of steel submitted with bid on project in \$ per pound
  - P = Adjusted percentage change in PPI average from shipping date to bid date minus 10% (0.10) threshold
  - Q = Total quantity of steel shipped to fabricator in October 2004 for this project in pounds

$$B = \$0.2816$$

$$P = (161.1 - 139.6) / 139.6 - 0.10 = 0.054$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.054 \times 450,000$$

$$A = \$6,842.88 \text{ pay adjustment to Contractor}$$

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**GUIDELINES - PROJECTS REQUIRING FUEL ADJUSTMENT AS AN OPTION**  
**EXCEPTIONS: NONE**

**S109F0B-0206**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**OPTIONAL ADJUSTMENT FOR FUEL**

December 20, 2005

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 will automatically not be 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:

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

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 - FEDERAL PROJECTS ONLY. (COPIED NOTE c110e0b MUST BE INCLUDED IN THE PROPOSAL WHENEVER THIS SPECIAL PROVISION IS USED.)  
EXCEPTIONS: NONE.**

S110A1F-0205

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 110.04**

November 4, 2004c

**Section 110.04** of the Specifications is replaced by the following:

**Section 110.04—Use of Disadvantaged Business Enterprises (DBEs)**

**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 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 VDOT's Road and Bridge Specifications and DBE Program rules and regulations.

All time frames referenced in this provision are expressed in workdays 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 workday.

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.

**Miscellaneous DBE Program Requirements.**

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.

**Required Contract Provisions.**

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.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the

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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

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### **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: [www.Virginiaidot.org/business/bu-civil-rights-support-specs](http://www.Virginiaidot.org/business/bu-civil-rights-support-specs).

### **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 Department of Minority Business Enterprises or VDOT in accordance with federal and VDOT guidelines. A directory listing of certified DBE firms can be obtained from Department of Minority Business Enterprises Internet website: [www.dmbes.state.va.us](http://www.dmbes.state.va.us)

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

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. 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 certified DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had and will have an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract.

Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

- (4) As a bidder good faith efforts were made to obtain certified DBE participation in the proposed contract at or above the goal for certified DBE participation established by VDOT. It has submitted as a part of its bid a true, accurate, complete, and detailed written explanation of the good faith efforts it performed to meet the contract goal for certified DBE participation.
- (5) Once awarded the contract, the Contractor shall make good faith efforts to utilize certified DBE firms to perform work designated to be performed by certified 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

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Contractor without the prior written consent of VDOT as set out within the requirements of this provision.

Once a contract is awarded, 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 certified 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.

- (6) 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. If it is awarded the contract and if VDOT determines that as the Contractor, a DBE 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 goals 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.
- (7) In the event a bond surety takes over the completion of work after VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract goals as were required of the original prime Contractor in accordance with the requirements of this specification.

#### **Designation of DBE Firms to Perform on Contract.**

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 certified DBE firms that will participate in the contract, the specific line item(s) that each listed certified DBE firm will perform, and the creditable dollar amounts of the participation of each listed certified DBE. The specific line item must reference the VDOT line number and item number contained in the proposal. The bidder further certifies, by signing its bid, it has committed to use each certified DBE firm listed for the specific work item shown to meet the contract goal for certified 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 it proposes to sublet, it has made good faith efforts to seek out and consider certified 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.

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

- (1) When a 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 Engineer that it has made good faith efforts to do so.

When a 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.

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) 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 (1) above, shall notify VDOT in writing before terminating and/or replacing the certified DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill certified 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 certified 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) Contractor's Written Request to Terminate DBE

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

- (i) The date the Contractor determined the certified DBE to be unwilling, unable, or ineligible to perform;
- (ii) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request;
- (iii) A brief statement of facts describing and citing specific actions or inaction by the certified DBE giving rise to the Contractor's assertion that the certified DBE is unwilling, unable, or ineligible to perform;
- (iv) A brief statement of the affected certified DBE's capacity and ability to perform the work as determined by the Contractor;
- (v) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the certified DBE to perform;
- (vi) The current percentage of work completed on each bid item by the certified DBE;

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- (vii) The total dollar amount currently paid per bid item for work performed by the DBE;
  - (viii) The total dollar amount per bid item remaining to be paid to the certified DBE for work completed, but for which the certified DBE has not received payment, and with which the Contractor has no dispute;
  - (ix) The total dollar amount per bid item remaining to be paid to the certified DBE for work completed, but for which the certified DBE has not received payment, and over which the Contractor and/or the certified 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 Engineer. The affected DBE firm may submit a response letter to the Department within two (2) working 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 the affected, committed DBE firm is unable or unwilling to continue the contract, and the Department will immediately approve the Contractor's request for a substitution.

- (c) Proposed Substitution of Another Certified DBE

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

When a DBE substitution is necessary the Contractor shall submit in writing the name of another certified 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 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 merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for certified DBE participation. The Contractor must document the steps taken

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that demonstrate good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

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## **Bidding Procedures.**

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

### **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 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 2 hours after the time stated in the bid proposal for the receipt of bids.

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 attained as a part of its bid documents. The bidder shall then submit its good faith efforts within two (2) working days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112 within two (2) working days after the bids have been opened and the determination of apparent lowest bidder. If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit good faith documentation, which must be received by the Contract Engineer within two (2) working days after official notification of such failure to meet the aforementioned DBE requirements.

### **Good Faith Efforts Described.**

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:

- (1) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to certified DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily newspaper of general circulation; 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 on Department standard good faith documentation forms;
- (2) Selecting portions of the work to be performed by certified 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 perform these work items completely or with its own forces;

- (3) Providing interested certified 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;
- (4) Negotiating for participation in good faith with interested DBEs;
  - (a) 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;
  - (b) A bidder using good business judgment should consider a number of factors in negotiating subcontractors, including certified 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 certified DBEs is not sufficient reason for a bidder's failure to meet the contract goal for certified 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;
- (5) A bidder cannot reject a certified DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The certified 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 certified DBE participation;
- (6) Making efforts to assist interested certified DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (7) Making efforts to assist interested certified DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (8) Effectively using the services of appropriate personnel from VDOT and from the Virginia Department of Minority Business Enterprises, (VDMBE); 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.

#### **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.

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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. 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.

If the lowest bidder is rejected for failure to submit required documentation, 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 Transportation Board (CTB).

## **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 certified written documentation of its good faith efforts made to meet the DBE contract goal as proposed by VDOT within the timeframe specified in this section of the provision. No extension of time for submittal of good faith effort documentation will be allowed. 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 certified DBE firm 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 and C-112 and good faith efforts as aforementioned, or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will 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) 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 for the Civil Rights, Scheduling and Contract and Procurement divisions, 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.

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

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the 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 Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

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

### **DBE Participation for Contract Goal Credit**

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

- (1) Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.
- (2) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for certified DBE participation in accordance with the **Designation of DBE Firms to Perform on Contract** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the certified DBE firm itself or subcontracted by the certified DBE to other certified DBE firms.
- (3) When a certified DBE performs work as a participant in a joint venture, 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 certified 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 certified DBE's credit toward the DBE contract goal.

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 VDOT certified DBE. Work that a certified 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 certified participation.

- (4) The Contractor may count expenditures to a certified DBE subcontractor toward the DBE contract goal only if the certified DBE performs a Commercially Useful Function (CUF) on that contract.
- (5) A Contractor may not count the participation of a certified 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 certified DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified by VDOT as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a VDOT 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 material, 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 certified 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 in question. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
  - (b) A certified 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 certified 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 certified 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 certified DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the certified 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 material, 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.

- (6) A Contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not regular dealers or manufacturers for DBE program purposes:
- (a) The entire amount of fees or commissions charged by a certified 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.
  - (b) The entire amount of that portion of the construction contract that is performed by the certified 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 certified DBE for contract work, including supplies purchased or equipment leased by the certified DBE, except supplies and equipment a certified DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (7) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a certified 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. Nor could a Contractor count costs for the removal or relocation of excess material from or on the job site when the certified DBE trucking company is not also the manufacturer of or a regular dealer in those materials and supplies. The certified DBE trucking firm shall also perform a 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.
- (8) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a certified 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 arranges for delivery of material, supplies, and equipment, or arranges project services but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site. A broker typically shall not purchase or pay for the material, supplies, or equipment, and if the broker does purchase or pay for those items those costs will be reimbursed in full. To receive DBE contract goal credit VDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

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

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a certified 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**

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section of this Special Provision. To perform a CUF the certified 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 certified DBE's own forces and equipment, and paying for those materials and supplies. The amount the certified DBE firm is to be paid under the contract shall be commensurate with the work the certified DBE actually performs and the DBE credit claimed for the certified DBE's performance.

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### **Monitoring CUF Performance**

It shall be the Contractor's responsibility to ensure that all certified 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 certified DBE firm fully performs the certified DBE's designated tasks with the certified DBE's own forces and equipment under the certified 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 involved, VDOT will presume that the DBE is not performing a commercially useful function and such participation will not be counted toward the contract goal.

### **Factors Used to Determine if a DBE Trucking Firm is Performing a CUF**

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

- (1) To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including but not limited to any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;
- (2) The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;
- (3) The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

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

EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. 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. In all, full DBE credit would be allowed for the participation of eight (8) trucks. With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

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

#### **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 may be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

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

After contract award, the Contractor shall submit to the Engineer a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112, executed by both parties stating the work to be performed, details or specifics concerning such work and the price which will be paid for the aforementioned work no later than seven (7) working days prior to the Notice to Proceed. 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 shall 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. 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.

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The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each month during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63 and certified on Form C-63A, or by copies of cancelled checks with appropriate identifying notations. Failure to provide the forms to the Engineer by the Contractor's monthly progress estimate date 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 Department's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the bidder as shown on Form C-32 or Form C-32A, or authorized by letter from the bidder. If certified 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.

The Contractor shall submit to the Engineer its progress schedule as required by Section 103.06 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 currently certified 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 timeframes, 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.

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

On those projects nearing completion, the Contractor must submit Form C-63 and appropriate Form C-63A(s) marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the Engineer. The forms must include each certified DBE used on the contract work and the work performed by each certified DBE. The forms shall

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include the actual dollar amount paid to each certified DBE for the accepted creditable work on the contract and monies owed the certified DBE subcontractor. The forms 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 forms 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 certified DBEs, will accompany the forms, indicating the amount, including any retainage that remains to be paid to the certified DBE(s).

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

On those projects that are complete, the Contractor shall submit a final Form C-63 and Form C-63A(s) marked "Final" to the Engineer within thirty (30) days of final acceptance. The forms must include each certified DBE used on the contract and the work performed by each DBE. The forms shall include the actual dollar amount paid to each DBE for the creditable work on the contract and monies owed the DBE subcontractor. VDOT will use these forms 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 the DBEs were paid for that work. The Contractor shall acknowledge by the act of signing and filing the forms that the information is supplied to obtain payment regarding a federal participation contract.

#### **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 109.07, 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 109.10 of the Specifications.

If the Contractor fails to make payment of the subcontractor's portion of the work within the timeframe specified herein, the subcontractor shall contact the 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 109.10 of the Specifications.

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The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully and for which the Department has accepted and paid the Contractor.

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.

### **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 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 within ten (10) days after the bid opening. Failure of bidders to submit this form in the timeframe specified will be cause for rejection of the bid.

### **Summary of Remedies Available to VDOT**

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 110.04 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:

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

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

#### **DBE Program-related Certifications Made by Bidders\Contractors**

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. Where a contract exists and where the Contractor, a DBE 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 goals 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.

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## **Bid Rejection**

The failure of bidders 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 the bid.

If the lowest bidder is rejected for failure to submit required documentation, 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 Transportation Board (CTB).

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

### **During Bidding**

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 and C-112 and good faith efforts as aforementioned or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will 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. 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 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.

## **Verification of DBE Participation and Imposed Damages for Non-compliance**

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified timeframes, 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.

## **Prompt Payment Requirements**

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The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully, and for which the Department has accepted and paid the Contractor.

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

**Suspect Evidence of Criminal Behavior.**

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

**Suspected DBE Fraud**

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

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## — DIVISION II—MATERIALS —

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**— 200 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES) —**

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**GUIDELINES – PROJECTS REQUIRING FINE AGGREGATE.  
EXCEPTIONS: NONE.**

(c202a0b-0105) **TABLE II-1 FINE AGGREGATE** of the Specifications is replaced by the following:

**Table II-1**

<b>Fine Aggregate</b>								
<b>Amounts Finer Than Each Laboratory Sieve (Square Opening) (% by Weight)</b>								
	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No.200
Grading	(9.5mm)	(4.75mm)	(2.36mm)	(1.18mm)	(600um)	(300um)	(150um)	(75um)
A	Min. 100	95-100	80-100	50-85	25-60	5- 30	Max. 10	
B	Min. 100	94-100					Max. 10	
C	Min. 100	94-100				Max. 25		

5-30-03 (SPCN)

**GUIDELINES – PROJECTS WITH COARSE AGGREGATE.  
EXCEPTIONS: NONE.**

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



(c203b0b-0804) **SECTION 203—COARSE AGGREGATE** of the Specifications is amended as follows:

**Section 203.03—Detail Requirements** is amended by adding the following:

- (e) **Flat & Elongated:** Coarse Aggregate to be used as a riding surface during construction activities or as the riding surface after construction shall contain not more than 30 percent by mass of aggregate particles retained on and above the 3/8-inch sieve having a maximum to minimum dimensional ratio greater than 5 as determined by ASTM D4791.

**Table II-3 Sizes Of Open Graded Coarse Aggregates** is replaced by the following:

**TABLE II-3**

Sizes of Open Graded Coarse Aggregates															
Amounts Finer Than Each Laboratory Sieve (Square Openings) (% by Weight)															
Va Size No.	4 in.	3 ½ in.	3 in.	2 ½ in.	2 in.	1 ½ in.	1 in.	¾ in.	½ in.	3/8 in.	No. 4	No. 8	No. 16	No. 50	No. 100
	100 mm	87.5 mm	75 mm	62.5 mm	50 mm	37.5 mm	25 mm	19 mm	12.5 mm	9.5 mm	4.75 mm	2.36 mm	1.18 mm	300 um	150 um
1	Min. 100	90-100		25-60		Max. 15		Max. 5							
2			Min. 100	90-100	35-70	Max. 15		Max. 5							
3				Min. 100	90-100	35-70	0-15		Max. 5						
357				Min. 100	95-100		35-70		10-30		Max. 5				
5						Min. 100	90-100	20-55	Max. 10	Max. 5					
56						Min. 100	90-100	40-85	10-40	Max. 15	Max. 5				
57						Min. 100	95-100		25-60		Max. 10	Max. 5			
67							Min. 100	90-100		20-55	Max. 10	Max. 5			
68							Min. 100	90-100		30-65	5-25	Max. 10	Max. 5		
7								Min. 100	90-100	40-70	Max. 15	Max. 5			
78								Min. 100	90-100	40-75	5-25	Max. 10	Max. 5		
8									Min. 100	85-100	10-30	Max. 10	Max. 5		
8P									Min. 100	75-100	5-30	Max. 5			
9										Min. 100	85-100	10-40	Max. 10	Max. 5	
10										Min. 100	85-100				10-30

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**Table II-5 Abrasion** is revised to delete the words **Magnesium Sulfate** and **Freeze and Thaw**.

8-17-04 (SPCN)

**GUIDELINES – PROJECTS WITH CRUSHER RUN AGGREGATE.**  
**EXCEPTIONS: NONE.**

(c205a0b-0304) **SECTION 205 – CRUSHER RUN AGGREGATE** of the Specifications is amended by moving Section 205.02(c) to Section 205.03(e) under Detail Requirements and rewording it as follows:

- (e) **Flat & Elongated:** Crusher Run Aggregate to be used as a riding surface during construction activities or as the riding surface after construction shall contain not more than 30 percent by mass of aggregate particles retained on and above the 3/8 inch sieve having a maximum to minimum dimensional ratio greater than 5 as determined by ASTM D4791.

9-17-03 (SPCN)

**GUIDELINES –PROJECTS WITH SELECT MATERIAL**  
**EXCEPTIONS: NONE.**

(c207a0b-1203) **SECTION 207.02—DETAIL REQUIREMENTS** of the Specifications is amended by adding the following:

- (e) **Flat and Elongated:** Select Materials to be used as a riding surface during construction activities or as the riding surface after construction shall contain not more than 30 percent by mass of aggregate particles retained on and above the 3/8-inch sieve having a maximum to minimum dimensional ratio greater than 5 as determined by ASTM D4791.

9-17-03 (SPCN)

**GUIDELINES – PROJECTS WITH SUBBASE AND AGGREGATE BASE MATERIAL.**  
**EXCEPTIONS: NONE.**

(c208b0b-0407) **SECTION 208—SUBBASE AND AGGREGATE BASE MATERIAL** of the Specifications is amended as follows:

**Table II-9** is replaced with the following:

<b>TABLE II-9</b>
<b>Design Range for Dense Graded Aggregates</b>
<b>Amounts Finer Than Each Laboratory Sieve (Square Openings*)</b>
<b>(% by Weight)</b>

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



Size No.	2 in	1 in	3/8 in	No. 10	No. 40	No. 200	ASTM D4791 Flat & Elongated 5:1
21A	100	94-100	63-72	32-41	14-24	6-12	30 % max.
21B	100	85-95	50-69	20-36	9-19	4-7	30 % max.
22	---	100	62-78	39-56	23-32	8-12	30 % max.

\*In inches, except where otherwise indicated. Numbered sieves are those of the U. S. Standard Sieve Series.

**Section 208.03—Detail Requirements** is amended by adding the following:

- (g) **Flat and Elongated:** Subbase and Aggregate Base Materials to be used as a riding surface during construction activities or as the riding surface after construction shall contain not more than 30 percent by mass of aggregate particles retained on and above the 3/8-inch sieve having a maximum to minimum dimensional ratio greater than 5 as determined by ASTM D4791.

**Section 208.06—Acceptance** is amended to replace the third sentence of the third paragraph with the following:

Unless otherwise approved, samples shall be obtained from the approximate center of truckloads of material.

6-9-06 (SPCN)

**GUIDELINES - PROJECTS REQUIRING JOINT MATERIALS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c212c0b-1106) **SECTION 212—JOINT MATERIALS** of the Specifications is amended as follows:

**Section 212.02-Detail Requirements** is amended by replacing (a) 1. **Asphalt Sealer** with the following:

- 1. **Asphalt sealer** shall conform to the requirements of ASTM D 6690 Type II.

And by replacing (h) with the following:

- (h) **Gaskets for pipe** shall conform to the following: Rubber gaskets for ductile iron pipe and fittings shall conform to the requirements of AWWA C111; rubber gaskets for all other pipe shall conform to the requirements of ASTM C443 and the ozone cracking resistance described in Section 237.02(a) 4 of the Specifications.

Preformed plastic gaskets shall conform to the requirements of AASHTO M198.

2-14-06 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - PROJECTS REQUIRING DAMP-PROOFING AND WATERPROOFING OF MATERIALS.**  
**EXCEPTIONS: NONE.**

(c213a0b-0105) **SECTION 213.02—DETAIL REQUIREMENTS** of the Specifications is amended by replacing (a) with the following:

(a) **Asphalt** shall conform to the requirements of ASTM D4479. Primer shall conform to the requirements of AASHTO M116.

1-30-03 (SPCN)

**GUIDELINES - PROJECTS REQUIRING HYDRAULIC CEMENT CONCRETE ADMIXTURES. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]**  
**EXCEPTIONS: NONE.**

(c215a0b-1106) **SECTION 215—HYDRAULIC CEMENT CONCRETE ADMIXTURES** of the Specifications is amended as follows:

**Section 215.02(j)—Corrosion Inhibitor** is replaced with the following:

**Corrosion Inhibitor** shall contain a minimum 30 percent solution of calcium nitrite or other approved material.

2-14-06 (SPCN)

**GUIDELINES - PROJECTS REQUIRING WATER FOR USE IN MIXING WITH CEMENT OR LIME.**  
**EXCEPTIONS: NONE.**

(c216a0b-0105) **SECTION 216.02—DETAIL REQUIREMENTS** of the Specifications is amended to replace the fourth paragraph with the following:

Wash water from hydraulic cement concrete mixer operations will be permitted to be reused in the concrete mixture provided it is metered and is 25 percent or less of the total water. The total water shall conform to the acceptance criteria of ASTM C94, Tables 1 and 2. A uniform amount of wash water shall be used in consecutive batches, with subsequent admixture rates adjusted accordingly to produce a workable concrete conforming to the Specifications.

1-30-03 (SPCN)

**GUIDELINES - PROJECTS SELECTED BY THE DISTRICT CONSTRUCTION ENGINEER.**  
**EXCEPTIONS: NONE.**

(c217a0b-0702) **SECTION 217.09(b) READY-MIXED CONCRETE** of the Specifications is amended to replace the fourth paragraph with the following:

Each batch of concrete, retarded or unretarded, shall be delivered to the site of work and discharged within 2 1/2 hours from the instant the cement is introduced to the mix.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



8-1-91, Reissued 7-9-02 (SPCN)

**GUIDELINES - ALL PROJECTS REQUIRING HYDRAULIC CEMENT CONCRETE (ALL CONCRETE ITEMS INCLUDING PIPE).  
EXCEPTIONS: NONE.**

(c217c0b-0105) **SECTION 217—HYDRAULIC CEMENT CONCRETE** of the Specifications is amended as follows:

**Section 217.05(c)—Mobile Production Plants** is amended by replacing 4. with the following:

4. During discharge, the consistency, determined by the slump cone method (ASTM C143) on representative samples taken from the discharge of the mixer at random intervals, shall not vary by more than 1 inch.

**Section 217.08(a)—Air and Consistency Tests** is replaced with the following:

**Air and Consistency Tests:** Air and consistency tests will be performed by the Department prior to discharge into forms to ensure that specification requirements are consistently being complied with for each class of concrete. The sample secured for the tests will be taken after at least 2 cubic feet of concrete has been discharged from the delivery vehicle. The Contractor shall provide a receptacle conforming to the requirements of ASTM C31, Section 5.9, for the Department's use in obtaining its sample. If either determination yields a result that is outside the allowable range for air content or consistency, the following procedures will be used:

1. The Engineer will immediately perform a recheck determination. If the results confirm the original test results, the load will be rejected.
2. The Contractor's representative will be immediately informed of the test results.
3. The Contractor's representative shall notify the producer of the test results through a preestablished means of communication.

The Engineer may perform any additional tests deemed necessary and reject all remaining material that fails the tests.

Entrained air content will be determined in accordance with the requirements of ASTM C231 or C173. Acceptance or rejection will be based on the results obtained from these tests.

In general, a mixture that contains the minimum amount of water consistent with the required workability shall be used. Consistency will be determined in accordance with the requirements of ASTM C143. Adding cement to loads previously rejected for excessive water content or consistency will not be permitted.

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**Section 217.08(b)—Strength Tests** is amended to replace the first paragraph with the following:

**Strength Tests:** The 28-day strengths specified in Table II-17 are the strengths used in the design calculations. The Engineer will verify design strengths by tests made during the progress of the work in accordance with the requirements of ASTM C39, C31, or C42. If the test results do not conform to the strengths specified in Table II-17, immediate steps shall be taken to adjust the design mixture and an investigation will be initiated to determine the acceptability of the concrete.

**Table II-17 Requirements For Hydraulic Cement Concrete** is replaced with the following:

**TABLE II-17**  
**Requirements for Hydraulic Cement Concrete**

Class of Concrete	Design Min. Laboratory Compressive Strength at 28 Days (f <sub>c</sub> ) (psi)	Aggregate Size No.	Nominal Max. Aggregate Size (in.)	Min. Grade Aggregate	Min. Cement Content (lb./cu. yd.)	Maximum Water (lb. water/ lb. cement)	Consistency (in. of slump)	Air Content (%) <sup>1</sup>
A5 Prestressed and other special designs <sup>2</sup>	5,000	57 or 68	1	A	635	0.40	0-4	4½ ±1½
A4.5 General	4,500	57	1	A	635	0.45	2-4	6½ ±1½
A4 General	4,000	57	1	A	635	0.45	2-4	6½ ±1½
A4 Posts & rails <sup>3</sup>	4,000	7	1/2	A	635	0.45	2-5	7 ±2
A3.5 General	3,500	57	1	A	588	0.49	1-5	6 ±2
A3 General	3,000	57	1	A	588	0.49	1-5	6 ±2
A3 Paving	3,000	57	1	A	564	0.49	0-3	6 ±2
B2 Massive or lightly reinforced	2,200	57	1	B	494	0.58	0-4	4 ±2
C1 Massive unreinforced	1,500	57	1	B	423	0.71	0-3	4 ±2
T3 Tremie seal	3,000	57	1	A	635	0.49	3-6	4 ±2
Latex hydraulic cement concrete <sup>4</sup>	3,500	7 or 8	1/2	A	658	0.40	4-6	5 ±2
Silica fume concrete	5,000	7 or 8	1/2	A	658 <sup>5</sup>	0.40	4-7	6 ±2

<sup>1</sup> When a high-range water reducer is used, the upper limit for entrained air may be increased by 1% and the slump shall not exceed 7 inches.

<sup>2</sup> When Class A5 concrete is used as the finished bridge deck riding surface, or when it is to be covered with asphalt concrete with or without waterproofing, the air content shall be 5½ ±1½%.

<sup>3</sup> When necessary for ease in placement, aggregate No. 7 shall be used in concrete posts, rails, and other thin sections above the top of bridge deck slabs.

<sup>4</sup> The latex modifier content shall be 3.5 gallons per bag of cement. Slump shall be measured approximately

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



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4½ minutes after discharge from the mixer.

<sup>5</sup> Minimum 7% silica fume replacement by weight of the total cementitious material.

**Note:** The Contractor may substitute a higher class of concrete for that specified at his expense.

8-17-04 (SPCN)

**GUIDELINES - PROJECTS REQUIRING MATERIALS FOR CURING CONCRETE.  
EXCEPTIONS: NONE.**

(c220a0b-0105) **SECTION 220.02(d)—LIQUID MEMBRANE-FORMING COMPOUNDS** of the Specifications is amended by replacing 5. with the following:

5. The average moisture loss at 24 hours shall be not more than 0.20 kilograms per square meter of exposed surface. At 72 hours, it shall not be more than 0.30 kilograms per square meter.

8-17-04 (SPCN)

**GUIDELINES - PROJECTS REQUIRING PIPE AND PIPE ARCHES. [USE BY THE NOVEMBER 2006  
ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c232a0b-1106) **SECTION 232—PIPE AND PIPE ARCHES** of the Specifications is amended as follows:

**Section 232.02(c)1. Corrugated Steel Culvert Pipe and Pipe Arches** is amended to replace the last sentence of the first paragraph with the following:

The pipe sections, as well as end sections and connection bands, shall be fabricated from materials conforming to the applicable requirements of AASHTO M218 for galvanized pipe, AASHTO M274 for aluminum coated pipe, AASHTO M289 for aluminum zinc alloy coated pipe or AASHTO M246 for metallic coated, polymer pre-coated pipe.

11-21-05 (SPCN)

**GUIDELINES - GUIDELINES - PROJECTS REQUIRING EPOXY-RESIN SYSTEMS.  
EXCEPTIONS: NONE.**

(c243a0b-1103) **SECTION 243.02—DETAIL REQUIREMENTS** of the Specifications is amended as follows:

**SECTION 243.02(b) 3. - CLASS C** is replaced with the following:

**Class C:** for use above 60 degrees F

**SECTION 243.02 (c) - MIXING EPOXY** is amended to replace the third sentence of the first paragraph with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
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Component B shall contain one or more hardening agents that when mixed with Component A will cause the system to polymerize and harden to conform to the requirements of Table II-21.

4-22-03 (SPCN)

**GUIDELINES - PROJECTS REQUIRING PAVEMENT LINE MARKING.**  
**EXCEPTIONS: NONE.**

(c246b0b-1005) **SECTION 246—PAVEMENT MARKING** of the Specifications is amended as follows:

**Section 246.02(a) White And Yellow Pavement Marking Material** is amended to replace the sixth paragraph with the following:

Initial nighttime color of yellow thermoplastic and yellow epoxy pavement marking material shall conform to the following CIE chromaticity coordinate requirements when tested in accordance with VTM 111.

Cie Chromaticity Coordinate Limits (initial with drop-on beads)

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
Yellow	0.486	0.439	0.520	0.480	0.560	0.440	0.498	0.426

**Section 246.02(g)1.c.(1) Maintained Retroreflectivity** is amended to replace the table with the following:

Coefficient of Retroreflected Luminance (R<sub>L</sub>)

Color	Type D, Class I (15 meter)	Type D, Class I (30 meter)	Type D, Class II (15 meter)	Type D, Class II (30 meter)
White	150	100	225	150
Yellow	100	65	150	100

2-17-05 (SPCN)

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—**200 SERIES SPs (SPECIAL PROVISIONS)**—

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-----The Guidelines below are not to appear in the final Proposal/Contract-----

**GUIDELINES – ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

-----The Guidelines above are not to appear in the final Proposal/Contract-----

S200A0B-1007

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 200—GENERAL**

April 19, 2007

**SECTION 200—GENERAL** of the Specifications is amended as follows:

**Section 200.04—Acceptance Procedures for Aggregates** is amended by adding the following:

Crushed glass may be used for construction in drainage, embankment and backfilling applications, except for undercutting and foundation support for bridges, abutments, retaining walls and box culverts. The substitution of crushed glass will be permissive and limited to applications using material of size 3/8 inch and smaller where permitted for use in the Specifications.

**Section 200.06(b)—Asphalt Concrete Plant Technician** is replaced with the following:

(b) **Asphalt Plant Technician:** An Asphalt Plant Technician samples material and is capable of conducting any tests necessary to put the plant into operation.

**Section 200.06(c)—Hydraulic Cement Concrete Plant Technician:** is replaced with the following:

(c) **Concrete Plant Technician:** A Concrete Plant Technician performs necessary adjustments in the proportioning of material used to produce the specified concrete mixtures

**Section 200.06(d)—Hydraulic Cement Concrete Batcher:** is replaced with the following:

(d) **Concrete Batcher:** A Concrete Batcher performs the batching operation. The batcher implements adjustments only at the direction of a certified Concrete Plant Technician unless the batcher's certification authorizes otherwise.

**Section 200.06(e)—Asphalt Paving Technician** is replaced with the following:

(e) **Asphalt Field Technician:** An Asphalt Field Technician inspects asphalt concrete placement in accordance with applicable requirements.

**Section 200.06(f)—Concrete Field Technician** is replaced with the following:

(f) **Concrete Field Technician:** A Concrete Field Technician provides quality control of placement operations for hydraulic cement concrete in accordance with applicable requirements

**Section 200.06** is amended by adding the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
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- (g) **Asphalt Mix Design Technician:** An Asphalt Mix Design Technician is responsible for designing and adjusting mixes as needed, reviewing and approving all test results, having direct communication with the plant for making recommended adjustments and capable of conducting any tests necessary to put the plant into operation.
- (h) **Aggregate Properties Technician:** An Aggregate Properties Technician conducts all aggregate tests on aggregate used in asphalt concrete in accordance with applicable requirements.
- (i) **Slurry Surfacing Technician:** A Slurry Surfacing Technician inspects the placement of emulsified asphalt slurry seal and latex modified emulsion treatment (Micro-surfacing) in accordance with applicable requirements.
- (j) **Surface Treatment Technician:** A Surface Treatment Technician inspects the placement of single seal and modified (blotted) seal coats in accordance with applicable requirements.

**GUIDELINES - WHEN REQUESTED BY THE DESIGNER:**  
**EXCEPTIONS: NONE.**

S208A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CRUSHED HYDRAULIC CEMENT CONCRETE (CHCC)**  
(USED AS SUBBASE AND AGGREGATE BASE MATERIAL)

May 10, 2000  
Reissued July 9, 2002

**SECTION 208-SUBBASE AND AGGREGATE BASE MATERIAL** of the Specifications is amended as follows:

**Section 208.02 - Materials** is replaced with the following:

- (a) **Subbase materials** may consist of any mixture of natural or crushed gravel, crushed stone or slag, crushed hydraulic cement concrete (CHCC), natural or crushed sand; with or without soil mortar. Subbase material may be used in a stabilized or unstabilized form.
- (b) **Aggregate base material** may be designated as Type I or Type II as follows: **Type I** shall consist of crushed stone, crushed slag, crushed hydraulic cement concrete (CHCC), crushed gravel or any combination of these material: with or without soil mortar or other admixtures. Crushed gravel shall consist of particles of which at least 90 percent by weight of the material retained on the No. 10 sieve shall have at least one face fractured by artificial crushing. **Type II** shall consist of gravel, stone, or slag screening; fine aggregate and crushed coarse aggregate; sand-clay-gravel mixtures; crushed hydraulic cement concrete; or any combination of these materials; with or without soil mortar or other admixtures. Aggregate base materials Type I or II may be used in a stabilized or unstabilized form.
- (c) **Crushed Hydraulic Cement Concrete** shall not be used as Subbase or aggregate base material when any subsurface drainage system, such as standard underdrains (UD-4 or UD-5) and /or a stabilized open graded aggregate drainage layer (OGDL) is present, except when the CHCC is cement stabilized.

**Section 208.03 (b)** is amended to add the following paragraph after Table II-11:

**Plasticity:** Subbase and aggregate base materials shall be either non-plastic (PI=0) or shall conform to the requirements of Table II-11 when tested in accordance with VTM-7. If the material is classified as non-plastic (PI=0), in accordance with VTM-7, the Liquid Limit requirement will be waived. Exceptions to this provision are noted as follows:

1. 100% CHCC and 20% or less CHCC Blends will be tested and subject to penalty as noted in Table II-11 for the plasticity index, excluding Liquid Limit penalties.
2. Greater than 20% CHCC Blends will follow testing guidelines as set forth in Section 208.06 (b) for Atterburg limits.

**Section 208.03 (g)** is added as follows:

**Deleterious Material:** The quantity of deleterious materials present in stockpiles of Crushed Hydraulic Cement Concrete, to be used in blending with virgin aggregates or as 100% CHCC, shall not exceed the following values:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



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<b>MATERIAL</b>	<b>PERCENT BY WEIGHT</b>
Asphalt Concrete	5.0
Glass and Metals	5.0
Wood, Plastic, Brick and other foreign matter	0.5

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**Section 208.04 - Job-Mix Formula** is amended to designate the first paragraph as (a).

**Section 208.04(b)** is added as follows:

(b) A job mix formula shall be submitted for the engineer's approval for each category of CHCC mixture used. Designated categories shall indicate the mixture percentage of CHCC used according to the following criteria:

1. **Category 1:** 100% CHCC

**Category 2:** 20% or less CHCC ( 20%)

**Category 3:** greater than 20% CHCC but less than 100% CHCC (>20%<100%)

2. The quantity of CHCC in the mix shall be expressed as a percentage of the total mix.

**Section 208.06 - Acceptance** is amended to designate the first paragraph as (a).

**Section 208.06(b)** is added as follows:

(b) This section applies specifically to the use of Crushed Hydraulic Cement Concrete (CHCC) mixtures. All provisions for acceptance of these products shall conform to the same criteria as in 208.06(a) with the following additions:

1. **100% CHCC** shall conform to the requirements of this special provision.

2. **20% or Less CHCC Blends** shall conform to the requirements of this special provision.

3. **Greater than 20% CHCC Blends** shall conform to the following:

a. The virgin aggregate portion of the blend will be tested for Atterberg limits, prior to CHCC blending.

b. Price adjustments for Liquid Limit and the Plasticity Index of the virgin aggregates used in the blend with CHCC shall be in accordance with Table II-11.

c. No additional testing for Liquid Limit or Plasticity Index will be required on the final blended product.

4. All shipments of products containing CHCC must be designated on the shipping ticket (scale ticket) by the use of the letter "R". Examples: [22R, 21AR and 21BR] for: Aggregate Base material, Type I or Subbase materials.

-----The Guidelines below are *not* to appear in the final Proposal/Contract-----

**GUIDELINES— PROJECTS REQUIRING SUPERPAVE ASPHALT CONCRETE. USE WITH SPECIAL PROVISION S315A. [INCLUDE SPECIAL PROVISION S200A TECHNICIAN AND BATCHER CERTIFICATION]**  
**EXCEPTIONS: NONE.**

-----The Guidelines above are *not* to appear in the final Proposal/Contract-----

S211A6B-1007

VIRGINIA DEPARTMENT OF TRANSPORTATION  
 SPECIAL PROVISION FOR  
**SECTION 211—ASPHALT CONCRETE MIXTURES  
 (SUPERPAVE)**

December 1, 2006

**SECTION 211—ASPHALT CONCRETE** of the Specifications is amended as follows:

**Section 211.01—Description** is amended to replace the “ESALs” table in the second paragraph with the following:

Mix Type	Equivalent Single Axle Load (ESAL) Range (millions)	Asphalt Performance Grade (PG)	Aggregate Nominal Maximum Size*
SM-9.0 A	0 to 3	64-22	3/8"
SM-9.0 D	3 to 10	70-22	3/8"
SM-9.0 E	Above 10	76-22	3/8"
SM-9.5 A	0 to 3	64-22	3/8"
SM-9.5 D	3 to 10	70-22	3/8"
SM-9.5 E	Above 10	76-22	3/8"
SM-12.5 A	0 to 3	64-22	1/2"
SM-12.5 D	3 to 10	70-22	1/2"
SM-12.5 E	Above 10	76-22	1/2"
IM-19.0 A	Less than 10	64-22	3/4"
IM-19.0 D	10 and above	70-22	3/4"
BM-25.0 A	All ranges	64-22	1"
BM-25.0 D	Above 10	70-22	1"

Asphalt concrete shall conform to the requirements for the type designated.

\*Nominal Maximum Size is defined as one sieve size larger than the first sieve to retain more than 10 percent aggregate.

**Section 211.02—Materials** is amended as follows:

**Table II-12A Aggregate Properties** is replaced with the following:

**T A B L E II - 12A  
 A G G R E G A T E P R O P E R T I E S**

Coarse Aggregate Properties	Fine Aggregate Properties
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\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



Mix Type	Coarse Aggregate Angularity (CAA)		ASTM D4791 F & E "(5:1) Percent by weight	SE	FAA
	1 fractured Face	2 fractured Faces			
SM-9.0 A	85% min.	80% min.	10% Max	40% min.	40% min.
SM-9.0 D	85% min.	80% min.	10% Max	45% min.	45% min.
SM-9.0 E	95% min.	90% min.	10% Max	45% min.	45% min.
SM-9.5 A	85% min.	80% min.	10% Max	45% min.	45% min.
SM-9.5 D	85% min.	80% min.	10% Max	45% min.	45% min.
SM-9.5 E	95% min.	90% min.	10% Max	45% min.	45% min.
SM-12.5 A	85% min.	80% min.	10% Max	45% min.	45% min.
SM-12.5 D	85% min.	80% min.	10% Max	45% min.	45% min.
SM-12.5 E	95% min.	90% min.	10% Max	45% min.	45% min.
IM-19.0 A	85% min.	80% min.	10% Max	45% min.	45% min.
IM-19.0 D	95% min.	90% min.	10% Max	45% min.	45% min.
BM-25.0 A	80% min.	75% min.	10% Max	45% min.	45% min.
BM-25.0 D	80% min.	75% min.	10% Max	45% min.	45% min.

Section 211.02(a) is amended to add the following:

In addition, asphalt mixtures with the E designation shall meet the asphalt cement requirements in Section 211.04(e)1.

Section 211.03—Job-Mix Formula is amended as follows:

Section 211.03—Job-Mix Formula is amended by replacing the last sentence of the first paragraph with the following:

Each approved job-mix formula shall remain in effect, provided the results of tests performed on material currently being produced consistently meet the requirements of the job-mix for grading, asphalt content, temperature, SUPERPAVE compaction results, and the requirements of Section 315.

Table II-13 ASPHALT CONCRETE MIXTURES - DESIGN RANGE is replaced with the following:

**T A B L E II-13**  
**ASPHALT CONCRETE MIXTURES-DESIGN RANGE**  
**PERCENTAGE BY WEIGHT PASSING SQUARE MESH SIEVES**

Mix Type	2 in	1 1/2 in	1 in	3/4 in	1/2 in	3/8 in	No. 4	No. 8	No. 30	No.50	No.200
SM-9.0 A,D,E					100*	90-100	90 max	47-67			2-10
SM-9.5 A,D,E					100*	90-100	80 max	38-67			2-10
SM-12.5 A,D,E				100	95-100	90 max	--	34-50			2-10
IM-19.0 A,D			100	90-100	90 max	--	--	28-49			2-8
BM-25.0 A,D	100	90-100	90 max		--	--	--	19-38			1-7
C (Curb Mix)					100	92-100	70-75	50-60	28-36	15-20	7-9

**Legend:** SM = Surface Mixture; IM = Intermediate Mixture; BM = Base Mixture; C = Curb Mixture

\* A production tolerance of 1% will be applied to this sieve, regardless of the number of tests in the lot.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**Section 211.03(a)** is amended to replace the second sentence of the first paragraph with the following:

The contractor shall have available all of the equipment outlined in AASHTO TP-4 (section 4-6) and a Department certified Asphalt Mix Design Technician.

**Section 211.03(a)** is amended to include the following:

The Superpave mixture shall be compacted in a gyratory compactor with an internal angle of  $1.16 \pm 0.02^\circ$ . The internal angle shall be measured and calibrated using a cold (non-mix) device.

**Section 211.03(c)** is amended to delete the second sentence of the first paragraph.

**Section 211.03(d)** is amended to include the following:

8. Permeability test data shall be submitted in accordance with VTM-120 using either single point verification or the regression method for each surface mix having a different gradation. If the average of the permeability results from the single point verification method exceeds  $150 \times 10^{-5}$  cm/sec, or if the regression method predicts a permeability exceeding  $150 \times 10^{-5}$  cm/sec at 7.5% voids, the contractor shall redesign the mixture to produce a permeability number less than  $150 \times 10^{-5}$  cm/sec.

**Section 211.03(f)** is amended to replace the sixth and seventh paragraphs with the following:

Based on rut testing performed by the Department and/or field performance of the job-mix, the Engineer reserves the right to require adjustments to the job-mix formula.

**Table II-14 MIX DESIGN CRITERIA** is replaced with the following:

**TABLE II-14**  
MIX DESIGN CRITERIA

Mix Type	VTM (%)	VFA (%)	VFA (%)	Min.	Fines/Asphalt	Number of Gyration			Density
	Production (Note 1)	Design	Production (Note 2)	VMA (%)	Ratio (Note 3)	N Design	N Initial	N Max	(%) at N Initial
SM-9.0 A <sup>Notes 1,2,3</sup>	2.0-5.0	75-80	70-85	16	0.6-1.3	65	7	100	≤ 90.5
SM-9.0 D <sup>Notes 1,2,3</sup>	2.0-5.0	75-80	70-85	16	0.6-1.3	65	7	100	≤ 89.0
SM-9.0 E <sup>Notes 1,2,3</sup>	2.0-5.0	75-80	70-85	16	0.6-1.3	65	7	100	≤ 89.0
SM-9.5 A <sup>Notes 1,2,3</sup>	2.0-5.0	73-79	68-84	15	0.6-1.2	65	7	100	≤ 90.5
SM-9.5 D <sup>Notes 1,2,3</sup>	2.0-5.0	73-79	68-84	15	0.6-1.2	65	7	100	≤ 89.0
SM-9.5 E <sup>Notes 1,2,3</sup>	2.0-5.0	73-79	68-84	15	0.6-1.2	65	7	100	≤ 89.0
SM-12.5 A <sup>Notes 1,2,3</sup>	2.0-5.0	70-78	65-83	14	0.6-1.2	65	7	100	≤ 90.5
SM-12.5 D <sup>Notes 1,2,3</sup>	2.0-5.0	70-78	65-83	14	0.6-1.2	65	7	100	≤ 89.0
SM-12.5 E <sup>Notes 1,2,3</sup>	2.0-5.0	70-78	65-83	14	0.6-1.2	65	7	100	≤ 89.0
IM-19.0 A <sup>Notes 1,2,3</sup>	2.0-5.0	69-76	64-81	13	0.6-1.2	65	7	100	≤ 90.5

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IM-19.0 D	Notes 1,2,3	2.0-5.0	69-76	64-81	13	0.6-1.2	65	7	100	≤ 89.0
BM-25.0 A	Notes 2,3,4	2.0-5.0	67-75	62-83	12	0.6-1.3	65	7	100	≤ 89.0
BM-25.0 D	Notes 2,3,4	2.0-5.0	67-75	62-83	12	0.6-1.3	65	7	100	≤ 89.0

- Note 1:** Asphalt content should be selected at 4.0 percent Air Voids,
- Note 2:** During production of an approved job mix, the VFA shall be controlled within these limits.
- Note 3:** Fines-Asphalt Ratio is based on effective asphalt content.
- Note 4:** Base mix shall be designed at 3.5 percent air voids. BM-25.0 A shall have a minimum asphalt content of 4.4 percent, unless otherwise approved by the Engineer. BM-25.0 D shall have a minimum asphalt content of 4.6 percent, unless otherwise approved by the Engineer.

**Table II-14A RECOMMENDED PERFORMANCE GRADE OF ASPHALT** is replaced with the following:

**TABLE II-14A  
RECOMMENDED PERFORMANCE GRADE OF ASPHALT**

Mix Type	Percentage RAP in Mix	
	0.0 - 20.0	Over 20.0
SM-9.0A, SM-9.5A, SM-12.5A	PG 64-22	PG 58-28
SM-9.0D, SM-9.5D, SM-12.5D	PG 70-22	PG 64-28
SM-9.0E, SM-9.5E, SM-12.5E	PG 76-22	PG 70-28
IM-19.0A	PG 64-22	PG 58-28
IM-19.0D	PG 70-22	PG 64-28
BM-25.0A	PG 64-22	PG 64-22*
BM-25.0D	PG 70-22	PG 70-22*

\*BM-25.0A mixes using more than 25% RAP shall use PG 58-22 and BM-25.0D mixes using more than 25% RAP shall use PG 64-22.

**Section 211.04(c)** is replaced with the following:

- (c) **Types BM-25.0A and BM-25.0D** asphalt concrete shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag or stone screenings or a combination thereof combined with asphalt cement.

**Section 211.05—Testing** is amended to replace the second and third paragraphs with the following:

The Contractor shall have a VDOT certified Asphalt Mix Design Technician for designing and adjusting mixes as necessary. The Asphalt Mix Design Technician or Asphalt Plant Technician may perform testing of asphalt mixes. The Asphalt Mix Design Technician shall be responsible for reviewing and approving the results of all testing. The Asphalt Mix Design Technician shall be available and have direct communication with the plant for making necessary adjustments in the asphalt concrete mixes at the mixing plant. The Asphalt Mix Design Technician and Asphalt Plant Technician shall each be capable of conducting any tests necessary to put the plant into operation, however, it shall be the responsibility of the Asphalt Mix Design Technician to produce a mixture within the requirements of these specifications. The Department will award certification.

**Section 211.05—Testing** is amended to add the following sentence to the sixth paragraph:

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The Department will conduct onsite inspections so the Contractor's Asphalt Mix Design Technician can demonstrate knowledge of SUPERPAVE mix design and production requirements on Department supplied mixture.

**Section 211.05—Testing** is amended to replace the first sentence of the seventh paragraph with the following:

Aggregate specific gravity and aggregate property tests shall be conducted by a Department certified Aggregate Properties Technician or Asphalt Mix Design Technician on each aggregate component (including RAP) or total aggregate mixture once at design and once prior to beginning production in each calendar year.

**Section 211.06—Tests** is replaced with the following:

The Department may sample materials entering into the composition of the asphalt concrete, the mixture or the completed pavement. The Contractor shall cooperate with the Engineer in obtaining these samples. When samples are obtained from the pavement, the resulting voids shall be filled and refinished by the Contractor without additional compensation.

When asphalt cement is extracted and recovered in accordance with AASHTO T170, the recovered asphalt cement shall have the following penetration.

Mix Type	Recovered Penetration
SM-9.0A, 9.5A, 12.5A	min 35
SM-9.0D, 9.5D, 12.5D	min 25
IM-19.0A	min 35
IM-19.0D	min 25
BM-25.0A	min 35
BM-25.0D	min 25

**NOTE:** Recovered Penetration and Ductility shall not be performed on SM-9.5E, 12.5E, and all (M) and (S) mixes.

Abson recovery samples that fail recovered penetration shall be PG graded according to AASHTO M320. If the samples meet the required grade specified in Section 211.01, they shall be deemed acceptable.

When the Department performs PG grading on a Contractor's liquid asphalt storage tank, the Engineer will notify the Asphalt Concrete Producer and Binder Supplier if tests indicate that the binder properties of the asphalt material differs from the approved job-mix. It will be the responsibility of the Asphalt Concrete Producer and Binder Supplier to determine corrective action with the approval of the Engineer.

**Section 211.07—Plant Inspections** is amended to include the following:

In addition, the Contractor shall have all Laboratory Scales and Gyrotory Compactors calibrated once a year by an independent source. The Contractor shall maintain the calibration records for 3 years.

**Section 211.08—Acceptance** is amended to replace the fourth sentence of the first paragraph with the following:

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Where the Contractor's test results indicate that the mixture conforms to the gradation, asphalt cement content and mix temperature requirements of the Specifications, the mixture will be acceptable for these properties; however, nothing herein will be construed as waiving the requirements of Sections 106.06, 200.02, 200.03, and 315 of the Specifications or relieving the Contractor of the obligation to furnish and install a finished functional product that conforms to the requirements of the Contract.

**Section 211.08—Acceptance** is amended to replace the second sentence of the second paragraph with the following:

Unless otherwise approved, samples shall be obtained from the approximate center of truckloads of material.

**Section 211.09—Adjustment System** is amended to replace the third paragraph with the following:

The Contractor shall control the variability of his product in order to furnish a uniform mix. When the quantity of any one-type material furnished a project exceeds 4000 tons, the variability of the total quantity furnished will be determined on the basis of the standard deviation for each sieve size and the asphalt content. In the event the standard deviation is within the ranges shown in Table II-16, the unit bid price for the material will be adjusted as indicated herein. Adjustments for standard deviation computations will not be made on more than two job mixes for the same type material.

**Section 211.12(a) Certification for Plant Operation and Sampling** is amended to replace the first paragraph with the following:

There shall be a certified Asphalt Plant Technician for sampling material at the plant.

**Section 211.12(h) Equipment for Preparation of Asphalt Material** is amended to include the following:

A sampling valve shall be provided for sampling of each asphalt storage tank used in production of the mix. If there are multiple storage tanks, then a dedicated valve for each tank shall be provided.

**Section 211.15—Initial Production** is amended by replacing the first sentence of the first paragraph with the following:

At the start of production of a mix not previously used on a state roadway, the Contractor shall place 100 to 300 tons or up to one day's production as directed by the Engineer at an approved site (may be project site) so the Engineer can examine the mixing plant's process control, the Contractor's placement procedures, surface appearance, of the mix compaction patterns of the Contractor's roller(s) and correlation of the nuclear density device.

**Table II-13A MINIMUM AND MAXIMUM BOUNDARIES OF RESTRICTED GRADATION** is deleted.

**Table II-15 PROCESS TOLERANCE and its footnote** are amended by deleting the last sentence of the footnote and the accompanying subtable that is associated with it.

**GUIDELINES - ALL FEDERALLY FUNDED PROJECTS HAVING HYDRAULIC CEMENT CONCRETE. ALSO, STATE FUNDED PROJECTS HAVING HYDRAULIC CEMENT CONCRETE WHEN LOW PERMEABILITY CONCRETE IS REQUESTED BY THE DESIGNER. EXCEPTIONS: NONE.**

S217A0B-1103

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**LOW PERMEABILITY CONCRETES**

December 2, 2002c

**SECTION 217** of the Specifications is amended as follows:

**Section 217.02 (h)** is replaced with the following:

(h) **Fly ash** shall conform to the requirements of Section 241. Class F fly ash shall be between 20 percent and 25 percent by mass of the cementitious material. However, no more than 15 percent of the Portland cement of a standard mixture shall be replaced.

**Section 217.02 (k)** is amended to add the following:

(k) **Silica fume** shall conform to the requirements of AASHTO M307 or ASTM C1240. Silica fume shall replace between 7 percent and 10 percent by mass of the cementitious material. Only silica fume at the rate of 3 percent to 7 percent may be added to all combinations to reduce the early permeability after the approval of the Engineer.

**Section 217.08** is amended to add the following:

(c) **Quality Assurance for Low Permeability Concrete (for Concrete in Bridges Only):**

**General:**

At least two trial batches, using job materials, with permissible combination of cementitious materials shall be prepared, and test specimens shall be cast by the Contractor and tested by the Department for permeability and strength at least a month before the field application. The permeability samples shall be cylindrical specimens with a 4-inch diameter and at least 4-inches in length. They shall be moist-cured as the strength cylinders for acceptance except that the last 3 weeks of cure shall be at 100 degrees Fahrenheit  $\pm$  10 degrees Fahrenheit. Cylinders shall be tested at 28 days in accordance with AASHTO T 277. The test value shall be the result of the average values of tests on two specimens from each batch. Permeability values obtained from trial batches shall be 500 coulombs below the maximum values specified in Table II-17.

**Acceptance Tests:**

A quality assurance and acceptance procedure that provides for periodic tests of the field concrete for permeability using AASHTO T 277 shall be established. This should include provisions for testing frequency; the range of coulomb values for which full or partial payments would be made; and the values that would require corrective measures to be taken, or rejection of the concrete, should be stated. The following are quality assurance procedures for field evaluations:

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A lot shall be a day's production of concrete for the job and shall be used for statistical acceptance procedure for bridge concrete. For each set of cylinders made for compressive strength tests, two additional cylinders shall be made for the permeability test. The Contractor shall be responsible for making all test cylinders, and the Department shall be responsible for the testing of the specimens.

For all classes of concrete, initially one set of permeability cylinders shall be tested for each lot in accordance with AASHTO T 277. If the average coulomb value for this test is less than the coulomb value shown in Table II-17, the lot will be accepted at the full bid price.

If the average test result exceeds the coulomb value in Table II-17, payment for the concrete in that element shall be reduced 0.005 percent for each coulomb above the coulomb value in Table II-17, however, the reduction in price will not exceed 5 percent of the bid price of the concrete. Concrete with a coulomb value that exceeds the maximum required in Table II-17 by 1000 coulomb will be rejected. However, bridge deck with the coulomb value exceeding the maximum required by over 1000 coulomb may be accepted by the Engineer at 95 percent of the bid price if it has the required strength and meets other specification requirements, and the Contractor applies, at his own expense, an approved epoxy concrete overlay to the top of the deck. In such case deck grooving will not be required. The adjustment to the roadway grade shall be made as required by the Engineer at the Contractor's expense.

Similarly, concrete in abutments and pier caps with coulomb value exceeding the maximum required in Table II-17, by more than 1000 coulomb may be accepted at 95 percent of the bid price if it has the required strength and meets other specification requirements, and the Contractor applies at his own expense, an approved epoxy, Type EP-3B and EP-3T in conformance with the requirements of Section 243.02, on top of the pier cap or abutment seat.

The reduction in the bid prices mentioned above shall be applied to the total volume of concrete in bridge members, eg. deck slab of a single span, deck slab of a group of continuous spans, pier or abutment, for which any portion of the concrete in the member did not meet the permeability test requirements.

**SECTION 404** of the Specifications is amended as follows:

**Section 404.03(k) 1. Curing Concrete** is replaced with the following:

1. **Curing Bridge Deck and Overlay Concrete:** Bridge deck and overlay concrete, including latex modified concrete, shall be moist cured for a minimum of 7 days and until 70 percent of f'c is reached. Moist curing shall be maintained by wet burlap (keep wet) for the duration of the curing and covered with plastic sheeting. Immediately after screeding and until the application of wet burlap and white plastic sheeting (opaque and transparent sheeting may be used when the air temperature falls below 50°F), no surface of the freshly placed concrete shall be allowed to dry. During moist curing, the concrete temperature shall be maintained above 50°F at the outer most surfaces of the concrete mass. Immediately after removing the burlap and plastic sheeting (except for latex-modified concrete), white pigmented curing compound shall be applied while the surface is damp but has no free water standing on it. The application rate shall be 100 to 150 square feet per gallon.

**Section 404.03(l) 1. Weather** is amended to replace the 4th paragraph with the following:

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Please use the pages with the revised dates listed in the PRINT PAGE KEY.



Protection shall be provided to prevent rapid drying of concrete as a result of low humidity, high wind, higher concrete temperatures than atmospheric temperatures, or combinations thereof. The Contractor shall perform evaporation rate testing for bridge deck placements and concrete overlays. Immediately after screeding and until the application of wet burlap and white polyethylene sheeting, no surface of the freshly mixed concrete shall be allowed to dry. Fogging, with pressure sprayers acceptable to the Engineer and sufficient to maintain a moist surface, shall be required. The protective measures taken shall be sufficient to maintain an evaporation rate at or below 0.10 pounds per square-foot per hour for normal concrete bridge deck placements or 0.05 pounds per square-foot per hour for concrete overlays over the exposed surface of the concrete. Other preventative measures described in ACI 308 can also be used in addition to fogging. Evaporation retardant films may be applied in a fine mist immediately after screeding to ensure that the surface remains wet until covered. If such materials are used, there shall be no disturbance of the concrete surface after placement of the retardant film and such film shall not be intermixed with the surface mortar. Placement of concrete shall be regulated at a rate such that the finishing operations can be completed and the wet burlap and polyethylene sheeting are placed prior to any drying of the concrete. If plastic shrinkage cracking occurs due to the Contractor's negligence or failure to follow specification requirements, the Engineer may direct the Contractor to make repairs by epoxy injections, concrete removal and replacement or other methods approved by the Engineer at no additional cost to the Department.

**Section 404.04** is amended to add after the fifth paragraph the following:

**Consolidation:** In deck placements, internal vibrators and screeds with vibrating element shall be used. The minimum frequency of the vibrating element shall be 3,000 vibrations per minute. Internal vibration shall be required along transverse and longitudinal edges and joints and areas where the thickness of concrete exceeds 3 inches.

**SECTION 405** of the Specifications is amended as follows:

**Section 405.05(c)** is amended to replace the third paragraph with the following:

Both internal vibrators and external form vibrators shall be used for concrete with strength equal or exceeding 8000 pounds per square inch. The use of external vibration for other concrete will be at the option of the Contractor with approval of the Engineer. Improper placing and vibrating may be cause for rejection.

**Section 405.05(f) 4.** Is replaced by the following:

The temperature rise in the curing enclosure shall be uniform, with a rate rise of not more than 80 degrees Fahrenheit per hour. Concrete shall be cured at a steam temperature of not more than 180 degrees Fahrenheit, with the steam temperature uniform throughout the curing enclosure, and with a variation of not more than 20 degrees Fahrenheit. Maximum concrete temperature during the curing cycle shall be 190 degrees Fahrenheit. Approved recording thermometers shall be placed so that temperatures can be recorded at a minimum of two locations spaced at or near the third of the length in each curing enclosure and at least one sensor shall measure the temperature in the concrete.

**TABLE II-17 Requirements for Hydraulic Cement Concrete** of the Specifications is replaced by the following:

**TABLE II-17  
Requirements for Hydraulic Cement Concrete**

Class of Concrete	Design Min. Laboratory Compressive Strength at 28 Days (f'c) (psi)	Design Max. Laboratory Permeability at 28 Days (Coulombs)	Nominal Max. Aggregate Size (in)	Min. Cementitious Content (lb./cu yd)	Max. Water /Cementitious Mat. (lb. Water/lb. Cement)	Consistency (in of slump)	Air Content (percent) <sup>1</sup>
A5 Prestressed and other special designs <sup>2</sup>	5,000 or as specified on the plans	1,500	1	635	0.40	0-4	4 1/2 ± 1 1/2
A4.5	4,500	2,500	1	635	0.45	2-4	6 1/2 ± 1 1/2
A4 General	4,000	2,500	1	635	0.45	2-4	6 1/2 ± 1 1/2
A4 Post & rails <sup>3</sup>	4,000	2,500	0.5	635	0.45	2-5	7 ± 2
A3.5 General	3,500	2,500	1	588	0.49	1-5	6 ± 2
A3 General	3,000	3,500	1	588	0.49	1-5	6 ± 2
A3 Paving	3,000	3,500	1	564	0.49	0-3	6 ± 2
B2 Massive or lightly reinforced	2,200	N.A.	1	494	0.58	0-4	4 ± 2
C1 Massive Unreinforced	1,500	N.A.	1	423	0.71	0-3	4 ± 2
T3 Tremie seal	3,000	N.A.	1	635	0.49	3-6	4 ± 2
Latex hydraulic cement concrete overlay <sup>4</sup>	3,500	1,500	0.5	658	0.40	4-6	5 ± 2
Silica fume concrete overlay	5,000	1,500	0.5	658 <sup>5</sup>	0.40	4-7	6 ± 2

<sup>1</sup> When a high-range water reducer is used, the target air content shall be increased 1 percent and the slump shall not exceed 7 inches.

<sup>2</sup> When Class A5 concrete is used as the finishing bridge deck riding surface, or when it is to be covered with asphalt concrete with or without waterproofing, the air content shall be 5 1/2 ± 1 1/2 percent.

<sup>3</sup> When necessary for ease in placement, aggregate No. 7 shall be used in concrete posts, rails, and other thin sections above the top of bridge deck slabs.

<sup>4</sup> The latex modifier content shall be 3.5 gallons per bag of cement. Slump shall be measured approximately 4.5 minutes after discharge from the mixer.

<sup>5</sup> Minimum 7 percent silica fume replacement by weight of the total cementitious material.

Note: Contractor may substitute a higher class of concrete for that specified at his expense.

**GUIDELINES - PROJECTS REQUIRING PAINTING OF STEEL STRUCTURES**  
**EXCEPTIONS: NONE**

S231A1B-0305

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 231—PAINT**

November 29, 2004c

**SECTION 231—PAINT** of the Specifications is amended as follows:

**231.01—Description.**

These specifications cover a mixture of pigment in a liquid vehicle that, when applied, will dry to an opaque solid film. Use of paint in these specifications refers to the requirements of highway construction. Paint materials not specified herein shall be as specified by the manufacturer.

**231.02—Materials.**

The paint shall not be formulated with any compounds of the heavy metals listed in 40CFR 261.24 Table 1, except that barium sulfate is allowed. Except for barium sulfate, total heavy metal levels shall not exceed 20 times the specified regulatory limits. Volatile Organic Compound (VOC) content shall not exceed 2.8 lbs/gal. as applied, except zinc rich primers shall not exceed 3.5 lbs/gal. as applied.

When Federal Standard (FS) color numbers are specified such numbers refer to color only, and not to gloss requirements.

(a) **Paint vehicles** shall conform to the following:

<b>Vehicle</b>	<b>Specification</b>
Acrylic resin	100% straight acrylic polymer dispersed in water
Alkyd resin	FS TT-R-266, Type I, Class A or B
Linseed oil	
Boiled	ASTM D260 Type I
Heat bodied	FS TT-L-201
Raw	ASTM D234
Methyl ethyl ketone	ASTM D740
Mineral spirits	ASTM D235
Soybean oil	
Refined	ASTM D1462
Degummed	ASTM D124
Spar varnish	FS TT-V-121
Toluene	ASTM D841
Tricresyl-phosphate	ASTM D363
Volatile thinners	ASTM D235
2-ethoxyethanol acetate	ASTM D3728

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(b) **Paint pigments** shall conform to the following:

<b>Pigment</b>	<b>Specification</b>
Aluminum paste	ASTM D962
Carbon black	ASTM D561 Type I
Lamp black	ASTM D209
Magnesium silicate	ASTM D605
Micaceous iron oxide	Processed specular hematite ore with lamellar structure which conforms to the requirements of ASTM D 5532 Type I
Organo montmorillonite	Fine, creamy white powder, with high gelling efficiency in a wide range of organic liquids; water content less than 30% and fineness less than 5% retained on 75 µm sieve Fine, creamy white powder, with high gelling efficiency in a wide range of organic liquids; water content less than 30% and fineness less than 5% retained on No. 200 sieve
Raw Sienna	ASTM D765
Titanium dioxide	ASTM D476, Rutile
Yellow iron oxide	ASTM D768
Zinc dust	ASTM D520, Type II
Zinc oxide	ASTM D79

**231.03—Detail Requirements.**

Paints shall not settle excessively or cake in the container; shall be readily broken up with a paddle or power mixer to a smooth uniform paint of acceptable consistency and working properties with a minimum of foaming; shall not thicken, liver, skim, or curdle; and shall retain these properties in storage for at least 12 months.

When applied in accordance with the standard practice, paint shall show good leveling properties; be free from laps, brush marks, orange peel, sags, or other surface defects; and shall flow out to a uniform, smooth finish.

Paints will be inspected, sampled, and tested in accordance with the requirements of Federal Test Method Standard No. 141.

Paint containers shall be plainly marked with the name of the material, date of manufacture, lot number and/or batch number, Department color, quantity contained therein, and name and address of the manufacturer. A manufacturer's product data sheet shall also be provided. Any package or container not provided as specified will be rejected.

(a) **Zinc-rich paint systems** (System B) shall consist of a zinc-rich primer, an intermediate coat when recommended by the manufacturer and a topcoat, which shall be selected from the Department's approved products list. Zinc-acrylic-acrylic systems shall be tested in accordance with the requirements of VTM-73. Zinc-rich-epoxy-urethane paint systems approved by the Northeast Protective Coating Committee (NEPCOAT) or those systems tested according to AASHTO R-31 will be evaluated for inclusion to the Qualified Low Volatile Organic Compound Zinc Rich Qualified Product List.

Primer for shop application shall be inorganic zinc and shall conform to the slip coefficient requirements of AASHTO 1995 Interim Provision, Division I, Design, Table 10.32.3C, Class B.

(b) **No. 14 paint, aluminum epoxy mastic** (System F) shall be a two-component, modified epoxy coating, aluminum in color.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



1. **Composition:** Pigment shall be flake metallic aluminum and shall contain rust-inhibiting and inert pigments.

The paint vehicle shall be a modified epoxy resin and curing agent and shall not contain coal tar. Paint shall be supplied as a two-package material with a 1:1 mixture ratio by volume.

2. **Physical requirements:** The epoxy mastic shall contain at least 90-percent solids by weight when tested in accordance with the requirements of ASTM D1644, modified to a drying time of 72-hours at 100 degrees F.

The shelf life of epoxy mastic components shall be at least 6-months. There shall not be skinning, gelling, or hard indispersible settling.

The viscosity of mixed paints, measured immediately after blending and mixing of components, shall be from 80- to 140-Kreb units at  $77 \pm 2$  degrees F.

The weight per gallon of mixed paint shall be at least 10.8 pounds at  $77 \pm 2$  degrees F.

The appearance of the dry applied film shall be bright aluminum.

The epoxy mastic shall be suitable for use over properly prepared, inorganic zinc-rich primers. A mist coat may be required to minimize bubbling.

Mixed paint, when thinned in accordance with the manufacturer's recommendations for application over wire-brushed rusty steel, shall be capable of being spray applied in one coat at a wet film thickness of 10-mils without runs or sags.

The epoxy mastic, when applied in a dry film thickness of 5-mils and air dried at 75 degrees F, shall be dry to the touch within 24-hours; dry enough to handle in 48-hours; and provide a hard tough film after 5-days.

The usable pot life of the mixture of components reduced as recommended shall be at least 3-hours at 70 degrees F and 1 1/2-hours at 90 degrees F.

The epoxy-mastic coating shall possess such flexibility that, when applied in a dry film thickness of 5-mils to a 1/8-inch steel panel that has been blast cleaned in accordance with the requirements of SSPC-5 and cured for 2-weeks at 75 degrees F, it shall not display signs of cracking or loss of adhesion when the panel is uniformly bent 180 degrees around a mandrel 8-inches in diameter.

3. **Resistance:** Steel test panels conforming to the requirements of ASTM D609 shall be abrasive blasted in accordance with the requirements of SSPC-SP 5, exposed to the atmosphere for 30-days so that a uniform rusting occurs, and then hand cleaned with a wire brush in accordance with the requirements of SSPC-SP 2. The panel shall then be spray applied with epoxy mastic to achieve a dry film thickness of 5-mils and cured according to the manufacturer's recommendations.
  - a. **Fresh water:** Coated panels shall be scribed down to base metal with an X having at least 2-inch legs and immersed in fresh tap water at  $75 \pm 5$  degrees F. Upon examination after 30-days of immersion, panels shall be unaffected except for discoloration of the epoxy-mastic coating. There shall not be blistering, softening, or visible rusting of the coating beyond 1/16-inch from the edge of the scribe mark.

- b. **Salt water:** Panels shall be scribed down to the base metal with an X having at least 2-inch legs and immersed in a 5-percent sodium chloride solution at  $75 \pm 5$  degrees F. Panels shall be unaffected, except for discoloration of the epoxy-mastic coating, upon inspection after 7-, 14-, and 30-days of immersion. There shall not be blistering, softening, or visible rusting of the coating beyond 1/16-inch from the center of the scribe mark. The sodium chloride solution shall be replenished with fresh solution after each examination.
  - c. **Weathering:** Panels shall be tested in accordance with the requirements of ASTM G23, Type D, at the beginning of the wet cycle. After 1,000-hours of continuous exposure, the coating shall not show rusting, loss of adhesion to the steel test panel, or blistering.
  - d. **Salt fog:** Panels shall be scribed with an X having at least 2-inch legs down to base metal. Test panels shall then be tested in accordance with the requirements of ASTM B117. After 1,000-hours of continuous exposure, the coating shall not show rusting or blistering beyond 1/16-inch from the center of the scribe mark or a loss of bond.
- 4. **Packaging and labeling:** Epoxy-mastic coating shall be packaged in two containers, labeled "Part A" and "Part B." Each container shall bear a label that clearly shows the manufacturer and brand name of the paint, lot number, and date of manufacture. The label on the vehicle container shall also include complete instructions for use. The container shall be coated, if necessary, to prevent attack by the paint components.
  - 5. **Application:** The manufacturer's current printed instructions for applying aluminum epoxy-mastic coating shall be submitted to the Department for approval prior to application.
  - 6. **Product certification:** The manufacturer shall certify that the modified aluminum epoxy mastic has been used successfully for at least 2-years in a similar service and environment and that the material was applied in one coat at a dry film thickness of 5-mils. Successful performance shall include adhesion to steel and old coatings of the type found on bridges.

Prior to approval and use of an aluminum epoxy-mastic coat, the manufacturer shall submit a certified test report from an independent testing laboratory showing specific test results conforming to all quantitative and resistance test requirements herein. The test report shall also contain the lot numbers from which the data were compiled, manufacturer's name, and brand name of the paint. Upon approval by the Department, the product will be placed on the Department's Qualified No. 14 Aluminum Epoxy Mastic list (System F) and further resistance and quantitative tests will not be required of that manufacturer for that brand name of paint unless random samples tested by the Department show nonconformance with any of the requirements herein. The manufacturer shall submit new certified test results when the manufacturing process or paint formulation is changed.

- (c) **Colored epoxy mastic** for use as a finish coat, over No. 14 primer (System F) shall be supplied by the manufacturer of the primer and shall conform to the salt fog resistance requirements specified in (b) herein. Upon approval by the Department, the colored epoxy mastic will be placed on the No. 14 paint, aluminum epoxy mastic (System F) QPL as an approved colored topcoat.
- (d) **Colored urethane topcoats** for use as a finish coat over No. 14 primer (System F) shall be an aliphatic urethane from the Department's No. 14 paint, aluminum epoxy mastic (System F) QPL as an approved colored topcoat.
- (e) **No. 101, 102 and 103 water reducible paint**, (System W) shall be a one component acrylic water borne paint with a Volatile Organic Compound (VOC) of less than 2.8-pounds per gallon as applied.

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1. **Composition:**

	No. 101		No. 102		No. 103	
	min	max	min	max	min	max
<b>Pigment</b> (% by weight)	20	25	35	40	10	20
Red Iron Oxide (86% Fe <sub>2</sub> O <sub>3</sub> )	45					
Zinc Phosphate	10		5		5	
Phthalocyanine Blue		2				
Calcium Carbonate			30			
Titanium Dioxide (ASTM D476 Type II)			45			
Magnesium Silicate				12		
Tinting Compounds <sup>1</sup>						95
<b>Vehicle</b> (% by weight)	75	80	60	65	80	90
HG-54 solids	30		30		30	
Water		55		55		58
Methyl Carbitol	5		5		5	
Texanol	2		2		5	
Dibutyl Phthalate	2		2			
<b>Paint Characteristics</b>						
Weight per gallon (pound)	9.7		11.0		9.0	
Solids by volume	35		37		30	
Grind	5		5		5	
Viscosity (KU)	90	100	90	100	90	100
Drying time ASTM D1640						
Set to touch (hrs.)		3		3		3
Drying time (hrs.)		24		24		24
Leneta sag	10		10		10	
Ph	8.0	8.5	8.0	8.5	8.0	8.5
Adhesion (ASTM 3359)	3B		3B		3B	
Gloss, Specular @ 80 deg.					40	

<sup>1</sup> All tinting compounds shall be prime hiding pigments.

2. **Mixed paint** shall not liver, thicken, curdle or gel or settle rapidly. After mixing, all coarse particles and skins shall not amount to more than 0.05-percent by weight of the total mixture when passed through a 60-mesh screen.
3. **Storage life:** The paint shall not show thickening, curdling, gelling or gassing after being stored for one year from date of manufacture, when packaged in tightly covered unopened containers at a temperature between 50 degrees and 90 degrees F.
4. **Working properties:** The paint shall spray easily and show no streaking, running, or sagging, when tested in accordance with Federal Test Method Standard 411, Methods 4331 and 4541.

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**GUIDELINES - PROJECTS REQUIRING ELECTRICAL OR TRAFFIC SIGNAL SYSTEMS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

S238A3B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 238—ELECTRICAL AND SIGNAL COMPONENTS**

July 25, 2006

**SECTION 238 ELECTRICAL AND SIGNAL COMPONENTS** of the Specifications is amended as follows:

**Section 238.02(a) Metal Conduit and Fittings** is replaced with the following:

- (a) **Metal Conduit and Fittings:** Rigid metal conduit shall conform to, and be galvanized in accordance with the requirements of UL-6. Flexible metal conduit shall conform to, and be galvanized in accordance with the requirements of UL-360 for Liquid-tight Flexible Steel Conduit. Fittings for rigid and flexible metal conduit shall conform to, and be galvanized in accordance with the requirements of UL-514B. Metal conduit and fittings for use in underground installations, concrete encasements, or corrosive environments shall also be coated on the outside with asphalt mastic in accordance with the requirements of AASHTO M243 or shall have a PVC coating of 40 mils or another approved coating.

**Section 238.02(b) PVC conduit and fittings** is amended to include the following:

When used in a directional boring operation, Schedule 40 PVC shall have integral male/female couplings, gasket, locking rings and grooves designed to secure the conduit sections for installation in the bored area. Joints shall have a pull rating of 7000 pounds for 3 inch, 8,700 pounds for 4 inch, 11,300 pounds for 5 inch and 14,000 pounds for 6 inch.

**Section 238.02(c) Fiberglass reinforced epoxy resin conduit and fittings** is replaced with the following:

- (c) **Fiberglass reinforced epoxy resin conduit and fittings:** Conduit shall conform to the requirements of NEMA TC-14B. Conduit used in exposed areas shall be heavy wall and sunlight resistant. Epoxy adhesive used for joining shall conform to the requirements of NEMA TC-14. Protective shields shall conform to the same requirements as those used with PVC conduit.

**Section 238.02(d) PE Conduit** is replaced with the following:

- (d) **PE conduit:** PE conduit shall conform to the requirements of NEMA TC-7 for high density PE duct except that the wall thickness of conduit with a diameter of 1 1/4 inches and less shall conform to UL-651 for heavy wall PVC conduit. Conduit shall have a carbon black loading of  $2.5 \pm 0.5$  percent by weight per ASTM D1603. The average diameter of the carbon black shall not be larger than 40 millimicrons in accordance with the requirements of ASTM D1514. Conduit shall contain at least 1,000 parts per million of hindered phenolic long term antioxidant per ASTM D3895.

**Section 238.02(h)1. Safety switches** is replaced with the following:

1. **Safety switches** shall be enclosed in a raintight metal box and cover conforming to the requirements of NEMA 3R, with a lock-on/lock-off external switch handle. Safety switches

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shall be heavy duty, two-pole minimum with solid neutral and fused compatible with the equipment load. For signal installations, safety switches shall be rated at 100-amp/240-volts.

**Section 238.02(h)2. Circuit breaker boxes** is replaced with the following:

2. **Circuit breaker boxes** used as a service disconnect for signal equipment shall be a raintight metal box and cover conforming to the requirements of NEMA 3R. The circuit breaker box shall be rated at 100-amp/240-VAC with a solid neutral and shall contain two single pole, 120-VAC breakers with an ampere rating compatible with the equipment load and shall have provisions for padlocking. The service load shall be wired to only one breaker.

**Section 238.02(h)3. Ground rods** is replaced with the following:

3. **Grounding electrodes (rods)** shall be copper clad rods conforming to the requirements of UL-467. Grounding electrodes shall have a diameter of 3/4 inch and a length of 10 feet. Grounding electrodes couplers shall be bronze, stainless steel or copper clad with a solid center providing 100 percent conductivity and be UL approved.

**Section 238.02(h)4. Ground wires** is replaced with the following:

4. **Grounding electrode conductors** shall be no less than No. 6 AWG (bare solid wire) conforming to the requirements of ASTM B2.

**Section 238.02(h)6. Signal head sections** is replaced by the following:

- a. **Standard traffic signal head sections** shall conform to the ITE Standard for Vehicle Traffic Control Signal Heads, with the following exceptions and additions:
  - (1) Lenses shall be made of glass.
  - (2) Reflectors shall be made of glass or aluminum and shall be attached to the signal head housing by a hinged support system that is separate from the door and lens.
- b. **Selective view signal head sections** shall conform to the requirements of Section 4.04 of the ITE Standard for Vehicle Traffic Control Signal Heads.
- c. **Pedestrian signal head sections** shall be made of plastic, nonferrous metal, or a combination thereof. Strength requirements shall conform to the ITE Standard for Vehicle Traffic Control Signal Heads. The displays shall include "Walking Person" and "Upraised Hand" symbol indications in a separate or overlay configuration. Indications shall be illuminated using light emitting diode (LED) modules and conform to the latest ITE Performance Specifications for Pedestrian Traffic Control Signal Indications. Symbol indications shall be filled.

The Contractor shall provide with the initial catalog cut submittals for the model and type of pedestrian signal furnished the manufacturer's certificate of ITE compliance and an independent photometric laboratory certification for ITE luminous intensity requirements for the LED modules.

- d. **Lane use control signal head sections** shall conform to the ITE Standard for Lane Use Traffic Control Signal Heads, with the following exceptions and additions:
  - (1) Strength requirements shall conform to the ITE Standard for Vehicle Traffic Control Signal Heads.

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- (2) Lenses shall be made of glass.
- (3) Reflectors shall be attached to the signal head housing by a hinged support system that is separate from the door and lens.
- e. **Signal lamps** shall conform to the requirements of the ITE standards for Traffic Signal Lamps and shall contain no less than 89 percent Krypton gas. The manufacturer shall provide certification of ITE compliance and percent of Krypton gas from an independent testing laboratory.
- f. **Light Emitting Diode (LED) traffic signal head sections**—LED traffic signal head sections shall consist of a standard traffic signal head section (without the optical assembly) and a LED vehicle traffic signal module.

LED circular traffic signal modules shall conform to: *ITE Vehicle Traffic Control Signal Heads – Light Emitting Diode Circular Signal Supplement issued on June 27, 2005* (inclusive of any ITE documents that amend, revise and/or supersede it).

LED arrow traffic signal modules shall conform to: *ITE Vehicle Traffic Control Signal Heads – Part 3: Light Emitting Diode Vehicle Arrow Traffic Signal issued on September 8, 2003 and adopted March 2004* (inclusive of any ITE documents that amend, revise and/or supersede it).

The Contractor shall provide the LED manufacturer's certificate of ITE compliance for the LED modules furnished and independent laboratory test reports. Independent laboratory tests shall include specific test and test results of each ITE test as specified in the *ITE Design Qualification Testing Section 6.4*. Independent test reports shall be submitted at the same time as the catalog cut is submitted for the model and type of LED signal module furnished.

The Independent Laboratory utilized for LED testing shall be on the OSHA current list of Nationally Recognized Test Laboratory(s) (NRTLs). Testing laboratory shall be located within the continental United States or Canada.

LED modules shall be fully compatible with the features and functions of conflict monitors and malfunction management units. Compatibility shall include, but is not limited to, dual indication, absence of red and conflict monitoring. The Contractor shall verify compatibility of LED modules in the presence of the Engineer.

The LED's shall be mounted and soldered to a printed circuit board. Modules shall be provided with an external in-line fuse (fusing AC hot). The LED signal module shall utilize the same mounting hardware used to secure the incandescent lens and gasket assembly and shall only require a screwdriver or standard installation tool to complete the mounting.

The control circuitry shall prevent the current flow through the LED's in the off state to avoid any false indication as may be perceived by the human eye, during daylight and evening hours.

Manufacturer's part number, model and manufacturing date of the LED signal module shall be visible on the rear of the assembly.

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LED traffic signal modules shall be warranted for 5 years against manufacturing defects. Modules shall be replaced if the module fails due to material and/or workmanship during this 5 year period.

**Section 238.02(h)7.a.** is deleted.

**Section 238.02(h)7.b.** is replaced with the following:

- b. **Plastic** shall be virgin ABS (acrylonitrile-butadiene-styrene) and shall contain ultraviolet inhibitors and stabilizers. Plastic shall have a tensile stress at yield of at least 5,300 pounds per square inch when tested in accordance with ASTM D638; a flexural strength at yield of at least 9,300 pounds per square inch when tested in accordance with ASTM D790 and a minimum impact resistance of 4.0 foot-pounds per inch when tested in accordance with ASTM D256, Method A. Plastic shall conform to or exceed the requirements of UL-94 test H.B. for fire retardance. The color of backplate shall be impregnated into the plastic. The thickness of the backplate shall be at least 0.125 inch. Backplates shall be vacuum formed; the inside and outside edges shall be formed with at least a 1/2-inch flange turned away from the front surface.

**Section 238.02(h)11.** is replaced with the following:

11. **Angle thimbleyes** shall be Rural Utilities Service (RUS) listed.

**Section 238.02(h)13. Stainless steel straps** is replaced with the following:

13. **Stainless steel straps** shall be solid, 5/8 inch width minimum, with a tensile strength of at least 100,000 pounds per square inch.

**Section 238.02(h)15. Signal lamps** is deleted.

**Section 238.02(h)20. Tape** is replaced with the following:

20. **Tape:**

- a. **Vinyl tape** shall be for electrical use and conform to the requirements of ASTM D2301, Type 1.
- b. **Rubber tape** shall be for electrical use and conform to the requirements of ASTM D4388.

**Section 238.02(h)21. Photoelectric controls** is amended to replace the third sentence with the following:

The ratio of the turn-off light level to the turn-on light level shall not exceed 1.65 : 1.

**Section 238.02(h)24. Splice kits** is replaced with the following:

24. **Splice kits** shall be packaged containing materials from a single supplier and consist of a plastic molded body with a compound that provides a water resistant seal and insulation for the conductor cables for at least 600 volts.

**Section 238.02(h)25. Balance adjusters** is deleted.

**Section 238.02(h)** is amended to add the following:

27. **Contactors** shall be UL listed, open type. Contactor shall be rated to be compatible with equipment load and type of load
28. **Dead end strain vise clamps** shall be designed for the size of the span wire or tether wire and shall meet or exceed the tensile strength of the cable. Clamps shall be fabricated from corrosion resistant materials or shall be galvanized. Clamps shall have a release slot for holding the jaws back for retensioning and removal of the wire. Clamps shall be internally coated with inhibitor oils to prevent corrosion and to allow for the free movement of the jaws.
29. **Heat-shrink tubing** shall consist of an adhesive lined, polyolefin flexible material conforming to the following:
- |                   |               |
|-------------------|---------------|
| Shrinkage ratio   | 2:1           |
| Water absorption  | 0.3 % Maximum |
| Electrical rating | ≥ 600 Volts   |
30. **Guy markers** shall be white, unless otherwise specified, and shall be Poly Vinyl Chloride (PVC) or Polyolefin complete with all necessary manufacturer approved installation/mounting hardware and shall conform to the following minimum requirements:

PROPERTY	TEST METHOD	UNIT	MATERIALS	
			PVC	Polyolefin
<b>Mechanical</b>				
Tensile Strength	ASTM D638	Psi (MPa)	6500 (45)	4500 (31)
Tensile Modulus	ASTM D638	Psi (MPa)	380,000 (2617)	141,000 (971)
Hardness-Shore D	ASTM D2240/D2583	N/A	78	68
Notched Impact	ASTM D256	Ft-lb/In (J/m)	11.0 (587)	5.0 (267)
<b>Thermal</b>				
Heat Distortion Temperature at: 264 Psi (1.8MPa)	ASTM D648	F C	162 72	N/A N/A
Flammability	UL-94		V-O	N/A
<b>Electrical</b>				
Dielectric Constant	ASTM D150	Volts per mil of thickness	3.5	2.3
Dielectric Strength	ASTM D149	Volts per mil of thickness	480	500

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**GUIDELINES - PROJECTS WITH FENCES.**  
**EXCEPTIONS: NONE.**

S242A0B-1203

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 242—FENCES**

August 20, 2003

**SECTION 242—FENCES** of the Specifications is amended as follows:

**242.02—Detail Requirements** is replaced by the following:

Steel posts and braces for standard fence and chain link fence may be fabricated from pregalvanized material in lieu of galvanization after fabrication provided ends and other areas of exposed metal are satisfactorily repaired using a material conforming to the requirements of Section 233 of the Specifications.

- (a) **Chain Link and Pedestrian Fences:** Fabric material shall be 9-gage core, new, and shall conform to the following:
1. **Galvanized wire fabric for use in chain link fence** shall be hot dip galvanized after weaving in accordance with the requirements of AASHTO M181, Type I Class D, and for use in pedestrian fence shall be hot dip galvanized after weaving in accordance with the requirements of AASHTO M181, Type I Class C.
  2. **Aluminum alloy wire fabric** shall conform to the requirements of AASHTO M181, Type III.
  3. **Aluminum coated wire fabric** shall conform to the requirements of AASHTO M181, Type II.
  4. **Coated wire fabric**
    - a. **Vinyl coated wire fabric** shall conform to the requirements of AASHTO M181, Type IV, Class A or Class B, except that vinyl coated may be No. 9 gage overall, including coating, provided that the core wire has a minimum zinc coat weight of 0.30 ounces per square foot and a minimum breaking strength of 1290 pounds force.
    - b. **Other conforming organic polymer-coated wire fabric** shall conform to the requirements of ASTM F 668 Class 1, Class 2a or 2b
  5. **End, corner, and gate posts** shall be one of the following:
    - a. welded or seamless steel galvanized pipe conforming to the requirements of ASTM F1083, Schedule 40
    - b. roll formed steel sections shall conform to the requirements of ASTM F1043 Group IIA Type A
    - c. aluminum alloy pipe conforming to the requirements of ASTM F 1043 Group IB.

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- d. galvanized pipe conforming to the requirements of ASTM F 1043 Group IC with Type B external coating and Type D internal coating
  - e. vinyl or other conforming organic polymer-coated pipe conforming to the requirements of ASTM F 1043 Group IA with Type A external and internal coatings
  - f. vinyl or other conforming organic polymer-coated pipe conforming to the requirements of ASTM F 1043 Group IC with Type B external coating and Type D internal coating
6. **Line Posts** shall be one of the following:
- a. steel H-columns shall conform to the requirements of ASTM F1043 Group III, Type A
  - b. round galvanized steel pipe conforming to the requirements of ASTM F1083, Schedule 40
  - c. roll formed C-sections shall conform to the requirements of ASTM F1043 Group IIA, Type A
  - d. aluminum alloy H-columns conforming to the requirements of ASTM B221, alloy 6063-T6
  - e. aluminum alloy pipe conforming to the requirements of ASTM F 1043 Group IB
  - f. galvanized pipe conforming to the requirements of ASTM F 1043 Group IC with Type B external coating and Type D internal coating
  - g. vinyl or other conforming organic polymer-coated pipe conforming to the requirements of (a)5.e. or (a)5.f. herein
7. **Braces** shall be one of the following:
- a. welded or seamless steel galvanized pipe conforming to the requirements of ASTM F1083, Schedule 40
  - b. roll formed steel sections shall conform to the requirements of ASTM F1043 Group IIA, Type A.
  - c. aluminum alloy pipe conforming to the requirements of ASTM F 1043 Group IB.
  - d. galvanized pipe conforming to the requirements of ASTM F 1043 Group IC with Type B external coating and Type D internal coating
  - e. vinyl or other conforming organic polymer-coated pipe conforming to the requirements of (a)5.e. or (a)5.f. herein
8. **Gates** shall be complete with hinges, latches, stops, and other necessary fittings. Gate frames shall be fabricated and coated with the same material as the adjoining fence framework and fabric.

9. **Aluminum alloy post surfaces that will be in contact with concrete and up to 1 inch above concrete** shall be uniformly coated with an aluminum impregnated caulking compound or a solvent asphalt fiber filled and aluminum pigmented coating conforming to the requirements of ASTM D 2824 Type III. Care shall be taken to prevent voids in the coating and the smearing of visible surfaces of concrete or posts, except as otherwise noted herein.
  10. **Tension wire** shall conform to one of the following:
    - a. Aluminum coated tension wire shall meet the requirements of AASHTO M181
    - b. Zinc coated tension wire shall meet the requirements of AASHTO M181, Class 1.
    - c. vinyl coated tension wire shall meet the requirements of AASHTO M181 Class A or Class B. The minimum weight of the zinc coating shall be 0.40 ounces per square foot. The breaking strength of the core wire shall meet the requirements of AASHTO M181 for tension wire.
    - d. Other conforming organic polymer-coated tension wire shall be 0.177 inch in diameter and conform to ASTM F 1664. The breaking strength of the core wire shall meet the requirements of AASHTO M181 for tension wire.
  11. **Fittings** shall be fabricated and coated with the same material as the fence framework and fabric
- (b) **Barbed Wire Fence, Woven Wire Fence and Lawn Fence:**
1. **Barbed wire** shall conform to one of the following:
    - a. ASTM A121, Coating Type Z, Coating Class 3 Design Number 12-4-5-14R
    - b. ASTM A121, Coating Type Z, Design Number 15-4-5-16R except that the tensile strength of the line wire shall be at least 475 pounds per strand and the zinc coating shall be at least 0.70 ounces per square foot.
    - c. Single strand oval shaped wire having a diameter of at least 0.08 inch in its least dimension but not more than 0.135 inch in its greatest dimension and a tensile strength of at least 1150 pounds; wire shall have four barbs of 14-gage wire and a zinc coating of at least 0.30 ounces per square foot.
    - d. Vinyl and other polymer-coated barbed wire shall conform to ASTM F 1665 Type I.
  2. **Woven wire fence fabric** shall conform to the requirements of AASHTO M279. Standard FE-W1 shall conform to Design No. 1047-6-11, Class 3 or No. 1047-6-12 1/2, Grade 125, Class 3. Standard FE-W2 shall conform to Design No. 1047-12-11, Class 3 or No. 1047-12-12 1/2, Grade 125, Class 3.
  3. **Lawn Fence** shall be the type shown on the plans, a similar type that will match the existing fence, or as desired by the landowner and approved by the Engineer.
  4. **Wood post and braces:**

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- a. **Species of wood:** Posts and braces for standard fence shall be Southern pine, Ponderosa pine, Douglas fir, Western hemlock, larch, or white or red cedar as defined in AASHTO M168. Locust may be used for woven wire farm fence and barbed wire fence.
- b. **Cutting requirements:** Round or square posts and braces shall be cut from live growing trees.
- c. **Seasoning:** Posts and braces shall be sufficiently air seasoned in an approved manner for a suitable length of time under favorable climate conditions or otherwise conditioned as part of the treating process to permit adequate penetration of preservative without damage to the wood.
- d. **Peeling:** Posts and braces shall have the inner bark removed to the extent defined by the SPIB. Knots and projections shall be cut or shaved smooth and flush with the surrounding surface of the unit.
- e. **End finish:** Butt ends of posts shall be sawn square.
- f. **Dimensions:** Posts shall not vary from the length specified on the plans by more than 1 inch. Thickness dimensions shall be undressed dimensions and shall not vary from the dimensions shown on the plans by more than 1/4 inch.
- g. **Straightness:** Wood posts and braces shall be free from bends in more than one place and free from short or reverse bends. The straightness of the post or brace shall be such that a straight line from the center of the tip to the center of the butt shall not depart from the center of the post by more than 2 percent of the length.
- h. **Grading for square posts and braces:** Grading shall conform to the requirements of (b)4.a. herein.
- i. **Preservative treatment:** Posts and braces, except cedar and locust, shall be treated with a preservative in accordance with section 236 except that waterborne preservatives shall not be used in the treatment of posts and braces to be erected in marshy areas. Oil-borne preservatives shall not be used where the posts and braces will come into contact with salt water.

Cutting and trimming of the ends shall be performed prior to treatment.

5. **Metal posts and braces:** Post anchor plates shall have a surface area of at least 16 square inches. Posts shall be in accordance with the following:
  - a. **Steel posts and braces** shall be galvanized and shall conform to the requirements of Section 233 of the Specifications.
  - b. **Galvanized pipe** conforming to the requirements of (a)5.d. herein.
6. **Gates** similar in type to those that exist may be substituted for gates shown on the plans or standard drawings if preferred by the landowner and approved by the Engineer.
7. **Brace wire** shall be 9 gage and shall conform to AASHTO M279 No 9 Grade 60 Class 3.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



(c) **Temporary Silt Fences, Geotextile Fabric, Silt Barriers, and Filter Barriers:**

1. **Geotextile fabric** shall conform to the requirements of Section 245.
2. **Posts for temporary silt fences** shall be a nominal 2 1/2 by 2 1/2 inch or a 3-inch diameter No. 2 Southern pine, a nominal 2 by 2 inch oak, or steel having a weight of at least 1.25 pounds per linear foot and a length of at least 5 feet.
3. **Supports for temporary filter barriers** shall be a nominal 1 by 2 inch or 1 1/2 inch diameter No. 2 Southern Pine or oak, or steel having a weight of at least 1.00 pound per linear foot and a length of at least 2.5 feet.

**GUIDELINES - PROJECTS WITH ROADSIDE DEVELOPMENT.  
EXCEPTIONS: NONE.**

S244A0B-0503

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 244—ROADSIDE DEVELOPMENT MATERIALS**

January 27, 2003cc

**SECTION 244—ROADSIDE DEVELOPMENT MATERIALS** is amended as follows:

**Section 244.02 - Detail Requirements** is amended as follows:

**Section 244.02(d) Fertilizers** is replaced with the following:

1. **Fertilizer for seeding, sodding, sprigging, and plugging** shall have a guaranteed 1-2-1 ratio and a 15-30-15 analysis with a minimum 30% of the nitrogen from either a slow release or slowly soluble source with the remainder of the nitrogen from urea or ammonium nitrate. The following types of slow release or slowly soluble nitrogen fertilizers can be used: urea formaldehyde (UF){ureaform, methylene urea, and methylene diurea/dimethylene triurea}, isobutylidene diurea (IBDU), sulfur coated urea (SCU) and polycoated urea (PCU). Urea formaldehyde products shall have a minimum activity index of 40%. The IBDU minimum "size guide number" (SGN) shall be 230. All UF and IBDU products shall indicate the slow release/slowly available nitrogen source on the fertilizer analysis label as Water Insoluble Nitrogen (WIN). The polycoated and sulfur coated ureas shall have a minimum of 3 month release duration for the total product. The phosphorous content of the fertilizer shall be triple superphosphate or diammonium phosphate. The potassium content of the fertilizer shall be potassium chloride commonly known as muriate of potash. All slow release or slowly soluble fertilizers can be applied with a hydraulic seeder except for SCU.

The fertilizer shall be uniform in composition, free flowing, and suitable for application with approved equipment. The fertilizer shall be delivered to the project in bags or other convenient containers, each fully labeled, and shall conform to all applicable state and federal laws and regulations. Additional nutrients shall be added only when specified. All fertilizer shall be subject to testing by the Virginia Department of Agriculture and Consumer Services. The Department reserves the right to reject fertilizer materials that do not meet these specifications or to be compensated in accordance with the requirements of the Virginia Fertilizer Law. Other fertilizer products and rates may be substituted with approval from the Engineer.

2. **Fertilizer for planting plants** shall have a guaranteed 1-2-1 ratio and a 15-30-15 analysis with a minimum of 30% of the nitrogen from either a slow release or slowly soluble source with the remainder of the nitrogen from urea or ammonium nitrate. The following types of slow release or slowly soluble nitrogen fertilizers can be used: urea formaldehyde (UF){ureaform, methylene urea, and methylene diurea/dimethylene triurea}, sulfur coated urea (SCU) and polycoated urea (PCU). Urea formaldehyde products shall have a minimum activity index of 40%. The polycoated and sulfur coated ureas shall have a minimum of 3 month release duration for the total product. All slow release or slowly soluble fertilizers shall be applied as a dry surface application as shown in Volume II of the landscape section of the VDOT Road and Bridge Standards.

A copy of the material safety data sheet (MSDS) shall be provided to VDOT for each type of fertilizer supplied with each fertilizer delivery. Any fertilizer delivery that is not accompanied by the appropriate MSDS will be rejected. The fertilizer shall be uniform in composition, free

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flowing, and suitable for application with approved equipment. Fertilizer shall be delivered to the project in original bags or other convenient containers, each fully labeled, and shall conform to all applicable state and federal laws and regulations. Additional nutrients shall be added only when specified. All fertilizer shall be subject to testing by the Virginia Department of Agriculture and Consumer Services. Other fertilizer products and rates may be substituted with approval from the Engineer.

**Section 244.02(e) Lime** is replaced with the following:

Lime shall be agricultural grade ground limestone. Agricultural grade pulverized or pelletized lime products may be substituted at no additional cost to the Department.

The material source shall be registered with and approved by the Virginia Department of Agriculture and Consumer Services in accordance with the Virginia Agricultural Lime Law and shall conform to the requirements of Section 240. All lime shall be subject to testing by the Virginia Department of Agriculture and Consumer Services. Other lime products may be substituted with approval from the Engineer.

**GUIDELINES - PROJECTS REQUIRING GEOSYNTHETIC FABRICS AND OTHER GEOSYNTHETIC MATERIALS.**

**EXCEPTIONS: NONE.**

S245A1B-0604

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 245—GEOSYNTHETICS**

April 6, 2004c

**SECTION 245—GEOSYNTHETICS** of the Specifications is completely replaced by the following:

**245.01—Description.**

These specifications cover artificial fiber textile products to be used in transportation construction work.

**245.02—Detail Requirements.**

Geosynthetics shall include a label that clearly shows the manufacturer or supplier name, style name, and roll number. The shipping document shall include documentation to meet the requirements of Section 245.03.

Each geosynthetic roll shall be wrapped or otherwise packaged in such a manner as to protect the geosynthetic, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage.

During storage, geosynthetics rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, temperatures in excess of 160° F, and other environmental condition that may damage the physical property values of the geosynthetic. Geosynthetics that are not properly protected may be subject to rejection.

**245.03—Testing and Documentation.**

Each geosynthetic material provided to the project shall be tested by the Contractor for the material properties specified herein within 24 months of submission. Test results reported from AASHTO's National Transportation Product Evaluation Program – Laboratory Results of Evaluations on Geotextile and Geosynthetics may be used. The Contractor shall provide certification of the material in accordance with the requirements of AASHTO M 288 Section 4, Certification, and copies of the test results. The Contractor's testing, however, will not be the sole basis for acceptance.

The Department shall sample and test the geosynthetics for acceptance to verify conformance with this specification. Sampling shall be in accordance with ASTM D 4354, using the section titled, "Procedure C - Sampling for Purchaser's Specification Conformance Testing." In the absence of the Department's testing, acceptance may be based on manufacturer's certifications as a result of testing by the manufacturer of quality assurance samples obtained using the procedure for Sampling for Manufacturer's Quality Assurance (MQA) Testing. A lot size shall be considered to be the shipment quantity of the given product, or a truckload of the given product, whichever is smaller.

All property values, with the exception of apparent opening size (AOS) and Panel Vertical Strain, in these specifications represent minimum average roll values (MARV) in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS and Panel Vertical Strain represent maximum average roll values.

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Perform tests in accordance with the methods referenced in this specification for the indicated application. The number of specimens to test per sample is specified by each test method. Geotextile product acceptance shall be based on ASTM D 4759. Product acceptance is determined by comparing the average test results of all specimens within a given sample to the specification MARV.

(a) **Geotextile Fabric for Use in Silt Fences, Silt Barriers or Filter Barriers**

Geotextile shall function as a vertical; permeable interceptor designed to remove suspended soil from overland water flow. Fabric shall filter and retain soil particles from sediment-laden water to prevent eroding soil from being transported off the construction site by water runoff. Fabric shall contain ultraviolet inhibitors and stabilizers to provide at least 6 months of expected, usable construction life at a temperature of 0 degrees F to 125 degrees F. The tensile strength of the material after 6 months of installation shall be at least 50 percent of the initial strength.

Physical Property	Test Method	Requirements
Filtering Efficiency	VTM-51	75% (min)
Flow Rate	VTM-51	0.2 gal/sq. ft/minute (min)

In addition to these requirements the geotextile shall meet the requirements of AASHTO M 288 for Temporary Silt Fence Property Requirements, Table 6 for Grab Strength and Ultraviolet Stability.

(b) **Geotextile for Use as Riprap Bedding Material**

Geotextile shall meet the requirements of AASHTO M 288 for Separation Geotextile Properties Table 3 for Apparent Opening Size and Ultraviolet Stability and Geotextile Strength Property Requirements, Table 1, Class 2 for grab strength and puncture strength.

(c) **Geotextile Fabric for Use in Drainage Systems (Drainage Fabric)**

Drainage fabric shall be nonwoven, clog resistant, suitable for subsurface application, and stable both thermally and biologically.

The geotextile shall retain at least 75 percent of its ultimate strength when subjected to substances having a pH of a minimum of 3 and a maximum of 12 for a period of 24 hours.

Physical Property	Test Method	Requirements
Permittivity	ASTM D 4491	0.5 sec <sup>-1</sup> (min)
Apparent Opening Size (AOS)	ASTM D 4751	No. 50 sieve (max)

In addition to these requirements, the geotextile shall meet the requirements of AASHTO M 288 Strength Requirements, Table 1, Class 3 for grab strength.

(d) **Geotextile for Use in Stabilization**

Geotextiles used in saturated and or unstable conditions to provide the functions of separation and reinforcement.

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1. **Subgrade Stabilization Fabric**

Physical Property	Test Method	Requirements
Apparent Opening Size (AOS)	ASTM D 4751	No. 20 sieve (max)

In addition to this requirement, the geotextile shall meet the requirements of AASHTO M 288 for Strength Property Requirements, Table 1, Class 3 for Grab Strength, Tear Strength and Puncture Strength.

2. **Embankment Stabilization Fabric – up to 6 feet high**

Physical Property	Test Method	Requirements
Apparent Opening Size	ASTM D 4751	No. 20 sieve (max)
Seam Strength	ASTM D 4632	90% Specified Grab Strength

In addition to this requirement, the geotextile shall meet the requirements of AASHTO M 288 for Strength Property Requirements, Table 1, Class 1 for Grab Strength, Tear Strength and Puncture Strength.

(e) **Prefabricated Geocomposite Pavement Underdrain**

Prefabricated geocomposite pavement underdrain shall consist of a polymeric drainage core encased in a non-woven filter fabric envelope having sufficient flexibility to withstand bending and handling without damage. Prefabricated geocomposite pavement underdrain shall conform to the following:

- (1) **Core:** The drainage core shall be made from an inert, polymeric material resistant to commonly encountered chemicals and substances in the pavement environment, and shall have a thickness of not less than 3/4 inch.

Physical Properties	Test Method	Requirements
Compressive Strength Panel Vertical Strain & Core Area Change	ASTM D 1621/D 2412	40 psi(min) @ 20% deflection
Panel Vertical Strain & Core Area Change @ 22.7 psi	ASTM D 6244	10% for core area & panel height (max)
Water flow rate (after 100 hours @ 10 psi normal confining pressure gradient of no more than 0.1)	ASTM D 4716	15 gal/min/ft width for 12" specimen length) (min)

The core shall retain at least 75 percent of its ultimate strength when subjected to temperatures of 0° and 125°F respectively for a period of 24 hours.

- (2) **Filter Fabric:** Geotextile shall be bonded to and tightly stretched over the core. Geotextile shall not sag nor block the flow channels, have equivalent life of the core material and conform to the requirements of Section 245.03(c).

(f) **Geocomposite Wall Drains**

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Geocomposite wall drains may be used as an alternative to porous backfill when permitted by the Engineer. Geocomposite wall drains will not be permitted for use with walls considered critical by the Engineer. Critical walls shall include walls over 15 feet in height and walls supporting bridge abutments or other structures on spread footings.

Prefabricated geocomposite wall drain shall consist of a polymeric drainage core encased in a non-woven filter fabric envelope having sufficient flexibility to withstand bending and handling without damage. Geocomposite wall drains shall conform to the following:

- (1) **Core:** The drainage core shall be made from an inert, polymeric material resistant to commonly encountered chemicals and substances in the roadway.

Physical Property	Test Method	Requirements
Compressive Strength @ 20 % deflection	ASTM D 1621/ D 2412	40 psi (min)
Water flow rate (after 100 hours at 10 psi normal confining pressure and gradient of no more than 0. 1)	ASTM D 4716	15 gal/min/ft width (for 12" specimen length) (min)

The core shall retain at least 75 percent of its ultimate strength when subjected to temperatures of 0° and 125° F for a period of 24 hours.

- (2) **Filter Fabric:** Geotextile shall be bonded to and tightly stretched over the core. Geotextile shall not sag nor block the flow channels, have equivalent life of the core material and conform to the requirements of section 245.03(c).

(g) **Geomembrane Moisture Barrier**

Geomembrane moisture barrier shall be resistant to biological attack. Geomembrane shall be constructed out of PVC, have a thickness of 30 mils and shall meet the requirements of the PVC Geomembrane Institute 1197 material specification for PVC Geomembrane or shall conform to the following requirements:

Physical Property	Test Method	Requirements
Thickness	ASTM D 5199	30 mils (min)
Tensile (1 inch strip)	ASTM D 882	130 kip/ft (min)
Tear (Die C)	ASTM D 1004	200 lbf (min)
Puncture	ASTM D 4833	620 lbf (min)

(h) **Dewatering Bag:**

A non-woven geotextile sewn together to form a bag that can be used in lieu of a dewatering basin for the purpose of filtering out suspended soil particles. The bag shall be capable of accommodating the water flow from the pump without leaking at the spout and seams.

Physical Property	Test Method	Requirements
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Grab Strength @ Elongation < 50%(CRE/Dry)	ASTM D 4632	250 lbs (min)
Seam Strength	ASTM D 4632	90% Specified Grab Strength
Puncture	ASTM D 4833	150 lbs (min)
Mullen Burst	ASTM D 3786	450 psi (min)
Flow Rate	ASTM D 4491	.189 ft <sup>3</sup> /sec/ft. (min)
Permittivity	ASTM D 4491	1.2 sec <sup>-1</sup> (min)
UV Resistance	ASTM D 4355	70% at 500 hrs (min)
AOS	ASTM D 4751	100 sieve (max)

(i) **Paving Fabric**

The geotextile shall meet the requirements of AASHTO M 288 Paving Fabric Property Requirements, Section 9.

**GUIDELINES - PROJECTS REQUIRING REFLECTIVE SHEETING TO BE USED ON TRAFFIC CONTROL DEVICES.  
EXCEPTIONS: NONE.**

S247A1B-0806

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 247—REFLECTIVE SHEETING**

June 22, 2006

**SECTION 247—REFLECTIVE SHEETING** of the Specifications is replaced by the following:

**247.01—Description.**

This specification covers reflective sheeting used on traffic control devices to provide a retroreflective surface or message. Color of the reflective sheeting shall be as specified by contract documents. Reflective sheeting shall be certified in accordance with the requirements of Section 106.06 of the Specifications.

**247.02—Detail Requirements.**

Reflective sheeting shall be selected from the Department's qualified products list. Reflective sheeting products will be included on the qualified products list after the Department determines conformance to the Specifications and the manufacturer has supplied written information indicating conformance to the warranty requirements of Section 247.03 of the Specifications. Determination of conformance will include, but will not be limited to, the evaluation of test data from AASHTO's National Transportation Product Evaluation Program (NTPEP) or other Department approved facilities. When evaluating color test data provided by NTPEP or other Department approved facilities, color shall have been maintained within the color specification limits for the duration of the outdoor weathering test.

- (a) Reflective sheeting used on signs (except those specifically indicated otherwise herein), vertical panels (Group 2 channelizing devices), traffic gates and the "STOP" side of sign paddles (hand signaling device) shall conform to the requirements of ASTM D4956 for a Type III material.

Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

Maintained coefficient of retroreflection of the sheeting after 3 years on the test deck shall conform to the requirements of ASTM D4956.

- (b) Reflective sheeting used on cones, tubular delineators, drums and permanent sand barrels shall conform to the requirements of ASTM D4956 including supplementary requirement S2 for a Type III reboundable material. Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations except the minimum daytime luminance factor for white shall be 25 when used on cones and tubular delineators. The following supplementary table shall apply for cones, tubular delineators and drums:

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

<b>Observation Angle (°)</b>	<b>Entrance Angle (°)</b>	<b>White</b>	<b>Orange</b>
0.2	+50	75	25
0.5	+50	35	10

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



Reflective sheeting used on cones and tubular delineators is not required to be tested by NTPEP.

- (c) Reflective sheeting used to delineate the trailer's back frame of portable changeable message signs, arrow boards and portable lights shall conform to the requirements of the USDOT specification for a Grade DOT-C2 truck conspicuity marking as contained in 49 CFR 571.108 of the Code of Federal Regulations. References to ASTM specifications within the USDOT specification shall be interpreted to mean the latest version of that specification regardless of the date indicated in the reference. Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations

This reflective sheeting is not required to be tested by NTPEP.

- (d) Reflective sheeting used on orange construction and maintenance activity signs, barrier vertical panels installed on concrete traffic barrier service, rear panel of truck mounted attenuators, temporary impact attenuators (except sand barrels) and the "SLOW" side of sign paddles shall be fluorescent prismatic lens type conforming to the following:

Color shall conform to the requirements of Tables 3 and 3A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	Fluorescent Orange
0.2	-4	140
0.2	+30	90
0.2	+40	24
0.5	-4	90
0.5	+30	50
0.5	+40	15
1.0	-4	10
1.0	+30	5
1.0	+40	3

Maintained coefficient of retroreflection of the sheeting after 1 year on the test deck shall be at least 50 percent of the minimum coefficient of retroreflection values indicated above.

Impact resistance shall conform to the requirements of ASTM D4956.

- (e) Reflective sheeting used on temporary sand barrels shall be fluorescent orange prismatic lens reboundable type conforming to the following:

Color shall conform to the requirements of Tables 3 and 3A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	Fluorescent Orange
0.2	-4	200
0.2	+30	120
0.2	+50	40

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**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	Fluorescent Orange
0.5	-4	80
0.5	+30	50
0.5	+50	30

Maintained coefficient of retroreflection of the sheeting after 1 year on the test deck shall be at least 50 percent of the minimum coefficient of retroreflection values indicated above.

Reflective sheeting shall conform to the supplementary requirement S2 of ASTM D4956.

- (f) Reflective sheeting used on object markers, nose of guardrails, permanent impact attenuators (except sand barrels), standard road edge delineators, special road edge delineators, barrier delineators, guardrail delineators, interstate road edge delineators, chevron panels, bridge end panel signs (VW-13) and railroad advance warning signs (including any supplemental plaques) shall conform to the requirements of ASTM D4956 for a Type IX material with the below changes to the minimum coefficient of retroreflection  $R_A$  at the 1.0 observation angle. Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	White	Yellow
1.0	-4	28	22
1.0	+30	16	12

- (g) Reflective sheeting used on Type III barricades shall be prismatic lens type conforming to the following:

Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	White	Orange
0.2	-4	600	200
0.2	+30	270	120
0.2	+40	50	20
0.5	-4	220	80
0.5	+30	105	43
0.5	+40	40	15
1.0	-4	12	4
1.0	+30	10	3
1.0	+40	10	3

Maintained coefficient of retroreflection of the sheeting after 1 year on the test deck shall be at least 50 percent of the minimum coefficient of retroreflection values indicated above.

Impact resistance shall conform to the requirements of ASTM D4956.

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(h) Reflective sheeting used on the below listed signs shall be fluorescent yellow-green high observation angle prismatic lens type conforming to the following:

- Bicycle Crossing sign (W11-1) including supplemental plaques
- Pedestrian Crossing sign (W11-2) including supplemental plaques
- Playground sign (W15-1) including supplemental plaques
- DEAF CHILD AREA sign including supplemental plaques
- WATCH FOR CHILDREN sign including supplemental plaques
- School Signing consisting of the following:
  - School Crossing sign (S1-1)
  - School Bus Stop Ahead sign (S3-1)
  - SCHOOL plaque (S4-3)
  - School Portion of the School Speed Limit sign (S5-1)
  - Supplemental plaques used with the above signs

Color shall conform to the requirements of Tables 3 and 3A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	Fluorescent Yellow-Green
0.2	-4	325
0.2	+30	203
0.5	-4	238
0.5	+30	108
1.0	-4	63
1.0	+30	35

Maintained coefficient of retroreflection of the sheeting after 3 years on the test deck shall be at least 50 percent of the minimum coefficient of retroreflection values indicated above.

Impact resistance shall conform to the requirements of ASTM D4956.

(i) Reflective sheeting used on retroreflective rollup signs shall conform to the following:

Color shall conform to the requirements of Tables 1 and 1A for white and Tables 3 and 3A for fluorescent orange of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

**Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per footcandle per square foot)**

Observation Angle (°)	Entrance Angle (°)	White	Fluorescent Orange
0.2	-4	300	200
0.2	+30	180	125
0.2	+50	90	50
0.5	-4	200	72
0.5	+30	75	36
0.5	+50	45	20

This reflective sheeting is not required to be tested by NTPEP.

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- (j) Reflective sheeting used for the background on positive contrast guide signs shall conform to the requirements of ASTM D4956 for a Type III, VII, VIII, IX or X material. All positive contrast letters, numerals, symbols, arrows and borders used on guide signs shall be fabricated from prismatic sheeting conforming to the requirements of ASTM D4956 for a Type VII, VIII, IX or X material.

Color shall conform to the requirements of Tables 1 and 1A of the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations.

Maintained coefficient of retroreflection of the sheeting after 3 years on the test deck shall conform to the requirements of ASTM D4956.

### **247.03—Warranty Requirements.**

**The reflective sheeting manufacturer** shall provide the following warranties to the Department on their products:

- (a) **Type III Sheeting (Permanent Use)** – 12 year warranty with 10 years being 100 percent full replacement covering all material and labor costs associated with fabrication and installation of the sign or device, and the final 2 years being 100 percent sheeting replacement cost.
- (b) **Type VIII, IX and High Observation Angle Prismatic Sheeting (Permanent Use)** - 10 year warranty with 7 years being 100 percent full replacement covering all material and labor costs associated with fabrication and installation of the sign or device, and the final 3 years being 100 percent sheeting replacement cost.
- (c) **Type III, Prismatic and Rollup Sign Sheeting (Work Zone Use) and Grade DOT-C2 Truck Conspicuity Marking** – 3 year full replacement warranty covering all material and labor costs associated with fabrication of the sign or device.

The warranty shall cover the loss of retroreflectivity, loss of colorfastness, cracking and any other conditions inherent to the sheeting including inks and overlay film that causes it to be ineffective in providing the direction to the motorists as intended.

Minimum values of retroreflectivity maintained during the warranty period shall be the same as those required for the maintained coefficient of retroreflection values as indicated herein, or ASTM D4956 if they do not exist herein. For reflective sheeting indicated in Section 247.02(i) of the Specifications, the minimum values of retroreflectivity maintained during the warranty period shall be no less than 50 percent of the minimum coefficient of retroreflection values indicated herein.

Loss of colorfastness is considered to have occurred if the color of the sheeting is not within the color specification limits indicated in the USDOT specification as contained in the appendix to 23 CFR, Part 655, Subpart F of the Code of Federal Regulations during the warranty period.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
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## **— DIVISION III—ROADWAY CONSTRUCTION —**

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\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



— **300 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES)** —

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**GUIDELINES - PROJECTS WITH CLEARING AND GRUBBING.**  
**EXCEPTIONS: NONE.**

(c301a0b-0503) **SECTION 301.02—PROCEDURES** is amended to replace the first paragraph with the following:

If approved by the Engineer, the Contractor may clear and grub to accommodate construction equipment within the right of way up to 5 feet beyond the construction limits at his own expense. The Contractor shall install erosion and siltation control devices prior to beginning clearing or grubbing operations and such devices shall be functional before upland land-disturbing activities take place.

1-27-03 (SPCN)

**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



(c302a0b-0702) **SECTION 302.03—PROCEDURES** is amended to add the following:

The Contractor shall be responsible for anticipating and locating underground utilities and obstructions in accordance with the requirements of Section 105.07 of the Specifications.

When construction appears to be in close proximity to existing utilities, the trench(es) shall be opened a sufficient distance ahead of the work or test pits made to verify the exact locations and inverts of the utility to determine if changes in line or grade are required for the new work.

4-5-02 (SPCN)

**GUIDELINES - PROJECTS REQUIRING DRAINAGE STRUCTURES. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]**  
**EXCEPTIONS: NONE.**

(c302b2b-1106) **SECTION 302—DRAINAGE STRUCTURES** of the Specifications is amended as follows:

**Section 302.01—Description** is replaced with the following:

This work shall consist of installing pipe culverts, endwalls, box culverts, precast concrete and metal arches, storm drains, drop inlets, manholes, spring boxes, junction boxes, and intake boxes and removing and replacing existing structures in accordance with the requirements of these specifications and in conformity with the lines and grades shown on the plans or as established by the Engineer.

**Section 302.03(a) 2.g.—Backfilling** is amended to delete the first, fourth, fifth, sixth, and seventh paragraphs, and to add the following:

Class I backfill material shall be crusher run aggregate size no. 25 or 26, Aggregate Base Material Size 21A or 21B, or Flowable Fill.

Regular backfill material outside of the neatlines of the Class I areas shown on the Standard Drawings shall be regular excavation conforming to Section 303. Regular and classified backfill shall be placed in uniform layers not more than 6 inches in thickness, loose measurement, before compaction. Each layer of Class I and regular backfill material shall be thoroughly compacted as specified in Section 303.04(g) with the exception that Class I backfill material shall be placed and compacted at a moisture content of optimum to plus 2 percentage points of optimum. Class I backfill material shall be thoroughly compacted under the haunches of pipe culverts. Each layer of Class I and regular backfill material shall be compacted by rolling, tamping with mechanical rammers, or hand tamping with heavy metal tampers with a face of at least 25 square inches. If vibratory rollers are used in the backfill operations, vibratory motors shall not be activated until at least 3 feet of backfill has been placed and compacted over the pipe. Backfill and compaction shall be advanced simultaneously on both sides of the pipe. The fill above the top of the Class I backfill shall be completed as specified for embankment construction.

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Field density determinations will be performed in accordance with the requirements of VTM-1, VTM-10 or other methods approved by the Engineer.

Concrete pipe with a height of cover greater than that shown in the Standard PC-1 table for Class V pipe shall be Special Design pipe with Method "A" bedding and backfill in accordance with the requirements of Standard PB-1.

**Section 302.03(b) 1.b.—Standard precast drainage units** is replaced with the following:

Pipe openings in precast drainage units shall not exceed the outside cross sectional dimensions of the pipes by more than a total of 8 inches regardless of the placement of the pipes, the angles of intersection, or the shapes of the pipes. Pipe openings shall be formed, drilled, or neatly cut.

**Section 302.03(b) 1.c.—Standard precast drainage units** is replaced with the following

The Contractor shall use brick, masonry block, other standard masonry units, or clean, durable, and sound local stone in conjunction with mortar to fill the void between the pipe culverts and the precast drainage structures. Stone or masonry units, areas of the pipe openings, and exterior walls of pipe shall be thoroughly wetted and then bonded with mortar by standard masonry practice in such a manner as to provide a contiguous masonry connection between the precast drainage structures and the pipe culverts. The remaining exterior and interior voids shall be filled with mortar and shaped to the contour of the precast structure.

**Section 302.04—Measurement and Payment** is amended to delete the eleventh, twelfth and thirteenth paragraphs and replace the fifth, fourteenth and fifteenth paragraphs with the following:

**Pipe** shall be paid for at the contract unit price per linear foot. This price shall include excavating, when not paid for as Minor Structure Excavation, sheeting, shoring, dewatering, disposing of surplus and unsuitable material and restoring existing surfaces. The upper 4 inches of bedding material and the Class I backfill material within the neatlines shown for each foundation type on the Standard PB-1 Drawings shall be included in the price for the related pipe. When unit prices for extended pipelines are not specified, the unit price for new pipe of the same size shall apply. When not a pay item, the cost of the temporary relocation of a stream to facilitate the installation of the pipe shall be included in the price for the pipe. The cost of fittings, anti-seepage collars and anchor blocks shall be included in the price for the pipe.

**Cast in place box culverts** will be measured in cubic yards of concrete and pounds of reinforcing steel and will be paid for at the contract unit price per cubic yard of concrete and per pound of reinforcing steel. These prices shall include excavating, when not paid for as Minor Structure Excavation, sheeting, shoring, dewatering, waterproofing, disposing of surplus and unsuitable material, restoring existing surfaces, the upper 6 inches of bedding material within the neatlines shown on the Standard PB-1 Drawings and all necessary work to key the bottom slab into an existing rock foundation. When not a pay item, the cost of the temporary relocation of a stream to facilitate the

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installation of the structure shall be included in the price for the concrete and steel.

If the Contractor elects to furnish and install precast box culverts or precast arches, payment will be made for the original quantities shown on the plans for cast-in-place units. No additional compensation will be made for casting, prestressing, or shipping precast units or performing additional work, such as waterproofing, epoxy coating, or joint sealing, required as a result of the substitution.

**Precast box culverts** will be measured in linear feet along the centerline of the barrel from face of curtain wall to face of curtain wall and will be paid for at the contract unit price per linear foot. This price shall include designing, casting, reinforcing, excavating, when not paid for as Minor Structure Excavation, sheeting, shoring, dewatering, installing, waterproofing, sealing joints, anchoring, disposing of surplus and unsuitable material, restoring existing surfaces, the upper 6 inches of bedding material within the neatlines shown on the Standard PB-1 Drawings, fittings and providing buffer zones and porous backfill for multiple lines. When not a pay item, the cost of the temporary relocation of a stream to facilitate the installation of the structure shall be included in the price for the box culvert.

**Section 302.04 - Measurement and Payment** is amended to delete the following Pay Items and Pay Units:

<b>Pay Item</b>	<b>Pay Unit</b>
Bedding material, aggregate No. ( )	Ton
Class I backfill material	Cubic yard or Ton
Class II backfill material	Cubic yard or Ton

1-5-05 (SPCN)

**GUIDELINES - WHEN REQUESTED BY THE DESIGNER (NOT FOR USE IN PAVEMENT STRUCTURE AND RARELY USED IN BEDDING MATERIAL).  
EXCEPTIONS: NONE.**

(c303a0b-0702) **AGGREGATE MATERIAL** shall be the size specified conforming to Section 203 of the Specifications. The aggregate shall be placed at locations shown on the plans or as directed by the Engineer. Aggregate material will be measured in units of tons for the size specified in accordance with Section 109 of the Specifications. Payment will be made at the contract unit price per ton, which bid price shall be full compensation for furnishing, placing, and shaping and compaction, if required.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Aggregate Material (Size)	Ton

5-23-95, Reissued 7-9-02 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - WHEN DEWATERING BASIN IS REQUESTED BY THE DESIGNER AND SPECIAL PROVISION S303E IS NOT USED.  
EXCEPTIONS: NONE.**

(c303c0b-1103) **SECTION 303.06(e) EROSION CONTROL ITEMS** of the Specifications is amended to include the following:

16. **Dewatering basin** will be measured and paid for at the contract unit price per each. This price shall include furnishing, installing, maintaining, and when no longer required, removing the dewatering basin, backfill and site restoration.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Dewatering basin	Each
4-5-02 (SPCN)	

**GUIDELINES - PROJECTS REQUIRING EARTHWORK AND SPECIAL PROVISION S303E IS NOT USED. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c303d0b-1106) **SECTION 303—EARTHWORK** of the Specifications is amended as follows:

**Section 303.05 (a) Finished grade of subgrade** is replaced with the following:

(a) **Finished grade of subgrade** shall conform to the requirements of Section 305.03(c) of the Specifications.

9-19-05 (SPCN)

**GUIDELINES – ALL PROJECTS.  
EXCEPTIONS: NONE.**

(c303f0b-0507) **SECTION 303.03 (b) INCREMENTAL SEEDING** is amended to replace the last paragraph with the following:

Seeding operations in all earth or land-disturbed areas where grading or grubbing operations have occurred shall be applied within 7 days after attaining the appropriate grading increment or upon suspension of grading operations for an anticipated duration of greater than 15 days or upon completion of grading operations for a specific area. Areas excluded from this requirement include areas within 100 feet of the limits of ordinary high water or a delineated wetland which shall be continuously prosecuted until completed and stabilized immediately upon completion of the work in each impacted area.

3-15-06 (SPCN)

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**GUIDELINES - PROJECTS WITH SUBGRADE AND SHOULDERS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c305b0b-1106) **SECTION 305—SUBGRADE AND SHOULDERS** of the Specifications is amended as follows:

**Section 305.01—Description** is replaced with the following:

This work shall consist of constructing the subgrade and shoulders to the cross section and grade shown on the plans and within the specified tolerances indicated on the plans and in these specifications.

**Section 305.03(a)2 Subgrade Consisting Of Treated Materials In Place** is amended to replace the third paragraph with the following:

Field density determinations will be performed in accordance with the requirements of AASHTO T191, modified to include material sizes used in the laboratory determination of density; with a nuclear density testing device; or by other approved methods. When a nuclear device is used, the nuclear density determination for treated in-place subgrade material will be related to the density of the same material tested in accordance with the requirements of VTM-1 or VTM-12 and a control strip will not be required.

**Section 305.03(d)** is replaced with the following:

(d) **Geotextile (Subgrade Stabilization):** When geotextile for subgrade stabilization is required it shall be placed as shown on the plans. Geotextile shall be spliced by an overlap of at least 2 feet or by sewing double stitched seams with stitching spaced 1/4 inch to 1/2 inch apart or as shown on the plans.

**Section 305.03(e) Shoulders** is amended to replace the fourth paragraph with the following:

Stabilized and paved shoulders shall be constructed in accordance with the requirements of the applicable specifications for pavement stabilization. If the aggregate shoulder material becomes overconsolidated prior to final finishing, it shall be scarified for the approximate depth, reshaped, and recompact to conform to the specified grade and cross section.

2-18-05 (SPCN)

**GUIDELINES - PROJECTS WITH SUBBASE COURSE. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c308b0b-1106) **SECTION 308—SUBBASE COURSE** of the Specifications is amended to replace the first sentence of the fourth paragraph with the following:

**Section 308.01—Description** is replaced with the following:

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This work shall consist of furnishing and placing one or more courses of mineral aggregate on a prepared subgrade in accordance with the required tolerances within these specifications and in conformity with the lines, grades, typical sections, and cross sections shown on the plans or as established by the Engineer.

**Section 308.03—Procedures** is amended to replace the first sentence of the fourth paragraph with the following:

Each layer of subbase course shall be compacted at optimum moisture, within  $\pm 2$  percentage points of optimum.

And to replace the seventh paragraph with the following:

Field density determinations will be performed with a nuclear field density device using the density control strip as specified in Section 304 and VTM-10 or in accordance with the requirements of AASHTO T191. The method of density determination will be as directed by the Engineer.

2-16-05 (SPCN)

**GUIDELINES - PROJECTS WITH AGGREGATE BASE COURSE. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

(c309b0b-1106) **SECTION 309—AGGREGATE BASE COURSE** of the Specifications is amended to replace the first sentence of the second paragraph with the following:

**Section 309.01—Description** is replaced with the following:

This work shall consist of furnishing and placing one or more courses of aggregates and additives, if required, on a prepared surface in accordance with the requirements of these specifications and in conformity with the lines, grades, and typical sections and cross sections shown on the plans or as established by the Engineer.

**Section 309.05—Density Requirements** is amended to replace the first sentence of the second paragraph with the following:

After mixing and shaping, each layer shall be compacted at optimum moisture within  $\pm 2$  percentage points of optimum.

And to replace the fifth paragraph with the following:

The base course will be tested in place for depth and density. Field density determinations will be performed with a nuclear field density device, using a density control strip as specified in Section 304 and VTM 10, or in accordance with the requirements of AASHTO T191. The method of density determination will be as directed by the Engineer.

2-16-05 (SPCN)

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**GUIDELINES - WHEN REQUESTED BY THE DESIGNER.**  
**EXCEPTIONS: NONE.**

(c315a0b-0702) **SAW CUT ASPHALT PAVEMENT**-This work shall consist of saw cutting the existing asphalt pavement to a depth shown on the plans and as directed by the Engineer.

Saw cut asphalt concrete pavement will be measured in linear feet for the depth specified and will be paid for at the Contract unit price per foot, which price shall be full compensation for saw cutting the asphalt pavement to the depth specified.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Saw cut asphalt conc. (depth)	Linear foot
11-14-96 (SPCN)	

**GUIDELINES - PROJECTS REQUIRING MTVs (ALWAYS SMA).**  
**EXCEPTIONS: NONE.**

(c315b0b-1205) **MATERIAL TRANSFER VEHICLE (MTV)**—When specified in the Contract, a MTV shall be used during the placement of designated asphalt mixes on full lane width applications. A MTV is defined as a self-propelled storage unit capable of receiving material from trucks, storing the material and transferring the material from the unit to a paver hopper insert via a conveyor system. The required paver hopper insert and unit shall have a combined minimum storage capacity of 15 tons. Prior to placing the asphalt material on the roadway surface, the storage unit or paver hopper insert must be able to remix the material in order to produce a uniform, non-segregated mix, having a uniform temperature.

10-25-05 (SPCN)

**GUIDELINES - WHEN REQUESTED BY THE DESIGNER.**  
**EXCEPTIONS: NONE.**

(c316a0b-0702) **SAW CUT HYDRAULIC CEMENT CONCRETE PAVEMENT**- This work shall consist of saw cutting the existing hydraulic cement concrete pavement to a depth shown on the plans and as directed by the Engineer.

Saw cut hydraulic cement concrete pavement will be measured in feet for the depth specified and will be paid for at the Contract unit price per foot, which price shall be full compensation for saw cutting the hydraulic cement concrete pavement to the depth specified.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
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Saw cut hydraulic cement concrete pavement (depth)	Linear foot
8-25-98 (SPCN)	



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— **300 SERIES SPs (SPECIAL PROVISIONS)** —

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**GUIDELINES - PROJECTS HAVING CULVERTS OR UNDERGROUND UTILITIES.**  
**EXCEPTIONS: NONE.**

S302A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**FLOWABLE BACKFILL**

November 30, 1998  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of furnishing and placing flowable backfill for use as backfill material in pipe installations or in other uses at locations as designated on the plans, and as backfill material for plugging designated abandoned pipes and culverts.

**II. MATERIALS**

Hydraulic Cement shall conform to the requirements of Section 214 of the Specifications.

Fly Ash shall have no specific requirement for fineness, loss of ignition, or reactivity.

Water shall conform to the requirements of Section 216 of the Specifications.

Aggregates shall conform to the requirements of Sections 202 and 203 of the Specifications with a combined gradation as determined by the Contractor.

Admixtures shall conform to the requirements of Section 215 of the Specifications.

Granulated Iron Blast Furnace Slag shall conform to the requirements of Section 215 of the Specifications.

**III. MIX DESIGN**

Mix design for flowable backfill shall be provided by the Contractor. When used as backfill material in pipe installations or in other uses at locations as designated on the plans flowable backfill shall have a design compressive strength of 30 to 200 psi. When used as backfill material for plugging designated abandoned pipes and culverts flowable backfill shall have a design compressive strength of 30 to 1200 psi. The design compressive strength requirement shall be at 28 days when tested in accordance with AASHTO T-23. Mix design shall result in a fluid product having no less than an 8-inch slump at time of placement. The Contractor shall submit a mix design for approval supported by laboratory test data verifying compliance with 28 day compressive strength requirements. Mix design shall be approved by the Engineer prior to placement.

**IV. PROCEDURES**

Mixing and transporting shall be in accordance with Section 217 of the Specifications or by other methods approved by the Engineer.

Temperature of flowable backfill shall be at least 50 degrees Fahrenheit at time of placement. Material shall be protected from freezing for 24 hours after placement.

When used as backfill for pipe installation and floatation or misalignment occurs, correct alignment of the pipe shall be assured by means of straps, soil anchors or other approved means of restraint.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



When used to fill the voids in abandoned pipes and culverts, they shall be plugged and backfilled in accordance with the plan details or as directed by the Engineer. The plugs shall be in accordance with the plan details. The backfill material shall be flowable backfill placed into the abandoned pipe or culvert without voids. The opening for culvert backfill installation shall be sealed with masonry or Class A-3 concrete at completion of backfilling.

**V. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

**Flowable Backfill** will be measured and paid for in cubic yards complete-in-place. When used as backfill material in pipe installations or in other uses at locations as designated on the plans this price shall be full compensation for furnishing and placing flowable backfill, securing the pipe alignment, and for all materials, labor, tools, equipment and incidentals necessary to complete the work. When used as backfill material for plugging designated abandoned pipes and culverts the price bid shall include furnishing and placing of backfill material and furnishing and installing plugs.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Flowable Backfill	Cubic yard

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
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**GUIDELINES - PROJECTS THAT ALLOW EXISTING PAVEMENT TO BE OPEN CUT (INCLUDE SPECIAL PROVISION S312A0B BLOTTED SEAL COATS AND SPECIAL PROVISION S314A0B ASPHALT SURFACE TREATMENT).  
EXCEPTIONS: NONE.**

**S302B0B-0702**

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

August 1, 1991ccc  
Reissued July 9, 2002ccc

**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 the requirements of Section 211 of the Specifications.

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

Asphalt Material shall conform to the requirements of Section 210 of the Specifications.

Fine Aggregate shall conform to the requirements of Section 202 of the Specifications.

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

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

Steel Reinforcement shall conform to the requirements of Section 223 of the Specifications.

**III. CONSTRUCTION**

Pavement restoration shall be in accordance with this Provision and plan notes.

Backfill shall be in accordance with Section 302.03 (a) 2. g. of the Specifications.

Asphalt Concrete shall be placed and compacted in accordance with Section 315 of the Specifications.

Surface Treatment shall be placed in accordance with the Asphalt Surface Treatment special provision and the attached drawing.

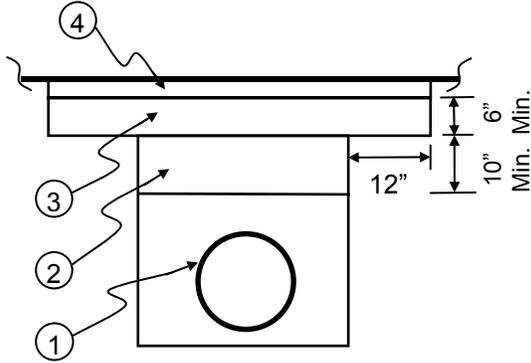
Concrete Pavement shall be placed in accordance with Section 509 of the Specifications and this Provision. Open trench in Hydraulic Cement Concrete Pavement should be located at existing transverse joints if at all possible. If concrete pavement is removed within two feet of an existing transverse joint, pavement removal shall be extended two feet beyond the joint. Reinforcing steel and dowels shall be installed in accordance with Road and Bridge Standard PR-2. Joint replacement shall be in accordance with Road and Bridge Standard PR-2.

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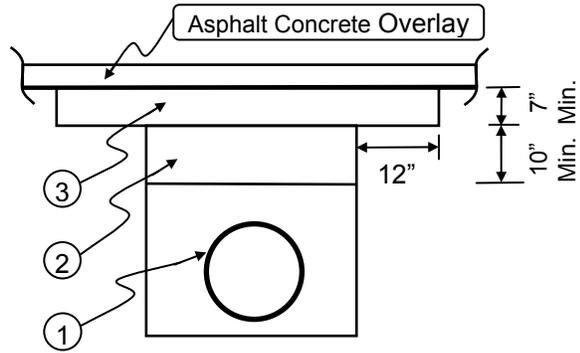


**IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

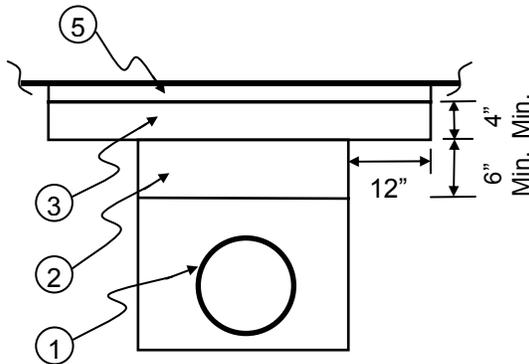
Restoring Existing Pavement unless otherwise specified will not be measured for separate payment, the cost thereof shall be included in the price bid for the utility to which it pertains in accordance with Section 302.04, Section 520.06 or Section 705.04 of the Specifications, as appropriate. However, widths and depths in excess of the attached drawing that are authorized or directed by the Engineer will be paid for in accordance with Section 109.05 of the Specifications.



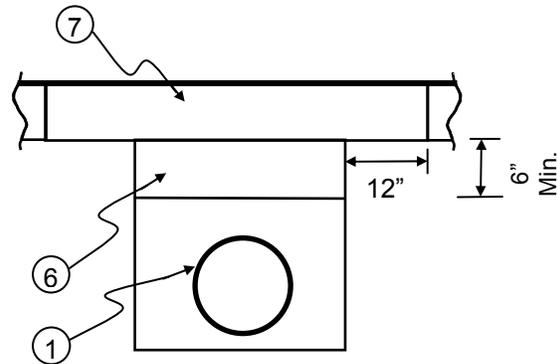
PAVEMENT STRUCTURE  
Asphalt Conc. Base and Surface



PAVEMENT STRUCTURE  
Scheduled for Asphalt Conc. Overlay



PAVEMENT STRUCTURE  
Aggregate Base and Surface Treatment



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 in accordance with the applicable Road and Bridge Standards and Specifications.
2. Subbase - Aggregate material Type 1, Size 21A or 21B.

5. 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.

6. Subbase - Aggregate material Type 1 Size 21B

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



3. Asphalt Concrete Type BM-25.0
4. Surface - Asphalt Concrete Type SM-9.5D @  
165 lbs. per sq. yd.
7. Surface - Hydraulic Cement Concrete, high  
early strength, matching existing structure  
for depth and surface texture.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - PROJECTS THAT SPECIFY A TURBIDITY CURTAIN.  
EXCEPTIONS: NONE.**

S303A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**TURBIDITY CURTAIN**

August 4, 1993c  
Reissued July 9, 2002

**I. DESCRIPTION**

This work consists of installation, maintenance and removal of a turbidity curtain, including all necessary cables, weights and floats in accordance with this provision and in reasonably close conformity with the lines, grades and details shown on the plans or established by the Engineer. The curtain shall be provided as a temporary measure to minimize the drift of suspended material during construction of the project.

**II. MATERIALS**

The curtain shall be synthetic fabric coated with suitable elastomeric or polymeric compound; having high resistance to weathering, hydrocarbons, fresh and salt water, and temperature extremes. The fabric shall be impervious or pervious as shown in the contract. Pervious is defined as 20% of the fabric material allowing the passage of water. The fabric shall have a tensile strength of not less than 200 pounds per square inch when measured lengthwise or crosswise. The curtain shall form a continuous vertical and horizontal barrier for the entire width and length of each section. Seams, if required, shall be either vulcanized welded or sewn and shall develop the full strength of the fabric.

Floatation shall be flexible, buoyant units contained in a floatation sleeve or collar attached to the curtain. Buoyancy provided by the floatation units shall be sufficient to support the required width of the curtain and maintain a freeboard of at least 3 inches above the water surface level, to a minimum of one foot above the bottom or a maximum ten foot depth at all stages of water levels.

Load lines shall be fabricated into the top and bottom of the curtain. The top load line shall consist of woven webbing or vinyl sheathed steel cable and shall have a break strength in excess of 10,000 pounds. The bottom loadline shall consist of a chain incorporated into the bottom hem of the curtain of sufficient weight to serve as ballast to hold the curtain in a vertical position. Additional anchorage shall be provided if necessary. The load lines shall have suitable devices, which develop the full breaking strength for connecting to load lines in adjacent sections.

The Contractor shall submit working drawings to the Engineer for review in accordance with Section 105.02 of the Specifications.

**III. INSTALLATION**

The curtain shall be placed at the locations shown on the plans and in accordance with the approved working drawings. The Contractor shall maintain the turbidity curtain in order to insure the continuous protection of the waterway.

The depth of the curtain shall be such that it shall extend from the water surface to no less than one foot above the bottom, or no more than ten feet depth for the entire length of curtain at all stages of water level.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



When the curtain is no longer required as determined by the Engineer, the curtain and related components shall be removed in such a manner as to minimize turbidity. The curtain and related components shall become the property of the Contractor and shall be removed from the project.

#### IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Turbidity curtain will be measured in linear feet from edge of the curtain along the support cable. Turbidity curtain will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing, installing, maintaining and removal of all materials necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Turbidity Curtain (Type)	Linear Foot

**GUIDELINES - PROJECTS HAVING BORROW MATERIAL OR WHEN EMBANKMENT IS A PAY ITEM  
(SET UP WITH FILLS OVER 4 FEET).  
EXCEPTIONS: NONE.**

S303B0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SOIL/GLASS FILLS**

May 22, 1995  
Reissued July 9, 2002

**I. DESCRIPTION**

Waste glass may be used as a permissible blend with regular excavation or borrow material for the construction of embankments. The placement of the waste glass blend shall be in areas of embankments as detailed in Section III herein.

**II. MATERIALS**

- A. Any glass that has come in contact with regulated hazardous materials will be rejected.
- B. 100% of the waste glass shall pass the 3/4 inch sieve.
- C. Waste glass may contain up to 5% non-organic debris

**III. CONSTRUCTION PROCEDURES**

Waste glass shall be blended with soil within the following boundaries in the embankment:

- A. bottom - minimum two feet (2') above the high water table
- B. sides - minimum four feet (4') inside the side slope
- C. top - minimum 4 feet (4') soil embankment cap

The embankment shall be constructed by placing alternate four inch (4") layers of waste glass and soil and mixing and blending by scarification or other approved methods during compaction. The thickness of uncompacted layers of soil/glass shall be a maximum of 8 inches or as directed by the Engineer. For those areas where waste glass is to be incorporated into the embankment, glass may constitute up to approximately fifty percent (50%) by volume of that portion of the embankment.

Methods for compaction of the soil/glass embankment shall be approved by the Engineer and shall be accomplished with a vibratory compactor or other approved methods. Moisture and density requirements for the soil/glass embankments shall be the same as other conventional soil embankment and in accordance with the requirements of Section 303.

Normal compaction procedures and requirements are to be used for compaction of the soil embankment "cap" above the waste glass.

**IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Waste glass will not be measured separately and will be paid for as borrow material at the contract unit price per cubic yard, which price shall be full compensation for furnishing, placement, manipulation and compaction.

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Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - PROJECTS REQUIRING EROSION CONTROL MULCH.**  
**EXCEPTIONS: NONE.**

S303C1B-0105

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**EROSION CONTROL MULCH**

March 15, 2004

**I. DESCRIPTION**

This work shall consist of furnishing and applying mulch as a temporary erosion control treatment on slopes exposed to the elements but not at final grade during the period from December 1 to March 1 for periods of up to 30 days prior to final grading, or to areas to receive stabilization or paved surfaces within six months, in accordance with this provision and as directed by the Engineer.

**II. MATERIALS**

Mulch shall conform to the requirements of Section 244.02(g)1. of the Specifications.

**III. PROCEDURES**

Mulch shall be applied to exposed slopes requiring mulch, or to areas to be stabilized or paved, within 48 hours after performance of grading operations. Straw or hay mulch shall be applied on bare slope areas at the rate of approximately 3 tons per acre (1.24 lbs per square yard). Straw or hay mulch shall be applied at a uniform thickness in such a manner that not more than 10 percent of the soil surface will be exposed. Straw or hay mulch shall be anchored to the slope surface by one of the following methods: spraying with cellulose fiber mulch at the rate of 750 pounds per acre (0.15 pound per square yard); disking or punching the mulch partially into the soil; using approved netting; or using other materials or methods approved by the Engineer. The Contractor may use more than one method on the same project.

**IV. MEASUREMENT AND PAYMENT**

Erosion control mulch will be measured in square yards or acres of surface area, complete-in-place, and will be paid for at the contract unit price per square yard or acre of surface area. This price shall include furnishing and applying mulch; and maintaining mulched areas until placement of the final soil retention covering, seeding or paving.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Erosion control mulch	Square yard or acres

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**GUIDELINES - USE ON PROJECTS DIRECTED FOR CONSTRUCTION UNDER NO PLAN OR MINIMUM PLAN CONCEPTS. (UNIT PRICE FOR EXTRA EXCAVATION TO BE FURNISHED BY THE DISTRICT).  
EXCEPTIONS: NONE.**

S303D0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**NO PLAN AND MINIMUM PLAN CONCEPT**

April 14, 1998  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of the construction or reconstruction of the roadway in accordance with this provision and in reasonably close conformity with the lines, grades and typical sections shown or established by the Engineer.

This work shall include clearing and grubbing; excavation within the area of the typical section(s), construction of embankments and shoulders, construction of connections with intersecting roads, streets and entrances, both public and private, and the construction of all ditches and channels within the area of the right-of-way or easements. Unless otherwise specified, this work shall include the removal and disposal of existing road surface material, abandoned pipe culverts and minor structures. The existing road surface material shall be salvaged and used for maintenance of traffic, except when the Engineer determines that this condition is impractical.

**II. MATERIALS AND TESTING**

Testing on this project will be in accordance with the policy for testing on no plan and minimum plan projects in Sections 207 and 208 of the Specifications and the Material Division's Manual of Instructions.

**III. CONSTRUCTION METHODS**

The Contractor shall perform all construction or reconstruction activities in accordance with the applicable requirements of the Specifications, except as otherwise specified herein or on the plans.

The roadway centerline shall be in accordance with the centerline shown on the plans or established by the Engineer. The grade shall generally follow that shown on the plans. In the absence of a grade line on the plans, the proposed grade shall generally follow the existing grade as directed by the Engineer. The approximate depth of centerline cuts and fills shall be obtained from the plans, except that at certain locations and at the discretion of the Engineer, a minimum number of centerline grade stakes may be furnished by the Department whereby the approximate depth of centerline cuts and fills may be obtained therefrom. Slope tolerances specified in the Specifications are waived; however, all disturbed slopes shall be uniformly grooved or rough graded as directed by the Engineer.

The roadbed shall be shaped and worked until it is smooth and free from large clods or other material unfit for use in the roadbed. Sharp breaks in the roadbed shall be eliminated and the final grade shall be compacted. The maximum gradient on all connections with intersecting roads, streets and entrances shall not exceed 10 percent, unless otherwise noted on plans or directed by the Engineer. Ditchlines shall be graded to facilitate drainage and to prevent the impoundment of water.

Excess material from slides, ditches and channels, slopes or drainage easements, and unsuitable material cut from below grade, which cannot be used to flatten fill slopes within the right-of-way or

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easements, shall be disposed of by the Contractor in accordance with Section 106.04 of the Specifications.

The construction or clean out of ditches or channels extending beyond the roadway right-of-way, the removal and disposal of slide material and the removal and disposal of unsuitable material required to be removed from below subgrade will be classified as extra excavation.

**IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Grading will be paid for at the contract lump sum price, which price shall be full compensation for mobilization when not specified as a separate bid item; for the cost of clearing and grubbing; for all regular excavation; for construction of embankments, grading of unpaved shoulders and ditches and channels; for allaying of dust when not specified as a separate bid item; for removal and disposal of excess or unsuitable material above grade; and for removal and disposal of existing minor structures and roadway surface materials.

When specified as a bid item, extra excavation will be measured in cubic yards in accordance with Section 109.01 and will be paid for at the contract unit price per cubic yard; which price shall be full compensation for performing the required excavation and disposing of material in accordance with Section 106.04 of the Specifications or as directed by the Engineer. When not specified as a contract bid item, extra excavation will be paid for at the unit price of \_\_\_\_\_ per cubic yard.

Items of work not specified herein will be measured and paid for in accordance with the applicable Sections of the Specifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Grading	Lump Sum
Extra Excavation	Cubic Yard

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**GUIDELINES - PROJECTS HAVING EARTHWORK (DO NOT USE NO PLAN AND MINIMUM PLAN CONCEPT PROVISION S303D). [USE BY THE NOVEMBER 2006 ADVERTISEMENT.] EXCEPTIONS: NONE.**

S303E3B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 303—EARTHWORK**

September 19, 2005

**SECTION 303—EARTHWORK** of the Specifications is amended as follows:

**Section 303.03-Erosion and Siltation Control** is replaced by the following:

Erosion and siltation shall be controlled through the use of the devices and methods specified herein or as is otherwise necessary. The Department reserves the right to require other temporary measures not specifically described herein to correct an erosion or siltation condition.

Erosion and siltation control devices and measures shall be maintained in a functional condition at all times. Temporary and permanent erosion and siltation control measures shall be inspected after each rainfall and at least daily during periods of prolonged rainfall. Deficiencies shall be immediately corrected. The Contractor shall make a daily review of the location of silt fences and filter barriers to ensure that they are properly located for effectiveness. Where deficiencies exist, corrections shall be made immediately as approved or directed by the Engineer.

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

Geotextile fabric that has decomposed or becomes ineffective and is still needed shall be replaced. In addition, temporary erosion and sediment control devices except brush silt barriers shall be removed within 30 days after final site stabilization or after the temporary devices are no longer needed as determined by the Engineer.

- (a) **Earth Berms and Slope Drains:** The top of earthwork shall be shaped to permit runoff of rainwater. Temporary earth berms shall be constructed and compacted along the top edges of embankments to intercept runoff water. Temporary slope drains shall be provided to intercept runoff and adequately secured to prevent movement. Slope drains may be flexible or rigid but shall be capable of being readily shortened or extended. A portable flume shall be provided at the entrance to temporary slope drains.
- (b) **Incremental Seeding:** Cut and fill slopes shall be shaped and topsoiled where specified. Seed and mulch shall be applied in accordance with the requirements of Section 603 as the work progresses in the following sequence:
  - 1. Slopes whose vertical height is 20 feet or greater shall be seeded in three equal increments of height. Slopes whose vertical height is more than 75 feet shall be seeded in 25-foot increments.

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

Seeding operations in all earth or land-disturbed areas where grading or grubbing operations have occurred shall be initiated within 48 hours after attaining the appropriate grading increment or upon suspension of grading operations for an anticipated duration of greater than 15 days or upon completion of grading operations for a specific area.

- (c) **Check Dams:** As an initial item of work, required check dams shall be constructed at 25-foot intervals, unless otherwise shown on the plans, below the outfall end of drainage structures.

Synthetic checkdams recorded in the Department's Approved Products List may be substituted for Standard EC-4, Rock Check Dams, Type II with the approval of the Engineer at no additional cost to the Department. Synthetic checkdams shall be installed in accordance with the manufacturer's recommendation.

- (d) **Baled Straw Silt Barriers:** Baled straw silt barriers may be substituted for temporary filter barriers with the approval of the Engineer in noncritical areas, such as pavement areas and rock locations where filter barriers cannot be installed in accordance with the plans and specifications, and locations where the Engineer determines that streams and water beds will not be affected.

(e) **Temporary Silt Fences, Geotextile Fabric Silt Barriers, and Filter Barriers:**

1. **Temporary silt fences:** Fences shall be erected at locations shown on the plans or determined by the Engineer. Geotextile fabric used for silt fences shall be provided and posts shall not be spaced more than 6 feet apart. Posts shall be uniformly installed with an inclination toward the potential silt load area of at least 2 but not more than 20 degrees. Attaching fabric to existing trees will not be permitted.

Fabric shall be firmly secured to the post or wire fence. The bottom of the fabric shall be entrenched in the ground in a minimum 6-inch by 6-inch trench. Temporary silt fence may also be entrenched using a slicing method with a minimum of 8 inches sliced into the ground. Fabric may be spliced only at support posts and with an overlap of at least 6 inches. The top shall be installed with a 1-inch tuck or reinforced top end section. The height of the finished fence shall be a nominal 29 inches.

2. **Geotextile fabric silt barriers:** Existing fences or brush barriers used along the downhill side of the toe of fills shall have geotextile fabric attached at specified locations as shown on the plans. The bottom of the fabric shall be entrenched in the ground in a minimum 6-inch by 6-inch trench and the top shall be installed with a 1-inch tuck or reinforced top end section. Temporary fabric silt barriers may also be entrenched using a slicing method with a minimum of 8 inches sliced into the ground.

Brush barriers shall be installed prior to any major earth-disturbing activity and trimmed sufficiently to prevent tearing or puncturing fabric. Fabric shall be fastened securely to the brush barrier or existing fence. A 6-inch overlap of fabric for vertical and horizontal splicing shall be maintained and tightly sealed.

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3. **Temporary filter barriers:** Barriers shall consist of geotextile fabric and shall be securely fastened to wood or metal supports that are spaced at not more than 3-foot intervals and driven at least 12 inches into the ground. At least three supports shall be used. The bottom of the fabric shall be entrenched in the existing ground in a minimum 4-inch by 4-inch trench.

Temporary filter barriers may also be entrenched using a slicing method with a minimum of 6 inches sliced into the ground. The top of the fabric shall be installed with a 1-inch tuck or reinforced top end section. The height of the finished temporary filter barrier shall be a nominal 15 inches.

Temporary filter barriers shall be installed at temporary locations where construction changes the earth contour and drainage runoff as directed or approved by the Engineer

After removal and disposal of the temporary silt fence, geotextile fabric silt barrier, and temporary filter barrier, the area shall be dressed and stabilized with a permanent vegetative cover or other approved permanent stabilization practice approved by the Engineer.

- (f) **Sediment Traps and Sediment Basins:** Sediment traps are required if stormwater runoff from less than three acres flows across a disturbed area of 10,000 square feet or more. Sediment basins are required if stormwater runoff from three or more acres flows across a disturbed area of 10,000 square feet or more. Once a sediment trap or basin is constructed the dam and all outfall areas shall be stabilized immediately.

**Section 303.04(h) Embankments** is amended to replace the twelfth paragraph with the following:

When geotextile for embankment stabilization is required it shall be placed as shown on the plans. Geotextile shall be spliced by sewing double stitched seams with stitching spaced 1/4 inch to 1/2 inch apart or as shown on the plans.

**Section 303.04(h) Embankments** is amended to replace the eighteenth paragraph with the following:

Field density determinations will be performed in accordance with AASHTO T191, modified to include material sizes used in the laboratory determination of density, with a portable nuclear field density testing device or by other approved methods. When a nuclear device is used, density determinations for embankment material will be related to the density of the same material tested in accordance with VTM 1 or VTM 12 and a control strip will not be required.

**Section 303.05(a) Finished grade of subgrade** is replaced with the following:

- (a) **Finished grade of subgrade** shall conform to the requirements of Section 305.03(c).

**Section 303.06(a)4. Minor Structure Excavation** is amended to replace the third paragraph with the following:

If embankment is placed prior to installation of a minor structure, excavation of the embankment area will not be measured for payment unless the Contract requires placement of the embankment prior to the installation of the minor structure.

**Section 303.06(e) - Erosion Control Items** is amended as follows:

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Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**Section 303.06(e)4.** is replaced by the following:

- 4. **Check dams** will be paid for at the contract unit price per each. This price shall include furnishing, excavating, constructing, maintaining, and removing check dams when no longer required.

Synthetic checkdams may be substituted for Type II Rock Checkdams (Standard EC-4) at no additional cost to the Department.

**Section 303.06(e)5. Temporary silt fences** is amended to replace the last sentence with the following:

This price shall include furnishing, installing, and maintaining the silt fence, including wire reinforcement and posts; removing and disposing of these materials and dressing and stabilizing the area.

**Section 303.06(e)6. Geotextile fabric** is amended to replace the last sentence with the following:

This price shall include the trimming the brush barrier; furnishing, installing, maintaining, removing the fabric and dressing and stabilizing the area.

**Section 303.06(e)7. Temporary filter barriers** is amended to replace the next to the last sentence with the following:

This price shall include furnishing, installing, and maintaining the filter barrier, including filter barrier material and posts; removing, disposing of these materials and dressing and stabilizing the area.

**Section 303.06(e)12. Sediment basins** is replaced with the following:

**Sediment traps and basins** will be measured in cubic yards of sediment basin excavation and will be paid for at the contract unit price per cubic yard. This price shall include excavation, maintenance, and backfill or removing to original ground when no longer needed.

**Section 303.06(e) Erosion Control Items** is amended to add the following:

- 16. **Dewatering basin** will be measured and paid for at the contract unit price per each. This price shall include furnishing, installing, maintaining, and when no longer required, removing the dewatering basin, backfill and site restoration.

**Section 303.06 Measurement and Payment** is amended to add the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Dewatering basin	Each

**Section 303.06 Measurement and Payment** is amended to delete the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Silt settlement basin	Each

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - PROJECTS HAVING BLOTTED SEAL COATS. INCLUDE SPECIAL PROVISION S314A ASPHALT SURFACE TREATMENT. EXCEPTIONS: NONE.**

S312A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**BLOTTED SEAL COATS**

August 1, 1991c  
Reissued July 9, 2002c

- I. DESCRIPTION** - This work shall consist of application of asphalt surface treatment in accordance with this provision and in reasonably close conformity with the line and grade shown on the plans, in the contract or designated by the Engineer.

Type B Blotted Seal is defined as two applications of liquid asphalt material, one application of cover aggregate and one application of blot fine aggregate.

Type C Blotted Seal is defined as three applications of asphalt material, two applications of cover aggregate and one application of blot fine aggregate.

Type D Blotted Seal is defined as four applications of asphalt material, three applications of cover aggregate and one application of blot fine aggregate.

- II. MATERIALS** - Liquid asphalt materials shall conform to Section 210 of the Specifications.

Cover aggregate shall conform to Section 203 of the Specifications.

Fine aggregate for blotting shall conform to Section 202 minimum Grading B of the Specifications except that material shall have no more than 5% passing the 200 sieve by washing.

- III. APPLICATION** - Application rates for asphalt and aggregate material shall be as shown on the plans. These rates of application are approximate only and such rates may be altered at the direction of the Engineer. During application, liquid asphalt material shall be maintained between 160 - 175°F. Cover material shall be applied to a reasonably complete coverage of only one aggregate depth over the treated surface.

- IV. CONSTRUCTION METHODS** shall be in accordance with the Asphalt Surface Treatment special provision and the following provisions:

Each coat of liquid asphalt material shall be applied to existing surface and immediately followed by an application of aggregate.

Aggregate shall be rolled one pass immediately with a self-propelled steel wheel roller. The roller weight shall be between 6 and 8 tons for tandem type and between 8 and 10 tons for the three wheel type.

Blot coat shall be applied with a self-propelled aggregate spreader of approved design and shall be rolled one pass immediately with a self-propelled roller.

- V. METHOD OF MEASUREMENT AND BASIS OF PAYMENT** - Blotted seal coat will be measured and paid for in square yards for type specified complete-in-place, which price shall be full compensation for furnishing and applying liquid asphalt material, cover material and blot fine aggregate, protection of treatment, rolling, brooming and for all labor, tools, equipment and incidentals necessary to complete the work.

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Payment will be made under:

**Pay Item**

**Pay Unit**

Blotted Seal Coat (Type)

Square Yard

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - WHEN REQUESTED BY THE DESIGNER. [INCLUDE SPECIAL PROVISION S200A FOR TECHNICIAN AND BATCHER CERTIFICATION.]  
EXCEPTIONS: NONE.**

S313A1B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 313—ASPHALT STABILIZED OPEN-GRADED MATERIAL**

July 11, 2005

**313—STABILIZED OPEN-GRADED MATERIAL** of the Specifications is retitled **SECTION 313—ASPHALT STABILIZED OPEN-GRADED MATERIAL** and completely replaced with the following:

**313.01—Description.**

This work shall consist of furnishing and placing a course of asphalt stabilized open-graded material on a prepared subbase or subgrade in accordance with the required tolerances within these specifications and in conformity with the lines and grades shown on the plans or established by the Engineer.

**313.02—Materials.**

Asphalt stabilized open-graded material shall conform to the requirements of Section 211 of the Specifications except as noted herein.

Coarse aggregate shall be Grade A crushed stone conforming to the requirements of Section 203 of the Specifications and shall conform to the soundness requirements of surface course stone.

Fine aggregate shall conform to the requirements of the Section 202 of the Specifications.

Asphalt cement shall be PG 70-22.

Reclaimed asphalt pavement shall not be used as component material.

**313.03—Proportioning.**

Stabilized open-graded material shall be designed to have an in-place coefficient of permeability of at least 1000 feet per day, when tested in accordance with VTM-84.

The following design range shall be used for asphalt stabilized open-graded material:

Sieve	% Passing	
	Min	Max
1"	100	100
3/4"	88	100
1/2"	70	90
#8	0	15
#200	0.5	4.5
A.C. Content 4.3 ± 0.3%		

Hydrated lime shall be used in all mixtures at the rate of at least 0.5 percent by weight of the total dry aggregates. Chemical additives may be used in addition to or in lieu of lime with approval of the Engineer. Such approval will be based on previous approvals of chemicals used with the same aggregates in asphalt concrete mixes of other types as detailed in Section 211 of the Specifications.

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Please use the pages with the revised dates listed in the PRINT PAGE KEY.



The mix temperature shall be between 250 degrees F and 280 degrees F.

Design test data will not be required.

Draindown testing shall be in accordance with VTM-100 Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures. Draindown shall not exceed 0.3 percent.

**313.04—Acceptance.**

Acceptance of aggregate coating in asphalt stabilized open-graded material shall be 100-percent surface coverage of the aggregate as verified by visual inspection by the Engineer.

**313.05—Placing limitations.**

Stabilized open-graded material shall not be placed when weather or surface conditions are such that the material cannot be properly handled, finished or compacted.

Asphalt stabilized open-graded material shall be placed only when the atmospheric temperature is above 40 degrees F, and the surface temperature upon which it is to be placed is no less than 35 degrees F.

The surface upon which mixtures are to be placed shall be free of standing water at the time such materials are placed.

Asphalt stabilized open-graded course shall not be cooled with water.

Vibratory rollers shall not be used on the asphalt stabilized open-graded course.

**313.06—Procedures.**

Stabilized open-graded material shall not be placed until the surface upon which it is to be placed has been approved by the Engineer. Preparation shall include provision for surface drainage away from the material to prevent contamination from surface water in the event of rainfall.

The Contractor shall prevent contamination of the stabilized open-graded material. Material that has been contaminated shall be removed and replaced promptly by the Contractor at no additional expense to the Department. Likely indications of contamination include but are not limited to the surface being clogged by dirt or other foreign material, or observable material damaged as in the cases of loss of material stability.

The finished surface of the stabilized open-graded material shall be uniform and shall not vary at any point more than 0.5 inch above or below the grade shown on the plans or established by the Engineer.

Stabilized open-graded material with a surface higher than 0.5 inch above the grade shown on the plans or established by the Engineer shall be removed and replaced with material within the proper tolerance. If permitted by the Engineer, the high spots may be removed to within specified tolerance by any method that does not produce contaminating fines or damage the base to remain in place, except that grinding will not be permitted.

Stabilized open-graded material with a surface lower than 0.5 inch below the grade shown on the plans or established by the Engineer shall be removed and replaced with stabilized open-graded material which complies with these specifications to the proper tolerance or, if permitted by the Engineer, low areas may be filled with the next pavement course in the same operation in which the pavement is placed at no additional expense to the Department.

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The Contractor shall not use the open-graded course as a haul road or storage area. Construction traffic will not be permitted on the open-graded course except for equipment required to place the next layer. Haul vehicles that are overweight or that have not had a legal load determination will not be permitted on the open-graded drainage course for any purpose.

Asphalt stabilized open-graded material shall be placed in one layer by approved equipment conforming to the requirements of Section 315.03 of the Specifications. Compaction shall begin when the internal mat temperature is approximately 150 degrees F to 200 degrees F. A static, steel, 2 wheel roller shall compact the material in 1 to 3 passes in an established pattern approved by the Engineer. An 8 to 10 ton roller is recommended for such use. The mat shall be compacted sufficiently to support the placement of the next layer but not to the point that it is not free draining or that the aggregate is crushed.

Placement of the next higher pavement layer shall be suspended if any visible damage occurs to the stabilized open-graded material. Construction of the next layer shall not proceed until directed by the Engineer.

**313.07—Measurement and Payment.**

**Asphalt stabilized open-graded material** will be measured in tons and paid for at the contract unit price per ton, complete-in-place. This price shall be full compensation for furnishing and placing asphalt material including aggregate, lime or other anti-stripping admixture.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Stabilized Open-Graded Material	Ton

\*These SPECIFICATIONS REVISIONS are subject to change on short notice. Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**GUIDELINES - PROJECTS HAVING ASPHALT SURFACE TREATMENT.**

**EXCEPTIONS:**

**— SCHEDULE WORK PROJECTS: NOT FOR ASPHALT SURFACE TREATMENT (CLASS "C" SCHEDULE).**

S314A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ASPHALT SURFACE TREATMENT**

May 6, 2002

**I. DESCRIPTION.**

This work shall consist of constructing a single or multiple course asphalt surface treatment in accordance with the requirements of these specifications and in reasonably close conformity with the lines shown on the plans or as established by the Engineer.

**II. MATERIALS.**

- (a) **Asphalt** may be changed one viscosity grade by the Engineer during construction at no change in the contract unit price. Asphalt shall conform to the applicable requirements of Section 210.
- (b) **Cover material** shall conform to the applicable requirements of Sections 202 and 203. Coarse aggregate shall be a minimum Grade B. Lightweight aggregate shall conform to the requirements of Section 206. Cover material shall not be hauled directly from a washing plant for immediate use in the work.

**III. PROCEDURES.**

Asphalt surface treatment may consist of applying one or more seal coats or a prime coat followed by one or more seal coats as specified. The weather limitations of Section 314.03 shall apply to asphalt surface treatment work. The Contractor shall have a certified Asphalt Paving Technician present during the paving operation.

- (a) **Prime Coat:** When specified, a prime coat shall be applied in accordance with the requirements of Section 311. When cover material is specified, rolling shall be performed in accordance with the requirements of Section 312.

The prime coat shall be permitted to cure prior to the next application of asphalt.

During the period between application of the prime coat and the seal coat, the primed surface shall be kept in repair. Holes, ravels, and areas deficient in primer shall be patched and repaired with asphalt-treated materials by penetration methods or other approved procedures.

- (b) **Seal Coat:** Each seal coat shall be applied in accordance with the requirements of Section 312. Successive applications of asphalt using emulsion or asphalt cements may be applied without any delay for curing. When cutback asphalt is used, the first seal coat shall be maintained and permitted to cure for at least 48 hours.
- (c) **Opening to Traffic:** The roadway shall be kept open to traffic at all times. As soon as the final layer is placed, controlled traffic may be permitted thereon.
- (d) **Rates of Application:** The application rates of asphalt surface treatment materials will be furnished to the Contractor by the Department.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**IV. MEASUREMENT AND PAYMENT.**

Liquid asphalt will be measured in gallons and cover material will be measured in tons, complete-in-place, in accordance with the requirements of Section 109.01. Asphalt surface treatment will be paid for at the contract unit price per gallon for liquid asphalt and per ton for cover material. These prices shall include furnishing and applying materials and maintaining the treatment.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Liquid asphalt	Gallon
Cover material (Type)	Ton

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-----The Guidelines below are not to appear in the final Proposal/Contract-----

**GUIDELINES - PROJECTS REQUIRING SUPERPAVE ASPHALT CONCRETE PAVEMENT. USE WITH SPECIAL PROVISION S211A. [INCLUDE SPECIAL PROVISION S200A FOR TECHNICIAN AND BATCHER CERTIFICATION.] [USE BY THE DECEMBER 2007 ADVERTISEMENT.]**

**Pay Item Codes:**

10400	LIQUID ASPHALT CEMENT	TON
10500	ASPHALT CONCRETE TY. SM-2D	TON
10502	ASPHALT CONCRETE TY. SM-2E	TON
10514	ASPHALT CONCRETE TY. SM-3D	TON
10516	ASPHALT CONCRETE TY. SM-3E	TON
10520	ASPHALT CONCRETE TY. IM-1D	TON
10582	ASPHALT CONCRETE TY. SM-1	TON
10583	ASPHALT CONCRETE TY. SM-2A	TON
10584	ASPHALT CONCRETE TY. SM-2B	TON
10585	ASPHALT CONCRETE TY. SM-2C	TON
10586	ASPHALT CONCRETE TY. SM-3A	TON
10587	ASPHALT CONCRETE TY. SM-3B	TON
10588	ASPHALT CONCRETE TY. SM-3C	TON
10589	ASPHALT CONCRETE TY. IM-1A	TON
10590	ASPHALT CONCRETE TY. IM-1B	TON
10591	ASPH. CONC. BASE COURSE BM-1	TON
10592	ASPH. CONC. BASE COURSE BM-2	TON
10593	ASPH. CONC. BASE COURSE BM-3	TON
10595	ASPH.CONC.ENTR.PAVE. TY. SM-2A	TON
10596	ASPH.CONC.ENTR.PAVE. TY. SM-2B	TON
10606	ASPHALT CONCRETE TY. SM-9.5	TON
10607	ASPHALT CONCRETE TY. SM-12.5A	TON
10608	ASPHALT CONCRETE TY. SM-12.5D	TON
10609	ASPHALT CONCRETE TY. SM-12.5E	TON
10610	ASPHALT CONCRETE TY. IM-19.0A	TON
10611	ASPHALT CONCRETE TY. IM-19.0D	TON
10612	ASPH.CONC.BASE CR. TY. BM-25.0	TON
10613	ASPHALT CONCRETE TY. BM-37.5	TON
10635	ASPHALT CONCRETE TY. SM-9.5A	TON
10636	ASPHALT CONCRETE TY. SM-9.5D	TON
10637	ASPHALT CONCRETE TY. SM-9.5E	TON
10639	ASPHALT CONCRETE TY. SM-19.0	TON
10642	ASPHALT CONCRETE TY. BM-25.0A	TON
10643	ASPHALT CONCRETE TY. BM-25.0D	TON
12505	ASPH.CONC.CURB BACKUP MATERIAL	TON

**EXCEPTIONS: NONE.**

-----The Guidelines above are not to appear in the final Proposal/Contract-----

**S315A8B-1007**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 315—ASPHALT CONCRETE PAVEMENT**  
**(SUPERPAVE)**

October 3, 2007

**SECTION 315—ASPHALT CONCRETE PAVEMENT** of the Specifications is amended as follows:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
Please use the pages with the revised dates listed in the PRINT PAGE KEY.



**Section 315.01—Description** is replaced with the following:

This work shall consist of constructing one or more courses of asphalt concrete on a prepared foundation in accordance with the requirements of these specifications and within the specified tolerances for the lines, grades, thicknesses, and cross sections shown on the plans or as established by the Engineer.

**Section 315.02(c)** is replaced with the following:

**Curb backup material** shall be asphalt concrete conforming to any surface or intermediate mixture listed in Table II-13 and II-14.

**Section 315.03(b) Asphalt Pavers** is amended by replacing the first sentence of the first paragraph with the following:

**Asphalt Pavers:** The asphalt paver shall be designed and recommended by the manufacturer for the type of asphalt to be placed and shall be operated in accordance with the manufacturer's recommendations.

**Section 315.04** is amended by replacing the first paragraph including subparagraphs (a),(b), and (c) with the following:

Asphalt concrete mixtures shall not be placed when weather or surface conditions are such that the material cannot be properly handled, finished or compacted. The surface upon which asphalt mixtures are to be placed shall be free of standing water and the base temperature shall conform to the following:

- (a) When the base temperature is above 80 degrees F, mixture laydown will be permitted at any temperature conforming to the limits of Section 211 of the Specifications.
- (b) When the base temperature is between 40 degrees F and 80 degrees F, the Nomograph, Table III-2, shall be used to determine the minimum laydown temperature of the asphalt concrete mixes. At no time should the minimum base and laydown temperatures be less than the following:

Mix Designation	Minimum Base Temperature	Minimum Laydown Temperature
A	40°F	250°F
D	50°F	270°F
E	50°F	290°F
M	50°F	290°F
S	50°F	290°F

The maximum temperature of the mixture shall conform to Section 211.08 of the Specifications.

- (c) When the laydown temperature is between 301 degrees F and 325 degrees F, the number of compaction rollers will be the same number as required for 300 degrees F.

**Section 315.05(a) - Base Course** is replaced with the following:

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The subgrade or subbase shall be prepared as specified in Section 305 of the Specifications. The course upon which the pavement is to be placed, including the area that will support the paving equipment, shall be graded and compacted to the required profile.

**Section 315.05(b) Conditioning Existing Surface** is amended to replace the first paragraph with the following:

- (b) **Conditioning Existing Surface:** When the surface of the existing pavement or base is irregular, it shall be brought to a uniform grade and cross section as directed by the Engineer. The surface on which the asphalt concrete is to be applied shall be prepared in accordance with the requirements of the applicable specifications and shall be graded and compacted to the required profile and cross section.

**Section 315.05(c)** is amended to replace the second paragraph with the following:

On new construction projects, the edge of the pavement shall be marked by means of a continuous line placed and maintained at a sufficient distance ahead of the paving operation to provide proper control of the pavement width and horizontal alignment unless otherwise directed by the Engineer. On maintenance schedule projects, a continuous line shall be not required.

And to replace the fifth paragraph with the following:

The Contractor shall have a certified Asphalt Field Technician present during paving operations where more than 100 tons of material is placed in a single location. Immediately after placement and screeding, the surface and edges of each layer shall be inspected and straightedged by the technician and necessary corrections performed prior to compaction. The finished pavement shall be uniform and smooth.

And to add the following paragraph:

Prior to application of tack coat and commencement of paving operations the Contractor shall clean the existing pavement surface of all accumulated dust, mud, or other debris that may affect the bond of the new overlay, as determined by the Engineer. The Contractor shall ensure the surface remains clean until commencement of paving operations. The cost for cleaning and surface preparation shall be included in the bid price for hot mix asphalt concrete.

**Section 315.05(e)1.** is amended to replace the first, second, third, fourth and fifth paragraphs with the following:

1. The Contractor shall perform roller pattern and control strip density testing on surface, intermediate, and base courses in accordance with the requirements of VTM-76. The contractor shall have a certified Asphalt Field Technician perform all density testing.

Density shall be determined by the backscatter method of testing using a thin-lift nuclear gage with printer, conforming to the requirements of VTM-81. All density test locations for the control strip and test sections shall be marked and labeled in accordance with the requirements of VTM-76. The Contractor shall furnish and operate the nuclear gage, which shall have been calibrated within the previous 12 months by an approved calibration service. In addition, the Contractor shall maintain documentation of such calibration service for a 12-month period. The required density of the compacted course shall be not less than 98.0 percent and not more than 102.0 percent of the Target Control Strip Density.

Nuclear density roller pattern and control strip density testing shall be performed on asphalt concrete overlays placed directly on surface treatment roadways and when overlays are

placed at an application rate less than 125 pounds per square yard (based on 110 pounds per square yard per inch) on any surface. In these situations, sawed plugs or core samples will not be required and the minimum control strip densities as shown in Table III-3 will be waived. The required density of the compacted course shall be not less than 98.0 percent and not more than 102.0 percent of the target control strip.

The project will be divided into "control strips" and "test sections" by the Engineer for the purpose of defining areas represented by each series of tests.

**Section 315.05(e)1.a.** is replaced with the following:

**Control Strip:** Construction of control strips shall be accomplished in accordance with the requirements of these specifications and VTM-76.

The term *control strip density* is defined as the average of 10 nuclear determinations selected at stratified random locations within the control strip.

One control strip shall be constructed at the beginning of work on each roadway and shoulder course and on each lift of each course. An additional control strip shall be constructed when a change is made in the type or source of materials, or whenever a significant change occurs in the composition of the material being placed from the same source, or when there is a failing control strip. During the evaluation of the initial control strip, paving operations may continue. However, paving and production shall be discontinued during construction and evaluation of additional control strips. In the event that two consecutive control strips fail, subsequent paving operations shall cease until corrective action(s) has been made with the approval of the Engineer. If it is determined with the Engineer's approval that the density cannot be obtained because of the condition of the existing pavement structure, the target control strip density shall be determined from the roller pattern that achieves the optimum density and shall be used on the remainder of the roadway that exhibits similar pavement conditions.

Either the Department or Contractor may initiate an additional control strip at any time.

The length of the control strip shall be approximately 300 feet, regardless of the width of the course being placed. On the first day of construction or beginning of a new course, the control strip shall be started between 500 and 1000 feet from the beginning of the paving operation. The control strip shall be constructed using the same paving, rolling equipment, procedures, and thickness as shall be used on the remainder of the course being placed.

One nuclear reading shall be taken at each of 10 stratified random locations. No determination shall be made within 12 inches of the edge of any application width for surface and intermediate mixes, nor within 18 inches of the edge of any application width for base mixes. The average of these 10 determinations shall be the Control Strip Density recorded to the nearest 0.1 pound per cubic foot. The minimum Control Strip Density shall be determined in accordance with the requirements of VTM-76.

The control strip shall be considered a lot. If the control strip density conforms to the requirements of Table III-3, the control strip will be acceptable and the control strip density shall become the target control strip density. If the density does not conform to the requirements of Table III-3, the tonnage placed in the control strip and any subsequent paving prior to construction of another control strip will be paid for in accordance with Table III-4 on the basis of the percentage of the Table III-3 value achieved. The Contractor shall take corrective action(s) to meet the density requirement specified in Table III-3.

**Table III-3 Density Requirements and its footnote** are replaced with the following:

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**TABLE III-3  
Density Requirements**

<b>Mixture Type</b>	<b>Min. Control Strip Density (%)</b>
SM-9.5A, 12.5A	92.5
SM-9.5D, 12.5D	92.2
SM-9.5E, 12.5E	92.2
IM-19.0A	92.2
IM-19.0D	92.0
BM-25.0A, BM-25.0D	91.5

Note: The control strip density requirement is the percentage of theoretical maximum density of the job-mix formula by Superpave Mix Design or as established by the Engineer based on two or more production maximum theoretical density tests.

**Section 315.05(e)1.b.** is amended to replace the first paragraph with the following:

**Test section (lot):** For the purposes of acceptance, each day's production shall be divided into lots (test section). The standard size of a lot shall consist of 5,000 linear feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two passes. Each lot shall be divided into five sublots of equal length. When a partial lot occurs at the end of a day's production or upon completion of the project, the lot size shall be redefined as follows: If the partial lot contains one or two sublots, the sublots will be added to the previous lot. If the partial lot contains three or four sublots, the partial lot will be redefined to be an entire lot. Each lot shall be tested for density by taking a nuclear density reading from two random locations selected by the Engineer within each subplot. Readings shall not be taken within 12 inches of the edge of any application width for surface and intermediate mixes, nor within 18 inches of the edge of any application width for base mixes. The average of the subplot nuclear density readings will be compared to the target nuclear control strip density to determine the acceptability of the lot. Once the average nuclear density of the lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the average. If two consecutive sublots produce nuclear density results less than 98 or greater than 102 percent of the target nuclear control strip density, the Contractor shall immediately notify the Engineer and institute corrective action. By the end of the day's operations, the Contractor shall furnish the test data developed during the day's paving to the Engineer.

**Section 315.05(e)1.b.** is amended to add the following:

The Department at any time on any project may perform Lot Density Verification testing. Lot Density Verification can be performed by either using a nuclear gage or plugs. The Contractor shall be responsible for taking all plugs for testing. Testing of the plugs will be done by or in the presence of the Department.

**Surface, Intermediate, and Base mixes:**

When a nuclear gage is used, the Department will take 10 stratified random readings per lot. If, based on the average of the 10 readings, the density does not meet the requirement for 100 percent pay or the same pay percentage determined by the Contractor's testing for that lot, the Department will read the 10 Contractor sites then average all 20 sites together. If the density still does not conform to the requirements for 100 percent pay, payment for that lot will be in

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accordance with Table III-4 on the basis of the Department's average of the 20 test results. If the Contractor questions the payment for the lot, the Contractor can request the referee procedure.

The referee procedure shall consist of the Department taking 5 plugs from the 5 sites closest to the average of the Department readings of the Contractor and Department sites. The density of the plugs will be determined. If the average density of the plugs does not conform to the requirements for 100 percent pay for the lot in question, payment for that lot will be in accordance with Table III-4 on the basis of the percentage of the Table III-3 value achieved.

When plugs are used for Lot Density Verification, 5 plugs shall be taken per lot. If the density of the plugs does not conform to the requirements for the lot in question, payment for that lot will be in accordance with Table III-4 on the basis of the percentage of the Table III-3 value achieved.

**Table III-4 Payment Schedule for Lot Densities** is amended to remove the word "Nuclear" from the heading of the left column of the table.

**Section 315.05(e)2.** is deleted.

**Section 315.05(e)3.** is amended to replace the first sentence of the first paragraph with the following:

**Surface, Intermediate and Base Courses** not having sufficient quantity of material to run a nuclear density roller pattern and control strip shall be compacted to a minimum density of 91.5 percent of the theoretical maximum density as determined by VTM-22.

If the density is less than 91.5 percent, payment will be made in accordance with the requirements of Table III-5.

<b>TABLE III-5</b>	
<b>Payment Schedule for Surface, Intermediate and Base Courses (Not sufficient quantity to perform nuclear density roller pattern and control )</b>	
<b>% TMD</b>	<b>% of Payment</b>
<b>Greater than 91.5</b>	<b>100</b>
<b>90.2-91.4</b>	<b>95</b>
<b>88.3-90.1</b>	<b>90</b>
<b>Less than 88.2</b>	<b>75</b>

**Section 315.05(e)3.** is amended to replace the first sentence of the second paragraph with the following:

Any section having mixture (i.e. SM-9.0) being placed at an application rate less than 125 pounds per square yard (based on 110 pounds per square yard per inch) and not having sufficient quantity to run a nuclear density roller pattern and control strip shall be compacted by rolling a minimum of 3 passes with a minimum 8-ton roller.

**Section 315.07(b) Thickness Tolerance** is replaced with the following:

(b) **Finished Grade Tolerance:** After placement of the final pavement layer, finished grade elevations shall be within +/- 0.04 foot of the elevations indicated in the plans, unless otherwise specified, provided that the actual cross slope does not vary more than 0.20 percent from the design cross slope indicated in the plans and the pavement thickness conforms to the thickness tolerances specified herein.

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If determined by the Engineer that either the finished grade elevations or cross slope exceed the tolerances specified, the Contractor shall submit to the Engineer for approval a plan of corrective action.

**Section 315.07** is amended by adding the following:

- (c) **Thickness Tolerance:** The thickness of the base course will be determined by the measurement of cores as described in VTM 32B.

Acceptance of asphalt concrete base course for depth will be based on the mean result of measurements of samples taken from each lot of material placed. A *lot* of material is defined as the quantity being tested for acceptance except that the maximum lot size will be 1 mile of 24-foot-width base course.

A lot will be considered acceptable for depth if the mean result of the tests is within the following tolerance of the plan depth for the number of tests taken except that each individual test shall be within  $\pm 0.60$  inch of the plan depth: mean of two tests,  $\pm 0.45$  inch; mean of three tests,  $\pm 0.35$  inch; mean of four tests,  $\pm 0.30$  inch.

If an individual depth test exceeds the  $\pm 0.60$  inch tolerance, that portion of the lot represented by the test will be excluded from the lot. If an individual test result indicates that the depth of material represented by the test is more than 0.60 inch, the Contractor will not be paid for that material in excess of the tolerance throughout the length and width represented by the test. If an individual test result indicates that the depth of the material represented by the test is deficient by more than 0.60 inch, correction of the base course represented by the test shall be made as specified hereinafter.

If the mean depth of a lot of material is excessive, the Contractor will not be paid for that material in excess of the tolerance throughout the length and width represented by the tests.

If the mean depth of a lot of material is deficient by more than the allowable tolerance, correction will not normally be required and the Contractor will be paid for the quantity of material that has been placed in the lot.

For excessive depth base courses, the rate of deduction from the tonnage allowed for payment as base course will be calculated at a weight of 115 pounds per square yard per inch of depth in excess of the tolerance. For sections of base course that are deficient in depth by more than 0.60 inch and less than 1.50 inch, the Contractor shall furnish and place material specified for the subsequent course to bring the base course depth within the tolerance. This material will be measured on the basis of tonnage actually placed, determined from weigh tickets, and paid for at the contract unit price for the base course material. Such material shall be placed in a separate course. If the deficiency is more than 1.50 inches, the Contractor shall furnish and place base course material to bring the base course thickness within the tolerance. Corrections for deficient base course depth shall be made in a manner to provide a finished pavement that is smooth and uniform.

When the Contract provides for the construction or reconstruction of the entire pavement structure, the surface and intermediate courses shall be placed at the rate of application shown on the plans within an allowable tolerance of  $\pm 5$  percent of the specified application rate for application rates of 100 pounds per square yard or greater and within 5 pounds per square yard for application rates of less than 100 pounds per square yard. The amount of material exceeding the allowable tolerance will be deducted from the pay quantities.

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When the Contract provides for the placement of surface or intermediate courses over existing pavement, pavements constructed between combination curb and gutter, or in the construction or reconstruction of shoulders, such courses shall be placed at the approximate rate of application shown on the plans. However, the specified rate of application shall be altered where necessary to produce the required riding quality.

**GUIDELINES - WHEN REQUESTED BY THE DESIGNER:**  
**EXCEPTIONS: NONE.**

S315B0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**RUMBLE STRIP (ASPHALT)**

July 19, 1999  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of constructing rumble strips on mainline shoulders of highways by cutting 1/2 inch deep concave depressions into existing asphalt concrete surfaces as shown on the detail drawings and as directed by the Engineer.

**II. MATERIALS**

**Liquid Asphalt Coating (emulsion)** shall conform to the requirements of Section 210 of the Specifications.

**III. CONSTRUCTION METHODS**

Rumble Strips shall be installed in accordance with detail drawings for Rumble Strips (Asphalt Shoulder). The depressions shall have a concave circular shape with a minimum 1/2 inch depth at center and maximum 5/8 inch allowable depth at center. Depressions shall have a smooth finish with a maximum 1/16 inch variance between peaks and valleys of the depression.

Prior to beginning production work on mainline shoulders, the Contractor shall demonstrate to the Engineer the ability to achieve the desired surface regarding alignment, consistency, and conformity with these specifications and the plans. Test site shall be approximately 25 feet longitudinally at a mutually agreed to site between the Contractor and the Engineer.

Following cutting and cleaning depressions of waste material, the entire Rumble Strip area shall be coated with liquid asphalt coating (emulsion) using a pressure distributor at an approximate rate of 0.1 gallon per square yard. Overspray shall not extend more than 2 inches beyond the width of cut and/or shall not come in contact with pavement markings.

Rumble strips shall not be installed on shoulders of bridge decks, acceleration/deceleration lanes, surface drainage structures, or in other areas identified by the Engineer.

Waste material resulting from the operation shall be removed from the paved surface and shall not be disposed of where risk of contamination of waterways may occur.

**IV. MEASUREMENT AND PAYMENT**

Rumble Strips will be measured and paid for in linear feet of shoulder where the rumble strips are actually placed and accepted (excluding test site). This distance will be measured longitudinally along the edge of pavement with deductions for bridge decks, acceleration/deceleration lanes, surface drainage structures and other sections where the rumble strips are not installed. This price shall be full compensation for application, disposal of waste material, and all labor, tools, equipment and incidentals necessary to complete the work. Test site will not be measured for payment but shall be included in the unit price for Rumble Strip.

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Liquid Asphalt Coating (emulsion) will be measured and paid for in square yards as described herein. This price shall be full compensation for cleaning rumble strips prior to application of the coating, furnishing and applying coating as specified herein, and all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Rumble Strip (Asphalt)	Linear foot
Liquid Asphalt Coating	Square yard



**GUIDELINES — PROJECTS REQUIRING STONE MATRIX ASPHALT (SMA) [INCLUDE SPECIAL PROVISIONS S211A & S315A (SUPERPAVE)] [INCLUDE SPECIAL PROVISION S200A FOR TECHNICIAN AND BATCHER CERTIFICATION.]**

16400	STONE MATRIX ASPHALT, SMA-9.5 (70-22)	TON
16401	STONE MATRIX ASPHALT, SMA-9.5 (76-22)	TON
16402	STONE MATRIX ASPHALT, SMA-12.5 (70-22)	TON
16403	STONE MATRIX ASPHALT, SMA-12.5 (76-22)	TON
16404	STONE MATRIX ASPHALT, SMA-19.0 (70-22)	TON
16405	STONE MATRIX ASPHALT, SMA-19.0 (76-22)	TON

**EXCEPTIONS: NONE.**

S315C7B-1007

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**STONE MATRIX ASPHALT (SMA)**

June 15, 2007

**I. DESCRIPTION**

This work shall cover the furnishing, installation, acceptance criteria and materials used to provide Stone Matrix Asphalt (SMA) concrete pavement in accordance with the requirements of Section 211 and 315 of the Specifications and as specified herein. SMA consists of a combination of coarse aggregate, fine aggregate, mineral filler, fiber additives, and liquid asphalt binder mechanically mixed in a plant to produce a stable gap-graded asphalt concrete paving mixture.

**II. MATERIALS**

(a) **Coarse Aggregate:** Coarse aggregate shall conform to the following requirements when tested in accordance with the specified tests:

1. Los Angeles Abrasion	AASHTO T96	40% max.
2. Flat and Elongated Particles: Measured on No. 4 VTM-121 retained, 3 to 1		20% max.
5 to 1		5% max.
3. Magnesium Sulfate Soundness Loss, 5 cycles	AASHTO T104	15% max.
4. Particles retained on No. 4 sieve shall have at least	ASTM D5821	
1 fractured face		100% min.
2 fractured faces		90% min.
5. Absorption	AASHTO T 85	2% max.

Except for the determination of flat and elongated particles (2. herein), the aggregate properties specified are for each stockpile of coarse aggregate material designated on the job mix form (Form No. TL-127). The material contained in each stockpile shall meet the minimum or maximum criteria specified.

For flat and elongated particles, these values are based on the mathematical blend of the coarse aggregate material designated on the job mix form (TL-127). During production, these values are based on the SMA material sampled during the acceptance process (QC testing).

The use of slag shall not be permitted.

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- (b) **Fine Aggregate:** Fine aggregate shall consist of a blend of 100 percent crushed aggregate. The magnesium sulfate soundness loss in 5 cycles shall not exceed 20 percent. In addition, the liquid limit shall not exceed 25 as determined in accordance with AASHTO T89.
- (c) **Asphalt Binder:** Asphalt binders shall be performance-graded binder PG 70-22 or polymer-modified binder PG 76-22 conforming to the requirements of the mix designation (M) as designated by the Department. The supplier shall certify to the Department that the binder complies with the requirements for all properties of that grade as specified in AASHTO M320 (Provisional Specification MP-1) for performance-graded asphalt binder. This certification shall be based on testing performed on samples of binder provided to the Contractor for incorporation into the mixture. Certification based on testing performed on laboratory-produced binders will not be acceptable.

The Contractor shall submit to the Engineer for Department review the source, formulation, and PG grading of the binder at least 15 days prior to the production of the SMA mixture.

During mixture production, testing to determine the binder PG grade will be performed by the Department on samples taken from storage at the hot-mix asphalt plant as directed by the Engineer. The Contractor shall be responsible for obtaining the sample of binder when requested. In the event it is determined that the binder does not comply with the requirements of the specified PG grade, production shall be stopped until further testing indicates that the problem has been corrected.

- (d) **Mineral Filler:** Mineral filler shall consist of finely divided mineral matter such as rock or limestone dust or other suitable material. Hydrated lime and fly ash will not be allowed. Up to two mineral fillers may be blended to comply with the mineral filler requirements. Mineral filler shall conform to the requirements of Section 201 of the Specifications with the following modifications. The mineral filler or mineral filler blend used in surface and intermediate SMA shall have a minimum of 55 percent passing the No. 200 sieve. At the time of use, it shall be sufficiently dry to flow freely and be essentially free from agglomerations.
- (e) **Fiber Additive:** Cellulose fiber in either loose or pelletized form shall be used. The minimum dosage rate for cellulose is 0.3 percent by weight of the total mixture. During production, the Department may require the percentage of fiber additive to be increased if visual inspection or draindown testing on plant-produced material indicates that draindown in excess of 0.3 percent by weight of the mixture is occurring as determined in accordance with VTM-100. Allowable tolerances of fiber dosage shall be ±10 percent of the required fiber weight.

**NOTE:** When using pelletized fiber, the dosage rate shall be adjusted to comply with the specified minimum dosage rates for cellulose fiber. Pelletized fiber consists of cellulose fiber and a binder. The specified minimum dosage rates are based on fiber content only. Therefore, the amount of pelletized fiber added shall typically be higher than for loose fiber.

Fibers will be accepted based on the manufacturer's certification.

**Cellulose Fiber Properties**

**Sieve Analysis**

**Method A: Alpine Sieve<sup>1</sup> Analysis**

Fiber Length:		0.25 inch max.
Passing	No. 100 Sieve	70% (±10%)

**Method B: Mesh Screen<sup>2</sup> Analysis**

Fiber Length:		0.25 inch max.
Passing	No. 20 Sieve	85% (±10%)

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	No. 40 Sieve	65% (±10%)
	No. 140 Sieve	30% (±10%)
<b>Ash Content<sup>3</sup></b>		18% (±5%) non-volatile
<b>pH<sup>4</sup></b>		7.5 (±1.0)
<b>Oil Absorption<sup>5</sup></b>		5.0 (±1.0) (times fiber weight)
<b>Moisture Content<sup>6</sup></b>		<5%

<sup>1</sup>*Method A: Alpine Sieve Analysis.* Performed using an Alpine Air Jet Sieve (Type 200 LS). A representative 5-gram sample of fiber is sieved for 14 minutes at a controlled vacuum of 22 inches (±3 inches) of water. The portion remaining on the screen is weighed.

<sup>2</sup>*Method B: Mesh Screen Analysis.* This test is performed using standard Nos. 20, 40, 60, 80, 100, and 140 sieves, nylon brushes, and a shaker. A representative 10-gram sample of fiber is sieved, using a shaker and two nylon brushes on each screen. The amount retained on each sieve is weighed and the percentage passing calculated.

<sup>3</sup>*Ash Content:* A representative 2- to 3-gram sample of fiber is placed in a tared crucible and heated between 1100 and 1200 degrees F for not less than 2 hours. The crucible and ash are cooled in a desiccator and reweighed.

<sup>4</sup>*pH Test:* Five grams of fiber is added to 3.5 ounces of distilled water, stirred, and allowed to set for 30 minutes. The pH is determined with a probe calibrated with a pH 7.0 buffer.

<sup>5</sup>*Oil Absorption Test:* Five grams of fiber is accurately weighed and suspended in an excess of mineral spirits for not less than 5 minutes to ensure total saturation. It is then placed in a screen mesh strainer (with a hole size of approximately 0.5 square millimeter), and shaken on a wrist action shaker for 10 minutes (approximately 1¼-inch motion at 20 shakes/minute). The shaken mass is then transferred without touching to a tared container and weighed. Results are reported as the amount (number or times its own weight) the fibers are able to absorb.

<sup>6</sup>*Moisture Content:* Ten grams of fiber is weighed and placed in a 250 degree F forced air oven for 2 hours. The sample is then reweighed immediately upon removal from the oven.

(f) **RAP:** Reclaimed Asphalt Pavement (RAP) material may be used as a component material of SMA mixtures in conformance with the following:

1. SMA surface and intermediate mixtures containing RAP shall use the PG grade of asphalt cement designated by the mix specified on the plans or proposal e.g. an SMA-12.5 (76-22).
2. The final asphalt mixture shall conform to the requirements for the type specified.
3. During the production process, RAP material shall not be allowed to contact open flame.
4. RAP material shall be handled, hauled and stored in a manner that will minimize contamination. Further, the material shall be stockpiled and used in such manner that variable asphalt contents and asphalt penetration values will not adversely affect the consistency of the mixture.

**III. COMPOSITION OF SMA MIXTURE**

The SMA mixture shall be designed and tested using a gyratory compactor and shall conform to the requirements listed in Table I-A, Table I-B and Table I-C. One percent hydrated lime will be required as an anti-stripping additive. An alternative anti-stripping additive can be used only if permitted by the Engineer.

**TABLE I-A  
SMA Design Range**

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Percentage by Weight Passing Square Mesh Sieves (in)								
Type No. (See Note)	1	3/4	1/2	3/8	No. 4	No. 8	No. 30	No. 200
<i>Surface Mixes</i>								
SMA 12.5	-	100	85-95	80 max.	22-30	16-24	15-20	10-12
SMA 9.5	----	100	90-100	70-85	25-40	15-25	-	10-12
<i>Intermediate Mixes</i>								
SMA 19.0	100	85-95	50-60	30-45	----	16-24	12-16	8-10

Note: The required PG binder will be shown in parentheses as part of the mix type on the plans or proposal, e.g., SMA 12.5 (76-22).

**TABLE I-B  
SMA Mixture Requirements**

Mix Type	VTM <sup>1</sup> (%)	VMA Design (Min. %)	VMA Production (Min. %)	VCA Design and Production <sup>2</sup> (%)	AC (Min. %)	Draindown (%)	Design Gyration	Specimen Height <sup>3</sup>
SMA 9.5	2.0-4.0	18.0	17.0	<VCA <sub>DRC</sub>	6.3	0.3 max	75	115
SMA 12.5	2.0-4.0	18.0	17.0	<VCA <sub>DRC</sub>	6.3	0.3 max	75	115
SMA19.0	2.0-4.0	17.0	16.0	<VCA <sub>DRC</sub>	5.5	0.3 max	75	115

1 Asphalt content shall be selected at the midpoint of the VTM range but shall not be less than the minimum specified.

2 The voids in coarse aggregates (VCA) of the dry rodded condition (DRC) and mix shall be determined in accordance with VTM-99.

3 Specimen height after compaction shall be between 4.25 and 4.75 inches. The fines-effective asphalt ratio shall be 1.2-2.0

NOTE: The SUPERPAVE gyratory compactor (SGC) shall be from the approved list maintained by the Department's Materials Division. Gyratory procedures shall be performed in accordance with VTM-99. Calculations for volumetrics shall be performed in accordance with VTM-57 and VTM-58, 6-inch specimens.

Draindown testing shall be conducted in accordance with VTM-100.

Allowable RAP Percentages:

TABLE I-C Specified Performance Grade of Asphalt and Use of RAP	
Mix Type & PG	Allowable RAP Percentage in Mix
SMA-9.5 (70-22), SMA-12.5 (70-22) & SMA-19.0(70-22)	0.0 to 20.0
SMA-9.5 (76-22), SMA-12.5 (76-22) & SMA-19.0 (76-22)	0.0 to 15.0

**IV. ACCEPTANCE**

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A lot will be considered acceptable for gradation and asphalt content if the mean of the test results obtained is within the tolerance allowed from the job-mix formula. The production tolerances for the control sieves and asphalt content shall be as follows:

**PROCESS TOLERANCE**

Tolerance on Each Laboratory Sieve (in) and Asphalt Content (+/-%)									
No. Tests	Top Size	3/4	1/2	3/8	No. 4	No. 8	No. 30	No. 200	AC
1	0.0	8.0	8.0	8.0	6.0	6.0	6.0	4.0	0.60
2	0.0	5.7	5.7	5.7	4.3	4.3	4.3	2.8	0.43
3	0.0	4.4	4.4	4.4	3.3	3.3	3.3	2.2	0.33
4	0.0	4.0	4.0	4.0	3.0	3.0	3.0	2.0	0.30
8	0.0	2.8	2.8	2.8	2.1	2.1	2.1	1.4	0.21

The production tolerance for the specimen height after compaction is 4.25 to 4.75 inches.

The Contractor shall check and report the VCA of the mix during production for each gyratory sample. If the VCA of the mix exceeds the VCA of the DRC, the Contractor shall stop production and notify the Engineer. Production shall not resume until the Contractor has taken corrective action.

The Contractor shall check and report the percentage of Flat and Elongated Particles (F&E) in the Coarse Aggregates of the mix during production. When the SMA material is sampled for acceptance (gradation and AC content); one of the four sub-lots must be selected for F&E verification. The F&E testing will be performed on the coarse aggregate material retained on the #4 sieve (per ASTM VTM-121) after the gradation analysis is performed. At initial start-up of production, the F&E shall be determined for each of the first two lots of material produced. If passing results are obtained on each sample in the first two lots, then F&E testing shall be performed on a frequency of every second lot of material produced (i.e. – Lots 4, 6, 8, etc.). If the F&E of the mix exceeds the specified limits, the Contractor shall stop production and notify the Engineer. Production shall not resume until the Contractor has taken corrective action and the Engineer has approved the corrective action. Once production has resumed, the Contractor shall determine the F&E of the mix for two consecutive lots. If passing results are obtained for these two lots, then the F&E testing frequency shall return to every second lot of material produced.

In the event the Department determines that the mixture being produced does not conform to the approved job-mix formula and volumetric properties in Table I-B based on Department or Contractor's test results, the Contractor shall immediately make corrections to bring the mixture into conformance with the approved job-mix formula or cease paving with that mixture.

Subsequent paving operations, using either a revised or other job-mix formula which has not been verified as described herein, shall be limited to a test run of 300 tons maximum if such material is to be placed in Department project work. No further paving for the Department using that specific mixture shall occur until the acceptability of the mixture being produced has been verified using the 300-ton constraint.

**V. SMA MIXING PLANT**

Plants used for the preparation of the SMA mixture shall conform to the following:

- (a) **Handling of Mineral Filler:** Adequate dry storage shall be provided for the mineral filler that will, at a minimum, consist of a waterproof cover that shall completely cover the stockpile at all times. Provisions shall be made for metering of the filler into the mixture uniformly and in the desired quantities. In a batch plant, mineral filler shall be added directly into the weigh

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hopper. In a drum plant, mineral filler shall be added directly onto the cold feed belt. Equipment shall be capable of accurately and uniformly metering the large amounts of mineral filler up to 25 percent of the total mix.

- (b) **Fiber Addition:** Adequate dry storage shall be provided for the fiber additive, and provisions shall be made for accurately and uniformly metering fiber into the mixture at plus or minus 10 percent of the desired quantities.

Introduction of loose or pelletized fiber shall require a separate system that can accurately proportion, by weight, the required quantity of fiber in such a manner as to ensure consistent, uniform blending into the mixture at all rates of production and batch sizes. This supply system shall be interlocked with the other feeding devices of the plant system, and sensing devices shall provide for interruption of mixture production if the introduction of fiber fails.

**Batch Plant:** Loose fiber or pelletized fiber shall be added through a separate inlet directly into the weigh hopper above the pugmill. The addition of fiber shall be timed to occur during the hot aggregate charging of the hopper. Adequate dry mixing time is required to ensure proper blending of the aggregate and fiber stabilizer. Therefore, dry mixing time shall typically be increased 5 to 15 seconds. Wet mixing time shall typically be increased at least 5 seconds for cellulose fibers to ensure adequate blending with the asphalt cement.

When fiber is used, the fiber supply system shall include low level and no flow indicators and a printout of the date, time, and net batch weight of fiber.

**Drum Mix Plant:** When fiber is used, the fibers shall be added in such a manner as not to be entrained into the exhaust gases of the drum plant. The fiber supply system shall include low level and no flow indicators and a printout of status of feed rate in pounds per minute.

When pelletized fibers are used, they shall be added directly into the drum mixer through the RAP inlet or a specialized fiber inlet. Operation of the drum mixer shall be such as to ensure complete blending of the pelletized fiber into the mix.

- (c) **Hot Mixture Storage:** When the hot mixture is not hauled immediately to the project and placed, suitable bins for storage shall be provided. Such bins shall be either surge bins to balance production capacity with hauling and placing capacity or storage bins that are heated and insulated and that have a controlled atmosphere around the mixture. The holding times shall be within limitations imposed by the Engineer, based on laboratory tests of the stored mixture. In no case shall the SMA mixture be kept in storage more than 8 hours.
- (d) **Mixing Temperatures:** The recommended plant mixing temperature shall be 315 to 340 degrees F and at no time shall the exceed 350 degrees F.

## VI. WEATHER RESTRICTIONS

**Weather Restrictions:** Placement of the SMA mixture shall be permitted only when the ambient and surface temperatures are 50 degrees F or above.

## VII. PLACING AND FINISHING

**Placing and Finishing:** The mixture temperature in the truck shall not be less than 300 degree<sup>s</sup> F for mixtures containing PG 70-22 and 310 degrees F for mixtures containing PG 76-22. The temperature immediately behind the screed shall not be less than 290 degrees F for mixtures containing PG 70-22, and shall be not less than 300 degrees F for mixtures containing PG 76-22.

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A continuous paving operation that provides for constant steady movement of the paver shall be maintained. In the event that excessive stop and go of the paver is occurring, production and laydown of the mixture may be stopped until the Contractor has made satisfactory changes in the production, hauling, and placement operations resulting in a constant steady movement of the paver.

A Material Transfer Vehicle (MTV) shall be used during the placement of all SMA mixes. The paving operation shall have remixing ability either in the MTV or in a paver mounted hopper. The remixing capacity shall not be less than 15 tons. In the event that breakdown occurs, paving shall be discontinued and no more material shall be shipped from the hot mix plant.

**VIII.COMPACTION**

**Compaction:** Immediately after the mixture has been spread and struck off, it shall be thoroughly and uniformly compacted by rolling. Rolling shall be accomplished with steel wheel roller(s) with a minimum weight of 10 tons. A minimum of three rollers shall be available at all times for compaction and/or finish rolling.

To minimize coarse aggregate fracture/breakage in the aggregate skeleton of SMA mixes, the use of vibratory rollers on SMA should be approached with caution. If a vibratory roller is used, the mat should receive not more than 3 vibratory passes. The roller shall use only the highest frequency and lowest amplitude setting.

Rolling procedures shall be adjusted to provide the specified pavement density. Rollers shall move at a uniform speed not to exceed 3 mph with the drive wheel nearest the paver. Rolling shall be continued until all roller marks are eliminated and the minimum density has been obtained. The Contractor shall monitor density during the compaction process by use of nuclear density gauges to assure that the minimum required compaction is being obtained. During the installation of the trial section, the Department will randomly select three plugs or cores locations to determine the in-place density in accordance with VTM-22.

To prevent adhesion of the mixture to the rollers, it shall be necessary to keep the wheels properly moistened with water possibly mixed with very small quantities of detergent or other approved material.

The Contractor shall perform acceptance testing for density for each day's production by obtaining one 4 x 4 inch sawed specimen or 4 inch diameter core at 5 stratified random locations specified by the Engineer. The 5 cores or plugs shall be obtained and the in-place density determined in accordance with VTM-22. All core locations shall be numbered sequentially per roadway, marked on the pavement, and filled with compacted SMA mixture prior to completion of each day of production. The average density of the five cores as determined by VTM-22 shall be 94 to 98 percent for 100 percent pay. All cores or plugs shall be bulked in the presence of the Department. The Department reserves the right to have the cores or plugs bulked on the project site. The payment for density will be in accordance with the following:

**PAYMENT SCHEDULE**

<b>Percent Density Achieved</b>	<b>Percent of Payment</b>
More than 98.0	97
94.0 to 98.0	100
92.0 to 93.9	85
90.0 to 91.9	65
Less than 90.0	Remove and Replace

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**IX. TRIAL SECTION**

**Trial Section:** Trial section(s), maximum 300 tons, shall be constructed at a site approved by the Engineer at least one week before, but not more than 30 days prior to, roadway construction to examine the mixing plant process control, mixture draindown characteristics, placement procedures, SMA surface appearance, compaction patterns and to calibrate the nuclear density device. In addition, the percentage of Flat and Elongated Particles will be calculated on the SMA material produced for the trial section per VTM-121 and compared to the maximum limits specified in the Coarse Aggregate Table in Section II(a.) herein. A passing F&E sample is required for acceptance of the trial section.

The material placed in the trial sections shall be at the specified application rate and utilize the same equipment that shall be used during production.

**X. PREPAVING CONFERENCE**

**Prepaving Conference:** The Department, prior to starting production, will hold a prepaving conference. Those attending shall include the Contractor's production supervisor and laydown supervisor, a representative of the fiber supplier, and a representative of the asphalt binder supplier.

**XI. MEASUREMENT AND PAYMENT**

Stone matrix asphalt will be measured in tons and paid for at the contract unit price per ton, for the mix type specified, which price shall include all materials, additives, and equipment as described herein.

The initial trial section will be paid for at the contract unit price for the mix type specified. With the approval of the Engineer, up to one additional trial sections of the mix type specified will be paid for at the contract unit price. The Department will only pay for two trial sections at the contract unit price. If more than two trial sections are needed, the Department and Contractor shall negotiate the price based upon a reduced percentage of the contract unit price and the subsequent trial sections shall be constructed at sites approved by the engineer.

Payment will be as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
Stone Matrix Asphalt, SMA-9.5 (70-22)	Ton
Stone Matrix Asphalt, SMA-9.5 (76-22)	Ton
Stone Matrix Asphalt, SMA-12.5 (70-22)	Ton
Stone Matrix Asphalt, SMA-12.5 (76-22)	Ton
Stone Matrix Asphalt, SMA-19.0 (70-22)	Ton
Stone Matrix Asphalt, SMA-19.0 (76-22)	Ton

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**GUIDELINES - PROJECTS WHERE RIDEABILITY EVALUATION OF ASPHALT CONCRETE PAVEMENT IS REQUIRED IN WRITING BY THE MATERIALS ENGINEER (A PROJECT SPECIFIC COPIED NOTE STATING THE EXACT LOCATIONS AND LIMITS OF THE RIDEABILITY EVALUATION, INCLUDING INCENTIVE ONLY LOCATIONS, MUST BE INCLUDED IN THE CONTRACT). [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]**

**EXCEPTIONS:**

**— RESURFACING SCHEDULE WORK PROJECTS: NOT TO BE USED**

S315D2B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 315 RIDEABILITY FOR ASPHALT CONCRETE PAVEMENT**

June 10, 2004cc

**SECTION 315—ASPHALT CONCRETE PAVEMENT** of the Specifications is amended as follows:

**For pavements designated for rideability testing Section 315.07(a) Surface Tolerances** is replaced by the following:

Pavement smoothness will be determined by a profiler on designated lanes having a design speed of 45 miles per hour or higher as specified herein. A straightedge will be used to test intersections, urban areas, transition lanes, and pavement within 52 feet of bridge approach slabs.

For designated pavements, the surface course ride quality acceptance will be based on the lowest average International Roughness Index (IRI) for each 0.01-mile section produced by a minimum of two test runs, using a South Dakota style road profiling device and reported for each travel lane. The device shall measure both wheel paths with laser height sensing instruments. The Department will perform and complete Roughness testing within 30 calendar days of completion of the final surface course and pavement striping over the designated section, providing the Contractor can allow unimpeded access to the paved surface for constant highway speed test runs. Testing shall be conducted in accordance with the requirements of VTM-106.

**Acceptance**

An IRI number in inches per mile will be established for each 0.01-mile section for each travel lane of the surface course designated by the contract. The 0.01-mile section before and after a bridge, and the beginning and end 0.01-mile sections of the surface course will not be subject to a pay adjustment.

Areas excluded from testing by the profiler will be tested using a 10-foot straightedge. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall not be more than 1/4 inch. Humps and depressions exceeding the specified tolerance shall be subject to correction as directed by the Engineer, at no additional cost to the Department.

The following table provides the acceptance quality rating scale of pavement based on the final rideability determination.

<b>IRI After Completion (Inches Per Mile)</b>	<b>Contract Unit Price Adjustment (Percent Pavement Unit Price)</b>
45.0 and Under	105

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45.1-55.0	103
55.1-70.0	100
70.1-80.0	90
80.1-90.0	80
90.1-100.0	70
Over 100.0	Corrective Action Required

This contract unit price adjustment will apply to the asphalt concrete's weighted average unit price for the total theoretical tonnage representing the total thickness of the asphalt pavement structure of the 0.01-mi section for the lane width.

When corrections to the pavement surface are required, the Engineer shall approve the Contractor's method of correction. In order to produce a uniform cross section, the Engineer may require correction to the adjoining traffic lanes or shoulders. Corrections to the pavement surface and/or the adjoining traffic lanes and shoulders will be at no cost to the Department. Methods of correction shall be limited to diamond grinding, remove and replace, and AC overlay.

Where corrections are made after the official Department test, the pavement will be retested by the Department to verify that corrections have produced the acceptable ride surface. No incentives will be provided for sections on which corrective actions have been required. The contractor will have one opportunity to perform corrective action(s). In the event the corrective action(s) do not result in a minimum of 70 percent payment, then the contractor will be assessed the corresponding percent payment based on the following table:

<b>IRI After Correction (Inches Per Mile)</b>	<b>Contract Unit Price Adjustment (Percent Pavement Unit Price)</b>
100.1 – 120.0	60
120.1 – 140.0	40
140.1 – 160.0	20
Over 160.0	0

**Incentive Only Projects**

For projects designated as "incentive only", the Contractor will not be subjected to penalties on any 0.01-mile section resulting from the final rideability results. Incentive only projects will not be subject to corrective action as a result of the rideability results.

Pay adjustments will be applied to the theoretical tonnage of the surface mix asphalt material for the lane width and section length tested.

This rideability specification does not relieve the Contractor from responsibility concerning workmanship in accordance with the requirements of the Specifications, other contract requirements or as defined by the Engineer.

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**GUIDELINES - PROJECTS HAVING SEALED SHOULDER JOINTS.  
EXCEPTIONS: NONE.**

S316A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SEALING SHOULDER JOINTS**

August 1, 1991  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of cutting a groove between pavement and shoulder surfaces in accordance with the requirements of this provision, at locations shown on the plans or as directed by the Engineer.

**II. MATERIALS**

Hot-poured joint sealer shall conform to the requirements of Section 212 of the Specifications.

**III. CONSTRUCTION**

The Contractor shall construct a continuous groove by saw cutting or routing the asphalt shoulder material along the joint formed by the shoulder asphalt material and the edge of the contract paved surface. The size of the groove after cutting and cleaning shall be at least 5/8-inch wide 5/8-inch deep having vertical sides. The depth measurement shall be made from the surface of the shoulder or pavement, whichever is lower. After cutting operations are completed, debris shall be promptly removed from the pavement and shoulder surfaces.

Prior to filling the groove with joint sealer, the groove shall be cleaned of all loose materials by compressed air. The groove shall be free of dirt, dust, water, oil, grease and other materials which would prevent bonding of the joint sealer to the pavement surfaces.

At the time of placement of the sealer, the groove shall be dry and the ambient air temperature shall be at least 45° F. The groove shall be filled level with the hot pour joint sealer by means of a sealing device which will not cause air to be entrapped in the groove.

**V. MEASUREMENT AND PAYMENT**

Sealing shoulder joints will be measured in linear feet, complete-in-place, and will be paid for at the contract unit price per linear foot. This price shall include groove cutting, debris removal, groove cleaning and furnishing and placement of the hot-poured sealer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Sealing Shoulder Joints	Linear Foot

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**GUIDELINES - PROJECTS WHERE RIDEABILITY EVALUATION OF HYDRAULIC CEMENT CONCRETE PAVEMENT IS REQUIRED IN WRITING BY THE MATERIALS ENGINEER (A PROJECT SPECIFIC COPIED NOTE STATING THE EXACT LOCATIONS AND LIMITS OF THE RIDEABILITY EVALUATION MUST BE INCLUDED IN THE CONTRACT). [USE BY THE NOVEMBER 2006 ADVERTISEMENT.] EXCEPTIONS: NONE.**

S316B1B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 316 RIDEABILITY FOR HYDRAULIC CEMENT CONCRETE PAVEMENT**

August 13, 2002cc

**SECTION 316—HYDRAULIC CEMENT CONCRETE PAVEMENT** of the Specifications is amended as follows:

**For pavements designated for rideability testing Section 316.04(k) Surface test** is amended to include the following:

Pavement smoothness will be determined by a profiler on designated lanes having a design speed of 45 miles per hour or higher as specified herein. Intersections, transition lanes, and pavement within 52 feet of bridge approach slabs or manholes will be tested by a straightedge.

Except as noted hereinbefore, the surface ride quality acceptance will be based on the lowest average International Roughness Index (IRI) for each 0.01-mile section produced by a minimum of two test runs, using a South Dakota type road profiling device and reported for each travel lane. The device shall measure both wheelpaths with laser height sensing instruments. The Department shall conduct the testing as soon as practical and prior to opening to public traffic, providing the Contractor can allow unimpeded access to the paved surface for constant highway speed test runs. Testing shall be conducted in accordance with the requirements of VTM – 106.

**Acceptance**

An IRI number in inches per mile will be established for each 0.01-mile section for each travel lane of the surface. The 0.01-mile section before and after a bridge, and the beginning and end 0.01-mile sections of the surface will not be subject to a pay adjustment.

Areas excluded from testing by the profiler will be tested using a 10-foot straightedge. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall not be more than 1/4 inch. Humps and depressions exceeding the specified tolerance shall be subject to correction as directed by the Engineer, at no additional cost to the Department.

The following table provides the acceptance quality rating scale of pavement based on the final rideability determination. The pay incentive/disincentive schedule will be applied to the final surface area. The surface area, in square yards, shall be calculated based on the tested section length and lane width as shown on the plans.

<b>IRI After Completion (Inches Per Mile)</b>	<b>Contract Unit Price Adjustment (Percent of Pavement Unit Price)</b>
45.0 and Under	105
45.1-55.0	103

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55.1-70.0	100
70.1-80.0	90
80.1-90.0	80
90.1-100.0	70
Over 100.0	Subject To Corrective Action

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This contract unit price adjustment will apply to the hydraulic cement concrete's unit price for the total area of the 0.01-mi section for the lane width.

When corrections to the pavement surface are required, the Contractor's method of correction shall be submitted for approval by the Engineer. In order to produce a uniform cross section, the Engineer may require correction to the adjoining traffic lanes or shoulders. Corrections to the pavement surface and/or the adjoining traffic lanes and shoulders will be at no cost to the Department.

Where corrections are made after the official Department test, the pavement will be retested by the Department to verify that corrections have produced the acceptable ride surface. No incentives will be provided for sections on which corrective actions have been required. The Contractor will have one opportunity to perform corrective action(s). In the event the corrective action(s) do not result in a minimum of 70% payment, then the Contractor will be assessed the corresponding percent payment based on the following table.

<b>IRI After Correction (Inches Per Mile)</b>	<b>Contract Unit Price Adjustment (Percent of Pavement Unit Price)</b>
100.1 – 120.0	60
120.1 – 140.0	40
140.1 – 160.0	20
Over 160.0	0

Corrective work shall be completed prior to determining pavement thickness.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.  
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**GUIDELINES - ALL PROJECTS REQUIRING HYDRAULIC CEMENT PAVEMENT. [INCLUDE SPCN c200a TECHNICIAN AND BATCHER CERTIFICATION.] [USE BY THE NOVEMBER 2006 ADVERTISEMENT.] EXCEPTIONS: NONE.**

S316C0B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 316—HYDRAULIC CEMENT CONCRETE PAVEMENT**

January 5, 2005

**SECTION 316—HYDRAULIC CEMENT CONCRETE PAVEMENT** of the Specifications is amended as follows:

**Section 316.01—Description** is replaced with the following:

This work shall consist of constructing reinforced, non-reinforced, or continuously reinforced hydraulic cement concrete pavement and approach slabs composed of hydraulic cement concrete, with or without reinforcement as specified, on a prepared subgrade or base course in accordance with the requirements of these specifications and within the specified tolerances for the lines, grades, thicknesses, and cross sections shown on the plans or as established by the Engineer.

**Section 316.04(e)—Placing Concrete** is amended to replace the second sentence of the second paragraph with the following:

Test specimens for this purpose shall conform to the requirements of ASTM C31 and shall be tested in accordance with the requirements of ASTM C293.

And to replace the sixth paragraph with the following:

Following concrete placement, concrete shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall conform to the tolerances specified herein for the elevation and grade shown on the plans or as established by the Engineer.

**Section 316.04(f)—Test Specimens** is amended to replace the second sentence of the first paragraph with the following:

Beams shall be cured by a designated method as specified for the pavement in accordance with the requirements of ASTM C31.

**Section 316.04(g)5—Load transfer devices** is amended to replace the fifth sentence of the second paragraph with the following:

Dowels, plastic coated in accordance with the requirements of Federal Specification L-C-530 C or epoxy coated in accordance with the requirements of ASTM-A775, may be used in lieu of painted and lubricated dowel bars.

**Section 316.04(k)—Surface test** is replaced with the following:

(k) **Surface test:** As soon as concrete has hardened sufficiently, the pavement surface will be tested by the Engineer with a 10-foot straightedge. Areas showing high spots of more than 3/16 inch on mainline pavement and approach slabs but not exceeding 1/2 inch in 10 feet shall be marked and, after the concrete has attained the design compressive strength, cut down with an

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approved cutting tool to an elevation where the area or spot will not show surface deviations in excess of 3/16 inch. Areas showing high spots of more than 3/8 inch on ramps when tested with a 10-foot straightedge shall be marked and, after the concrete has attained the design compressive strength, corrected to within the 3/8-inch tolerance by removing and replacing or by cutting as specified herein. If the slipform method of paving is used, a straightedge tolerance of  $\pm 1/4$  inch in 10 feet will be permitted for the area within 6 inches of the slipformed edge except for pavement adjacent to connections and ramps. Equipment for cutting shall be designed to cut the surface of the pavement in a longitudinal direction parallel to the centerline and in a uniform planing action. However, the cutting operation shall not produce a polished pavement surface. The equipment shall be adjustable so as to vary the depth of the cut as required. Bush hammering, rubbing with carborundum stone, or hand grinding will not be permitted. Where the departure from correct cross section exceeds 0.20 percent on mainline pavement, the pavement shall be removed and replaced by and at the expense of the Contractor.

**Section 316.04(o)—Opening to Traffic** is amended to replace the first sentence of the first paragraph with the following:

Pavement shall not be opened to traffic until specimen beams conforming to the requirements of Section 316.04(f) have attained a modulus of rupture strength of 600 pounds per square inch when tested by the center point loading method in accordance with the requirements of ASTM C293.

**Section 316.05—Tolerances** is replaced with the following:

**316.05—Thickness and Finished Grade Tolerances**

The thickness of pavement will be determined by average caliper measurements of cores taken therefrom, as described in VTM-26.

Areas found to be deficient in thickness by more than 1.00 inch will be evaluated by the Engineer, and if in his judgment the deficient areas warrant removal, they shall be removed and replaced with concrete of the thickness specified on the plans. The deficient area shall be the product of the full width of the slab or lane of pavement multiplied by the sum of the distances in each direction from the deficient core along the center line of the pavement to the first actual cores found not deficient in thickness by more than 1.00 inch.

The Contractor shall fill test holes with the same type of concrete as in the pavement.

After placement of the final pavement layer, finished grade elevations shall be within +/- 0.04 foot of the elevations indicated in the plans, unless otherwise specified, provided that the actual cross slope does not vary more than 0.20 percent from the design cross slope indicated in the plans and the pavement thickness conforms to the thickness tolerances specified herein.

If determined by the Engineer that either the finished grade elevations or cross slope exceed the tolerances specified, the Contractor shall submit to the Engineer for approval a plan of corrective action.

Finished grades shall be constructed to the proposed cross sections and cross slopes shall be constructed to the proposed typical section slopes indicated on the plans. Areas found to deviate from the indicated cross slopes by 0.20 percent or more shall be corrected or replaced by the Contractor at no additional cost to the Department.

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## **— DIVISION IV—BRIDGES AND STRUCTURES —**

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<b>🔑 PRINT PAGE KEY</b> <b>(For Division IV only.)</b>	
<b>PAGE Nos.</b>	<b>PAGES WITH THIS REVISED DATE AND LATER ARE UP-TO-DATE.</b>
4-0 thru 4-42	9-27-07

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— **400 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES)** —

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**GUIDELINES - PROJECTS HAVING STRUCTURE EXCAVATION.**  
**EXCEPTIONS: NONE.**

(c401a0b-1103) **SECTION 401.03(i) BACKFILLING** of the Specifications is amended to replace the first sentence of the sixth paragraph with the following:

Backfill shall be placed as soon as practicable following attainment of the required compressive strength but not later than 30 days after concrete placement.

7-28-03 (SPCN)

**GUIDELINES - PROJECTS HAVING PILES.**  
**EXCEPTIONS: NONE.**

(c403a0b-0105) **SECTION 403 BEARING PILES** of the Specifications is amended as follows:

**Section 403.03(d)4** is replaced with the following:

4. **Protection by painting:** When steel piles or steel pile shells extend above the ground or water surface, they shall be protected by one coat of No. 14 primer and

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one coat of epoxy mastic as specified in Section 231.03(b) and 231.03(c). The coating thickness shall be as specified in Section 411 Table IV-6. Protection shall extend from an elevation 2 feet below the lowest ground or water surface up to a level 2 inches into the concrete in which their tops are to be embedded.

11-29-04 (SPCN)

**GUIDELINES - ALL PROJECTS REQUIRING HYDRAULIC CEMENT CONCRETE OPERATIONS.  
EXCEPTIONS: NONE.**

(c404b1b-0705) **SECTION 404—HYDRAULIC CEMENT CONCRETE OPERATIONS** of the Specifications is amended as follows:

**Section 404.03(j)3** is amended to replace the fifth sentence of the third paragraph with the following:

Single-use wax paper, paper, plastic or light-gage metal molds conforming to the requirements of ASTM C470 may be used for making control cylinders.

**Section 404.03(k)—Curing Concrete** is amended to replace the last sentence of the fourth paragraph with the following:

Curing shall be immediately resumed using insulated blankets or other approved methods that will retain or supply moisture and maintain the temperature at the outermost surfaces of the concrete mass above 50 degrees F for at least 72 hours immediately following concrete placement and above 40 degrees F for at least 48 additional hours.

**Section 404.03(k)—Curing Concrete** is amended to replace the fifth paragraph with the following:

In the event the Contractor begins masonry concrete operations when the atmospheric temperature is below 40 degrees F in the shade, the method of cure and protection shall retain or supply moisture and maintain the temperature at the outermost surfaces of the concrete mass above 50 degrees F for at least 72 hours immediately following concrete placement and above 40 degrees F for at least 48 additional hours.

**Section 404.03(k)1—Bridge Deck Curing** is amended to replace the fifth sentence with the following:

The initial temperature of the outermost surfaces of the concrete mass shall be above 50 degrees F for at least 72 hours and above 40 degrees F until the completion of the moist-curing period.

**Section 404.05(b)—Filled Joints** is amended to replace the first sentence of the first paragraph with the following:

Materials for filled joints shall conform to the requirements of Section 212 and shall be installed in accordance with the requirements of Section 316.04(m).

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**Section 404.08—Measurement and Payment** is amended to replace the second paragraph with the following:

The volume of bridge deck slab concrete allowed for payment will be computed using the actual thickness of the slab, not to exceed the plan thickness plus 1/2 inch, for the area between faces of sidewalks, curb lines, railings or parapets. The area beneath sidewalks, curbs, railings, or parapets will be based on plan thickness. If prestressed concrete deck panel forms are used, the volume they displace will be computed using plan dimensions and the volume of the cast-in-place portion will be measured as provided herein.

10-29-04 (SPCN)

**GUIDELINES - PROJECTS REQUIRING PRESTRESSED CONCRETE.**  
**EXCEPTIONS: NONE.**

(c405a0b-0105) **SECTION 405.04—CONCRETE CONTROLS** is amended to replace the third paragraph with the following:

Concrete batches from which cylinders are made shall be tested for slump in accordance with the requirements of ASTM C143 and for air content in accordance with the requirements of ASTM C231.

8-17-04 (SPCN)

**GUIDELINES - PROJECTS WITH STRUCTURAL STEEL.**  
**EXCEPTIONS: NONE.**

(c407a0b-1103) **SECTION 407.04(j) STUD SHEAR CONNECTORS** of the Specifications is amended to replace the last sentence with the following:

Studs shall be field welded after structural steel is erected and metal decking or other walking or working surface is in place, however, structural steel with shop applied studs may be erected provided erection is performed in accordance with the requirements of Section 110.05.

12-16-02 (SPCN)

**GUIDELINES - PROJECTS REQUIRING BRIDGE RAILING.**  
**EXCEPTIONS: NONE.**

(c410a0b-0705) **SECTION 410—RAILINGS AND PARAPETS** of the Specifications is amended as follows:

**Section 410.02—Materials** is amended to add following:

(g) **Grounding materials** shall conform to the requirements of Section 238.

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**Section 410.03(b)—Metal Railings** is amended to replace the fourth paragraph with the following:

Abutment ends of metal railings and metal parapets shall be grounded. Grounding conductor shall be bare or insulated (green) copper. Grounding electrode(s) shall be installed in accordance with the requirements of Section 700 and shall conform to the requirements of the NEC. All sections of metal railings, movable joints of metal railings, metal parapets, and the gaps in the metal railings created by the concrete pole supports or other design modifications shall be bonded internally to maintain continuity. Grounding conductors shall pass through bridge parapets and backwalls in one inch conduit or raceway to a point 4 to 8 inches below the finished grade and attached to a grounding electrode(s) with a minimum of 8 feet contact with soil. Each run of grounding conductor shall be provided with a 4-inch exposed loop at expansion joints and at termination points. Each metal rail section adjacent to the next metal railing shall be tested for continuity to ensure system grounding. The Contractor shall test the grounding electrode(s) after installation using the Fall of Potential (three point measurement) method. All testing shall be documented and submitted to the Engineer.

**Section 410.04—Measurement and Payment** is amended as follows:

The second paragraph is amended to replace the last sentence with the following:

This price shall include furnishing and installing materials designated above the bridge deck surface, including anchorage material, reinforcing steel, and junction boxes, conduits and or raceways used for rail grounding.

1-12-05 (SPCN)

**GUIDELINES – PROJECTS REQUIRING WORK ON EXISTING STRUCTURES (MUST BE USED IN CONJUNCTION WITH SPECIAL PROVISION S411A2B).  
EXCEPTIONS: NONE.**

(c413a0b-1203) **SECTION 413.02(b) REMOVING PORTION OF EXISTING STRUCTURE** of the Specifications is amended to replace the first paragraph with the following:

**Removing Portion of Existing Structure:** The portions to be removed shall be the areas designated on the plans. No portion of the structure shall be removed by blasting or other methods that may damage any portion of the structure that will remain in place. When pneumatic hammers are used to remove concrete, their weight shall be not more than 90 pounds for widening work or 30 pounds for deck repair work. The use of tractor-mounted demolition hammers with a maximum manufacturer's rated striking energy of 1,000 foot-pounds will be permitted for the removal of concrete parapets down to the top of deck and for that portion of the deck where the reinforcing steel will be removed. The use of tractor-mounted demolition hammers, or pneumatic hammers weighing more than 30 pounds, shall not be allowed for the removal of that portion of the deck that is within six inches of the top flange of the beams/girders to remain in the structure. With written approval of the Engineer, hydraulically actuated, jaw type, concrete crushers may only be used for the removal of concrete parapets down to the top of deck. The

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approval of hydraulically actuated, jaw type, concrete crushers shall be contingent upon continuous satisfactory results with no damage to any portion of the structure that is to remain in place. The removal of concrete parapet on prestressed concrete slab spans or prestressed concrete box beam spans shall be limited to 30-pound pneumatic hammers within two inches of the deck and not more than 90-pound pneumatic hammers for the remainder of the parapet, unless otherwise approved by the Engineer.

7-10-03 (SPCN)

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**—400 SERIES SPs (SPECIAL PROVISIONS)—**

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**GUIDELINES - PROJECTS HAVING DYNAMIC PILE TEST (ONLY WITH PAY ITEM).  
EXCEPTIONS: NONE.**

S400A1B-0304

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**WAVE EQUATION ANALYSIS**

May 25, 1999c

**SECTION 403.06(d) 1. and 2.** of the Specifications is replaced by the following:

Pile driving equipment furnishing by the Contractor shall be subject to the approval of the Engineer.

Prior to driving test piles, the Contractor shall furnish the Engineer the following information pertaining to the proposed pile driving equipment:

1. Completed Pile and Driving Equipment Data Form for each proposed pile hammer and pile type combination (Attachment 1).
2. At each driving test location, where different subsurface conditions exist, the Contractor shall furnish a Wave Equation Analysis of pile driveability performed by a Professional Engineer experienced in such work, demonstrating that the piles can be driven with reasonable effort to the ordered lengths without damage. This analysis shall include the following:

Copies of computer input and output sheets and graphs showing soil resistance versus blow count as well as maximum tensile and compressive stresses versus blow count. Analyses shall be run at the estimated tip elevation as well as other required elevations to define maximum stress levels in the pile during driving.

The Contractor shall use the optimum type and size of hammer for the indicated pile and subsurface conditions at the structure site. Unless documentation supporting other values can be provided, the following hammer efficiencies shall be used in a wave equation analysis:

<u>Hammer Type</u>	<u>Efficiency in Percent</u>
Single acting air/steam	67
Double acting air/steam	50
Diesel	80
Hydraulic	90

The criterion that the Engineer will use to evaluate the driving equipment consists of both the required number of hammer blows per inch (25mm) and the pile stresses at the required ultimate pile capacity. The required number of hammer blows indicated by calculations at the required bearing capacity shall be a maximum of 6 per inch (25 mm) for the driving equipment to be acceptable and shall be on the rising (or linear) portion of the resistance versus blow count curve.

Should the Wave Equation Analysis indicate the possibility of excessive driving stresses, the Contractor shall submit to the Engineer proposed corrective measures (modification of hammer stroke or other appropriate action) for approval.

The following criteria will be used in evaluating calculated results to determine acceptability of the Contractor's proposed driving system.

The calculated ultimate soil resistance as determined from wave equation analysis alone shall be no less than 275% of the required design capacity for the driven pile. When the calculated

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ultimate soil resistance determined from wave equation analysis has been calibrated to the results of a dynamic pile test, the ultimate soil resistance shall be no less than 225% of the required design bearing capacity for the driven pile.

Soil setup (pile freeze effect) may be considered when establishing initial driving criteria. If soil setup is considered, two additional wave equation analyses, one modeling the end of initial drive conditions and the second modeling the beginning of restrrike conditions shall be performed. In lieu of performing the two additional wave equation analyses, a pile driveability analysis may be performed when considering soil setup. However, hammers requiring the consideration of soil setup for approval may require restrikes of the driving test piles, at the Contractor's expense, for verification purposes.

Contractor notification of acceptance or rejection of pile driving equipment will be made within 20 days of receipt of the data form and Wave Equation Analysis.

When initial parameters selected are judged to be inappropriate, the Contractor shall submit a refined wave equation analysis along with the pile order list. The refined analysis shall include any modifications or changes deemed appropriate from the results of the Driving Test (Loading Test and/or Dynamic Pile Testing) Program(s).

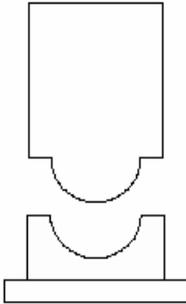
The Engineer will determine driving resistance, tip elevations and safe bearing capacity criteria to be used for production piles from the above information.

During production pile driving operations, the Contractor shall use the approved system. Any change in the driving system will only be considered after the Contractor has submitted revised pile driving equipment data and calculations.

Approval of pile driving equipment shall not relieve the Contractor of the responsibility to drive piles, free of damage, to the bearing and tip elevation shown on the plans, specified in the special provisions, or mandated by the Engineer. In addition, approval of pile driving equipment relative to driving stress damage shall not relieve the Contractor of responsibility for piles damaged because of misalignment of the leads, failure of capblock or cushion material, failure of splices, malfunctioning of the pile hammer, or other improper construction methods or practices.

**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 Weight: \_\_\_\_\_

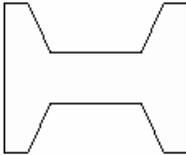
**ANVIL OR BASE** Weight: \_\_\_\_\_



**STRIKER PLATE** Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (p.s.i.)  
Coefficient of Restitution: \_\_\_\_\_



**CAP BLOCK** Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (p.s.i.)  
Coefficient of Restitution: \_\_\_\_\_



**PILE CAP** Helmet \_\_\_\_\_ Weight: \_\_\_\_\_  
Bonnet \_\_\_\_\_ Materials: \_\_\_\_\_  
Anvil Block \_\_\_\_\_  
Remarks: \_\_\_\_\_  
Drive head \_\_\_\_\_  
Accessories \_\_\_\_\_



**CUSHION** Cushion Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (p.s.i.)  
Coefficient of Restitution: \_\_\_\_\_



**PILE** Type: \_\_\_\_\_  
Pile Size: \_\_\_\_\_ Length: \_\_\_\_\_ Diameter: \_\_\_\_\_  
Cross Sectional Area: \_\_\_\_\_  
Material: \_\_\_\_\_ Weight/Ft.: \_\_\_\_\_  
Design Pile Capacity: \_\_\_\_\_ (tons)  
Description of Splice: \_\_\_\_\_

Tip Treatment Description: \_\_\_\_\_

Remarks: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Cc: District Bridge Engineer  
State Bridge Engineer

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Construction Manager

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**GUIDELINES - PROJECTS HAVING DYNAMIC PILE TESTING FOR FRICTION PILES.  
EXCEPTIONS: NONE.**

S403B0B-0304

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**DYNAMIC PILE TESTING FOR FRICTION PILES**

May 25, 1999c

**I. DESCRIPTION**

This work shall consist of dynamic testing of driving test piles by the use of electronic monitoring equipment, reprocessing the data and furnishing a written report of the results.

**II. EQUIPMENT**

The Contractor shall furnish a Pile Driving Analyzer and all required associated equipment including transducers and accelerometers.

**III. TESTING**

The Contractor shall employ a firm experienced in the use of the pile driving analyzer and related equipment to install or supervise the installation of the necessary equipment and to perform the dynamic monitoring. Names of previously approved firms are on a Department approved list and will be made available upon request. If the Contractor wants to use a firm that is not on the approved list, documentation of such experience shall be submitted to the Engineer for approval prior to beginning the work.

Dynamic testing shall be conducted in the presence of the Engineer and during the entire time piles are initially driven or redriven and during pile restrike testing.

Where possible, splices shall be made prior to the start of driving so that dynamic testing can be performed without interruption.

The Contractor shall fasten a pair of transducers and a pair of accelerometers in place prior to testing. Piles shall be driven until the pile driving analyzer indicates that the soil resistance measured is 175 percent of the pile design capacity and the required minimum tip elevation and penetration have been obtained or as directed by the Engineer. The Contractor shall remove the transducers and accelerometers after the dynamic testing is completed.

Pile restrike testing shall be conducted no sooner than 120 hours after the pile, or any pile within a 25 foot (7.62 meter) radius has been driven. Restrike testing shall include dynamic testing of the pile when it is redriven. The pile shall be redriven with the same pile hammer used for initial driving. A cold hammer shall not be used for restrike. The amount of penetration required during restrike testing shall be 6 inches (150mm) or a total number of 100 hammer blows, whichever occurs first, unless the analyzer indicates the soil resistance measured on restrike is less than 225 percent of the design capacity. If the soil resistance measured on restrike is less than required, the Engineer may direct the Contractor to drive all or a portion of the remaining test pile length and repeat the restrike testing. The Contractor will be notified of the necessity to perform a second restrike test within 3 days of receipt of the CAPWAP results from the initial restrike.

The Contractor shall notify the Engineer of the date and time for dynamic testing at least 48 hours prior to testing. Such notice shall be given during the normal work hours of the Department. If

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additional dynamic testing is ordered by the Engineer, the Contractor shall schedule the tests in cooperation with the Engineer.

The results of the dynamic testing shall be printed by the pile driving analyzer and shall include for each blow selected by the Engineer, a combination of the following quantities:

- Soil resistance from the Case Goble Method,
- Input and reflection values of force and velocity,
- Maximum transferred energy,
- Maximum compression force,
- Velocity and displacement,
- Blows per minute,
- Value of upward and downward traveling force wave,
- Ram stroke and corresponding blow sequence
- Maximum tensile and compressive stresses in the pile

A preliminary report with this information shall be provided to the Engineer within 24 hours after completion of the testing if so requested by the Engineer.

All signals shall be recorded and made available upon the request of the Engineer.

Accompanying the production pile order list, the Contractor shall furnish the Engineer a Pile Loading (if applicable) and Dynamic Testing Report that shall include the following information for each pile tested:

- Location of test,
- Date of test,
- Driving log, all data obtained during the test,
- Any unusual or otherwise noteworthy behavior observed during or after driving or testing,
- A resistance distribution plot and related information by the CAPWAP program for the end of initial drive conditions and the beginning of restrrike conditions,
- Plot of applied load versus average butt settlement with determination of safe bearing capacity, as required by the specifications,
- A summary of soil resistance from both Loading and Dynamic Testing, including an evaluation of the correlation between the two approaches and discussion of any discrepancies,
- Recommendations for a refined wave equation analysis based on the above findings and recommended driving criteria for production piles

**IV. MEASUREMENT AND PAYMENT**

Dynamic pile testing (Friction Piles) will be measured and paid for at the contract unit price per each, which price shall be full compensation for furnishing, installing, and removing dynamic testing equipment, tools, labor, and incidental work necessary to monitor the dynamic testing, to provide the data and written report specified, drilling holes to mount transducers and accelerometers, all work and equipment necessary to drive the pile during restrrike testing, and any additional driving required should the required soil resistance not be obtained. A second restrrike test will be paid for at 2/3 of the contract unit price of a dynamic pile test.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Dynamic Pile Test (Friction Piles)	Each

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**GUIDELINES - PROJECTS HAVING DYNAMIC PILE TESTING FOR END BEARING PILES.  
EXCEPTIONS: NONE.**

S403C0B-0304

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**DYNAMIC PILE TESTING FOR END BEARING PILES**

May 25, 1999c

**I. DESCRIPTION**

This work shall consist of dynamic testing of driving test piles by the use of electronic monitoring equipment, reprocessing the data and furnishing a written report of the results.

**II. EQUIPMENT**

The Contractor shall furnish a Pile Driving Analyzer and all required associated equipment including transducers and accelerometers.

**III. TESTING**

The Contractor shall employ a firm experienced in the use of the pile driving analyzer and related equipment to install or supervise the installation of the necessary equipment and to perform the dynamic monitoring. Names of previously approved firms are on a Department approved list and will be made available upon request. If the Contractor wants to use a firm that is not on the approved list, documentation of such experience shall be submitted to the Engineer for approval prior to beginning work.

Dynamic testing shall be conducted in the presence of the Engineer and during the entire time piles are initially driven or redriven.

Where possible, splices shall be made prior to the start of driving so that dynamic testing can be performed without interruption.

The Contractor shall fasten a pair of transducers and a pair of accelerometers in place prior to testing. Piles shall be driven until the pile driving analyzer indicates that the soil resistance measured is 225 percent of the pile design capacity and the required minimum tip elevation and penetration has been obtained or as directed by the Engineer. The Contractor shall remove the transducers and accelerometers after the dynamic testing is completed.

The Contractor shall notify the Engineer of the date and time for dynamic testing at least 48 hours prior to testing. Such notice shall be given during the normal work hours of the Department. If additional dynamic testing is ordered by the Engineer, the Contractor shall schedule the additional tests in cooperation with the Engineer.

The results of the dynamic testing shall be printed by the pile driving analyzer and shall include for each blow selected by the Engineer, a combination of the following quantities:

- Soil resistance from the Case Goble Method,
- Input and reflection values of force and velocity,
- Maximum transferred energy,
- Maximum compression force,
- Velocity and displacement,
- Blows per minute,

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Value of upward and downward traveling force wave,  
Ram stroke and corresponding blow sequence  
Maximum tensile and compressive stresses in the pile

A preliminary report with this information shall be provided to the Engineer within 24 hours of the testing if so requested by the Engineer.

All signals shall be recorded and made available upon the request of the Engineer.

Accompanying the production pile order list, the Contractor shall furnish the Engineer a Pile Loading (if applicable) and Dynamic Testing Report that shall include the following information for each pile tested:

- Location of test,
- Date of test,
- Driving log, all data obtained during the test,
- Any unusual or otherwise noteworthy behavior observed during or after driving or testing,
- A resistance distribution plot and related information by the CAPWAP program,
- Plot of applied load versus average butt settlement with determination of safe bearing capacity, as required by the specifications,
- A summary of soil resistance from both Loading and Dynamic Testing, including an evaluation of the correlation between the two approaches and discussion of any discrepancies,
- Recommendations for a refined wave equation analysis based on the above findings and recommended driving criteria for production piles

**IV. MEASUREMENT AND PAYMENT**

Dynamic pile testing (End Bearing) will be measured and paid for at the contract unit price per each, which price shall be full compensation for furnishing, installing, and removing the dynamic testing equipment, tools, labor, and incidental work necessary to monitor the dynamic testing, to provide the data and written report specified, and drilling holes to mount transducers and accelerometers.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Dynamic Pile Test (End bearing Piles)	Each

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**GUIDELINES - PROJECTS HAVING CONCRETE SURFACE PENETRANT SEALER:  
EXCEPTIONS: NONE.**

S404A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CONCRETE SURFACE PENETRANT SEALER**

August 1, 1991  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of furnishing and applying a water repellent concrete surface penetrant in accordance with this provision and in reasonably close conformity with the details and locations indicated on the plans. The color of the penetrant sealer shall be clear.

**II. MATERIALS**

The penetrant sealer used in the performance of this work shall be a product as listed on the Department's current list of approved penetrating sealers.

**III. CONSTRUCTION METHODS**

The penetrant sealer shall be applied in accordance with the manufacturer's recommendations, except as otherwise specified herein. The penetrant sealer shall not be applied until all adjacent or superimposed concrete placements have been completed. All surfaces to receive the penetrant sealer shall be sandblasted to provide a clean uniform texture free of foreign substances such as oils, release agents, curing agents or efflorescence. All sandblasting residue shall be completely removed prior to application of the penetrant sealer.

Each container of penetrant sealer material shall be thoroughly mixed in strict compliance with the manufacturer's recommendations. The penetrant sealer material shall be applied by experienced persons using spray, brush or roller and shall not be thinned or reduced, except as may be specifically required by the manufacturer.

The rates of application and number of coats shall be in accordance with the manufacturer's recommendations.

**IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Concrete surface penetrant sealer will be measured in square yards and will be paid for at the contract unit price per square yard, which price shall be full compensation for surface preparation and for applying sealer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Surface Penetrant Sealer	Square Yard

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**GUIDELINES - PROJECTS HAVING CONCRETE SURFACE COLOR COATING.  
EXCEPTIONS: NONE.**

S404B0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CONCRETE SURFACE COLOR COATING**

August 1, 1991  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of furnishing and applying concrete surface color coating in accordance with this provision and in reasonably close conformity with the details and locations indicated on the plans. The color of the coating shall be similar to the Federal Standard Color Number specified on the plans or as approved by the Engineer.

**II. MATERIALS**

Concrete surface color coating shall be from the Department's current list of approved concrete surface color coatings.

**III. DETAILED REQUIREMENTS**

Except as otherwise specified on the plans, the concrete surface color coating shall be applied to the following surfaces of the bridge structure:

- a. Pier stems and caps from 6 inches below finished grade to the upper limits of the pier caps but excluding the top of the cap.
- b. Exposed surfaces of abutment walls from finished grade of adjacent concrete slab slope protection or 6 inches below finished grade of embankment to and including the top of the wingwall, excluding bridge seats and portion of back wall between limits of exterior structural members.
- c. All surfaces of parapet walls, the edge of deck slab and the underside of the bridge deck overhangs from the deck edge to the structural member.

Concrete surface color coating shall be applied to exposed surfaces of other concrete structures as specified on the plans.

The concrete surface color coating shall be applied in accordance with the manufacturer's recommendations, except as otherwise specified. The concrete surface color coating shall not be applied until all concrete placement operations for the particular structure have been completed. The concrete surface shall be clean, free of any curing agents, form release agents, foreign substances or signs of efflorescence at the time of application.

All work shall be performed by experienced workmen familiar with concrete finishing work and with the materials specified. Surfaces not to be treated shall be protected from splatter.

Materials shall be delivered to the job site in sealed containers bearing the manufacturer's labels. Materials shall be mixed and applied in accordance with the manufacturer's printed instructions of which two copies shall be furnished the Engineer.

**IV. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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Concrete Surface Color Coating will be paid for on a lump sum basis per structure wherein no other measurement will be made and will be paid for at the contract lump sum price per structure which price shall be full compensation for preparation of surfaces and for applying coating.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Surface Color Coating (Br. or Str. No.)	Lump Sum

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**GUIDELINES - WHEN REQUESTED BY THE DESIGNER:  
EXCEPTIONS: NONE.**

S404C0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**GRAVITY FILLED POLYMER CRACK SEALING**

August 8, 1995c  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of filling concrete cracks with a polymer crack sealer, in accordance with the plan details and as directed by the Engineer.

**II. MATERIALS**

Gravity fill polymer crack sealers shall be a high molecular weight methacrylate, epoxy or urethane conforming to the following:

PROPERTY	TEST METHOD	REQUIREMENT
Gel Time 50 ml sample 75 ± 5° F	ASTM C881	6 hrs. max.
Tensile Strength 75 ± 5° F	ASTM D638	1,500 psi. min.
Sand Penetration MX-45 sand 75 ± 5° F	VTM 101	80% min.

**III. SURFACE PREPARATION AND APPLICATION**

Concrete cracks to be filled shall have reached the 28-day design requirement, shall be dry and free of dust, dirt and other debris prior to filling, and shall be air blasted with oil free compressed air prior to application of the sealer. The concrete surface temperature shall not be less than 55°F when the sealer is applied. The sealer shall be applied during the lowest temperature period of the day, usually between 1 a.m. and 9 a.m., when the cracks are open to the greatest extent. Cracks wider than 1/25 inch shall be filled with dry No. 50 sieve size silica sand prior to placement of the polymer. The polymer shall then be applied directly to the cracks allowing time for the polymer to seep down into the cracks, then making additional applications until cracks are filled. The polymer material may also be spread over designated crack areas and worked into the cracks with a broom or squeegee. Excess polymer shall be brushed off the surface prior to the polymer hardening. Regardless of the application method used, the polymer shall be applied in sufficient quantity and applications to fill cracks level. An application rate of 1 gallon per 100 linear feet or 100 square feet is usually adequate. Application of the polymer crack sealer shall be completed prior to grooving of the deck surface and grooving shall not be performed until the polymer has cured a minimum of 48 hours.

The Contractor shall plan and prosecute the work in such a manner to protect persons, vehicles and the bridge structure from injury or damage. Armored joints shall be covered, scuppers plugged and cracks sealed from underneath or other protective measures necessary to protect traffic, waterways and bridge

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components shall be implemented. In the event polymer materials or solvents harm the appearance of bridge components, removal of such materials will be required as directed by the Engineer. Traffic will not be permitted on the treated surface until tacking will not occur as determined by the Engineer.

**IV. MEASUREMENT AND PAYMENT**

Gravity fill polymer crack sealing will be measured and paid for at the contract unit price per linear foot or square yard as specified. The price bid for such work shall be full compensation for furnishing and applying the silica sand and polymer crack sealer, for vehicular and pedestrian protection, for crack preparation, for protection of waterways and bridge surfaces and for all labor, tools and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Gravity fill polymer crack sealing	Linear foot or Square yard

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**GUIDELINES - PROJECTS HAVING EXPANSION JOINTS CLEANED AND RESEALED.  
EXCEPTIONS: NONE.**

S404D0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SEALING EXPANSION JOINTS**

June 14, 2000  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of cleaning and sealing expansion joints in accordance with the contract documents and as directed by the Engineer.

**II. MATERIALS**

Expansion joint filler and sealer materials shall conform to the requirements of Section 212 of the Specifications.

**III. PROCEDURES**

Expansion joints shall be cleaned and shall be free of oil, grease, existing joint material or any other foreign material. Loose material shall be removed from the joint with oil-free compressed air delivered with not less than 120 cubic feet of air per minute and a nozzle pressure of not less than 90 PSI and not more than 200 PSI.

The Contractor shall protect the edges of pavement adjacent to the joints to be cleaned.

The Contractor shall install joint filler and sealer materials in strict accordance with the manufacturer's written instructions.

Expansion joints shall be filled and sealed in accordance with the requirements of Section 404.05 of the Specifications. Joints to be filled shall be completely dry and the ambient air temperature shall be at least 45° F. The applied sealer and finished joint shall be free of entrapped air. Finished sealer shall conform to the lines and grades of existing pavement surfaces.

**IV. MEASUREMENT AND PAYMENT**

**Clean and seal expansion joints** will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall be full compensation for cleaning joints, furnishing and installing joint filler, joint sealer, removal and disposal of debris, and for all material, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Clean and seal expansion joint	Linear foot

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**GUIDELINES - WHEN REQUESTED BY THE DESIGNER:**  
**EXCEPTIONS: NONE.**

S407A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**METALLIZATION OF FERROUS METAL SURFACES**

January 5, 1998  
Reissued July 9, 2002

**SECTION 407 STEEL STRUCTURES** of the Specifications is amended as follows:

**Section 407.01 Description** is amended to include the following:

All non-stainless ferrous metal, unless galvanized or protected with other specified coatings, shall be metallized as specified herein.

**Section 407.02 Materials** is amended to include the following:

Wire material for metallizing shall be zinc, or 85/15 zinc/aluminum alloy as certified by the manufacturer. The materials shall conform to the following quantitative requirements:

Zinc:

Element	Content (%)
Iron (Fe)	0.0015% max.
Cadmium (Cd)	0.0015% max.
Lead (Pb)	0.003% max.
Copper (Cu)	0.004% max.
Zinc (Zn)	Balance

85/15 zinc/aluminum:

Element	Content (%)
Iron (Fe)	0.020% max.
Copper (Cu)	0.004% max.
Cadmium (Cd)	0.004% max.
Lead (Pb)	0.004% max.
Titanium (Ti)	0.002% max.
Aluminum (Al)	14.0%-16.0%
Zinc (Zn)	Remainder

The manufacturer shall furnish a Certificate of Analysis for each batch of material supplied. Each container or coil wrapping shall be properly labeled to identify component type, supplier, size, batch number and wire lot number.

The size of wire material shall be in accordance with the manufacturer's recommendations for the Flame or Arc Sprayed method. Powder material shall not be used.

All bolts, nuts, and washers shall be hot dipped galvanized, in accordance with ASTM A153.

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Sealers and topcoats, if specified on the plans, shall be selected from one of the following systems:

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Manufacturer	DFT, mils
Carboline:	
Rustbond Penetrating Sealer	1.0-2.0
or Rustbond LT	1.0-2.0
Carboline 133 HB topcoat	2.0-3.0
ICI Devco Coatings:	
Pre-Prime 167	0.5-1.5
Devthane 378 topcoat	2.0-3.0
Xymax:	
Monolock PP	1.5-2.5
Bridge Finish topcoat	1.0-2.0

Material as applied shall not exceed 3.5 pounds per gallon VOC.

**Section 407.04 Fabrication Procedures** is amended to include the following:

Surface preparation for, and application of, metallizing shall be performed in accordance with ANSI/AWS C2.18-93. Flame cut edges shall be ground to remove the carburized surface prior to blasting. Blasting or metallizing shall not be performed when the surface temperature of or metallizing shall not be performed when the surface temperature of the steel is less than 5 degrees F above the dew point as determined by a surface thermometer. Surfaces to be metallized shall be blast cleaned with a grit abrasive to provide a surface profile of 2.0-4.0 mils with an anchor tooth profile that is sharp, clean and free of embedded friable material with minimal peening effect. Steel shot and silica sand shall not be used. Surfaces shall be metallized within 8 hours after blasting. If flash rusting should occur prior to metallizing, the metal surface shall be reblasted. Surfaces shall be metallized to a thickness of at least 5 mils in accordance with the wire manufacturer's recommendation.

Before starting work, the Applicator shall apply the recommended thickness of the coating to a 2" X 4-8" X 0.05" steel coupon and bend it 180 degrees around a 0.5" mandrel to demonstrate the quality and adherence of the coating. Any disbonding or delamination of the coating which exposes the substrate shall require corrective action and additional testing before the metallizing process may continue.

If a sealer is specified, after metallization, bolted surfaces shall be masked off and all other surfaces shall be sealed within 8 hours of metallizing. Sealer and topcoat shall be applied in accordance with the manufacturer's recommendations with regard to application temperature and humidity.

All fully coated and cured assemblies shall be protected from handling and shipping damage with the prudent use of padded slings, dunnage, separators and tie downs. Loading procedures and sequences shall be designed to protect all coated surfaces. Any damaged areas shall be repaired in accordance with the manufacturer's recommendations. Where sealer and/or topcoating is specified, all bolts and areas that were not sealed or topcoated in the shop shall be prepared and sealed or topcoated after erection in accordance with the manufacturer's recommendations.

The Contractor shall provide the Engineer with documentation, which indicates that the applicator has performed successful metallizing work for the last three years.

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**Section 407.07 Measurement and Payment** is amended to include the following:

No separate measurement and payment will be made for metallization of surfaces; therefore, the cost for all labor, materials, transportation, blasting, cleaning, metallizing, sealing and topcoating to the proper completion of the work shall be included in the lump sum price bid for structural steel.



**GUIDELINES - PROJECTS HAVING TOOTH EXPANSION JOINTS:  
EXCEPTIONS: NONE.**

S407B0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
TOOTH EXPANSION JOINT

August 1, 1991  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of furnishing and installing tooth expansion joints in accordance with these specifications and in reasonably close conformity with the lines, grades and locations shown on the plans or established by the Engineer.

**II. MATERIALS**

Materials shall conform to the requirements of Sections 212 and 226 of the Specifications.

**III. PROCEDURES**

Working drawings showing complete details and dimensions of the tooth expansion joint and other pertinent information, shall be submitted to the Engineer for review in accordance with Section 105.02 of the Specifications.

Fabrication shall conform to the requirements of Section 407.

Tooth expansion joints shall seal the deck surface, gutters, curbs, and parapets to prevent water and other contaminants from seeping onto the substructure.

Final sealing of the finished joint shall be completed as soon as practicable after installation.

Surfaces exposed to roadway traffic shall have antiskid provisions.

**IV. MEASUREMENT AND PAYMENT**

Tooth expansion joint will be paid for in linear feet measured along the pavement surface from out to out of the deck slab, complete-in-place for the tooth thickness specified.

Payment shall be full compensation for furnishing and installing tooth expansion joint and all necessary components and anchoring devices and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Tooth Expansion Joint (Tooth thickness)	Linear Foot

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**GUIDELINES - PROJECTS HAVING STEEL TO BE PAINTED.**  
**EXCEPTIONS: NONE.**

S411A2B-0105

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION  
**SECTION 411—PROTECTIVE COATING OF METAL IN STRUCTURES**

November 29, 2004

**SECTION 411—PROTECTIVE COATING OF METAL IN STRUCTURES** is completely replaced by the following:

**411.01—Description**

- (a) **Scope of Work:** This work shall consist of preparing and coating ferrous metal surfaces on new and existing structures, including, (but not limited to), main units, diaphragms, bearing assemblies, shop and field contact surfaces, surfaces in contact with concrete, parts designed to be embedded in concrete, rails, expansion joints, drainage systems, utility lines, and attachments, in accordance with these specifications.
- (b) **Classification of Structures:** Existing structures will be classified on the plans by the Department as follows:

**Type A:** Structures that have no coatings or that have coatings, which do not contain hazardous materials.

**Type B:** Structures that have coatings that may generate hazardous wastes.

Should the structure require application of a coating and no classification is specified in the contract documents the Contractor shall bid Type B.

**Galvanized surfaces and surfaces protected with other coatings** shall not be coated unless otherwise specified. Cast, ductile and nodular iron castings need not be coated. Application procedures not specified herein, shall be as specified by the manufacturer and approved by the Engineer.

**411.02—Materials**

- (a) **Coating** shall conform to the requirements of Section 231 of the Specifications.
- (b) **Water used in cleaning operations** shall be potable.
- (c) **Abrasives used in cleaning operations** shall be one of the following categories:
1. **Expendable** abrasives shall conform to SSPC-AB 1 Type I or Type II Class A except that silica and quartz sands will not be allowed. The abrasive shall not contain total levels of any of the heavy metals listed in 40 CFR 261.24 Table 1 in excess of 20 times the specified regulatory leachable limits. The abrasive shall be selected from the Department's approved products list.
  2. **Recyclable** abrasives, newly manufactured or re-manufactured steel, shall conform to the requirements of SSPC-AB 3. Recycled abrasive shall be checked by the Contractor for oil contamination prior to start up and at least once per 8-hour shift in accordance with

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the requirements of VTM-82. Recycled abrasive shall not contain non-abrasive residue in excess of the requirements of SSPC-AB 2.

#### 411.03—Certifications

- (a) **QP-1:** Effective August 1, 2001, the Contractor shall be certified to perform coating operations on all new and existing steel structures, Types A and B. Prior to performing coating applications, the Contractor shall submit proof of certification meeting the criteria of SSPC QP-1 Standard Procedure for Evaluating Qualifications of Painting Contractors, Field Applications in Complex Structures. This certification requirement will be waived for structural steel repairs and the replacement of structural components including, but not limited to, diaphragms, bearing assemblies, cross frames, stiffeners, connector plates and beam repairs provided such work is performed in accordance with all applicable OSHA and environmental requirements for the type and scope of work specified.
- (b) **Certified Industrial Hygienist (CIH) or SSPC QP-2:** If the project work involves the removal of greater than 100 square feet of coating from a Type B Structure the Contractor shall maintain a SSPC QP-2 certification and assign an SSPC Supervisor/Competent person to oversee activities to protect the environment throughout the project. Alternatively, the Contractor can employ a Certified Industrial Hygienist (CIH) currently certified by the American Board of Industrial Hygiene to perform the aforementioned oversight activities in lieu of the SSPC QP-2 certification and SSPC Supervisor/Competent person requirement. The Environmental Plan described in Section 411.08 shall be prepared by the SSPC QP-2 certified organization or approved by a CIH. The QP-2 Supervisor/Competent Person or CIH shall be present during startup, surface preparations, removal operations, and waste removal/disposal activities to ensure environmental protection. The QP-2 Supervisor/Competent Person or CIH shall submit written certification at the completion of the project that the plan fully complied with all applicable regulations and was fully implemented.
- (c) **Professional Engineer:** If the project involves the erection of any containment structure with the bridge serving as the primary means of support, then the Contractor shall describe such system as specified in Section 411.08 (a) and provide certification by a Professional Engineer, licensed in the Commonwealth of Virginia. This requirement is waived for any containment structure with a total weight bearing capacity of less than 1000 pounds.

#### 411.04—General Surface Preparation and Application Standards

Prior to coating, surfaces shall be free from rust, loose or brittle paint, chalking, oil, grease, salt contaminants, dirt and other substances that would prevent coating from adhering tightly. Surfaces shall be prepared in accordance with SSPC Specifications. Surface conditions and finished surface profiles shall conform to SSPC-Vis Standards or NACE Comparators.

Should an area of steel that has previously been cleaned become soiled, contaminated or rusted, the Contractor shall reclean that area to the satisfaction of the Engineer prior to application of coating at no additional cost to the Department.

Regardless of the method of cleaning, all surface imperfections described in the “*Procedures Following Blast Cleaning and Immediately Prior to Painting Section of SSPC-SP 10*”, and any other matter which will prohibit a smooth unobstructed surface for the application of the specified coating, shall be removed.

##### (a) Application Conditions

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**Preparing Surfaces To Be Coated:** The Contractor shall keep contaminants from coming in contact with surfaces during surface preparation and coating operations. Unsealed connections, small cracks, cavities and depressed areas on flanges shall be filled in accordance with the requirements of Section 407 of the Specifications.

Prior to application of coating, the surface shall be prepared according to one or more of the following methods. Except as provided herein, all surfaces being coated shall be cleaned in accordance with the requirements of Method 1 prior to other surface preparation methods.

1. **Method 1:** Solvent, emulsion, or steam shall remove oil, dust, dirt, grease, concrete, chalking, and salt in accordance with the requirements of SSPC-SP-1. Contaminated solvent shall be removed before it evaporates by wiping or rinsing with clean solvents to prevent a film of contaminants from remaining on the surface. Solvent wiping may be required between coats. All solvents used in the work shall be as recommended by the paint manufacturer.
2. **Method 2:** Hand-tool cleaning shall remove loose coating, loose rust, and loose mill scale in accordance with the requirements of SSPC-SP-2.
3. **Method 3:** Power-tool cleaning shall remove loose coating, loose rust, and loose mill scale in accordance with the requirements of SSPC-SP-3.
4. **Method 4:** Power-tool cleaning shall remove coating, rust, and mill scale to bare metal in accordance with the requirements of SSPC-SP-11.
5. **Method 5:** Abrasive blast cleaning shall remove visible coating, rust, and mill scale in accordance with the requirements of SSPC-SP-10/NACE No. 2 (National Association of Corrosion Engineers). Abrasives shall be recycled unless otherwise specified or approved by the Engineer. If an expendable abrasive is used on a Type B structure, it shall be used in conjunction with a process that will allow beneficial reuse of the expended product. Recyclable abrasive containing rust that adversely affects cleanliness of the blasted surface will not be permitted.

After blast cleaning, the surface profile shall be from 1 to 3 mils in a dense uniform pattern of depressions and ridges as determined by a spring micrometer with surface profile replica tape in accordance with ASTM D 4417 Method C. Both shop-blasted and field-blasted surfaces shall be coated within 24 hours. If rust bloom develops, blast cleaning shall be repeated at no additional cost to the Department.

6. **Method 6:** Brush-off blasting shall remove loose or brittle coating, loose rust, and loose mill scale in accordance with the requirements of SSPC-SP-7/NACE No.4.
7. **Method 7:** Low pressure water cleaning shall remove dust, debris, and salt contaminants. The pressure washer shall be capable of achieving 2000 psi at the nozzle when used prior to blast cleaning and 5000 psi at the nozzle when used to remove loose or brittle coatings. When using the power washing equipment, the nozzle shall be maintained no more than 10 inches from the surface. Any detergents or cleaners used in conjunction with this method shall be recommended by the coating's manufacturer and as approved by the Engineer. Method 7 can be used exclusively (i.e. in lieu of Method 1) for the cleaning of new shop-primed or new field-primed steel provided that no oil or grease is present or that oil and grease are removed separately by Method 1.

Regardless of which method of surface preparation is used, the Contractor shall collect and contain all solid and liquid waste, except for new steel that is cleaned by Method 7.

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Any water generated from cleaning new shop-primed or new field-primed steel by Method 7 (provided that no detergents or cleaners were utilized), shall be directed to the bridge approaches or stream bank, but shall not be directly discharged into any waterway. This exception does not apply to waste generated from surface preparation of galvanized steel, which shall be captured and disposed in accordance with Section 411.07(b). The waste material(s) generated from work performed on Type B Structures shall be tested by the EPA Method 1311 Toxicity Characteristic Leaching Procedure (TCLP) and corresponding EPA 6000 or 7000 series metals analytical method for, but not limited to, the following metals to determine if the waste material(s) requires management as hazardous waste: arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver, the exception to this testing protocol is that waste generated from abrasive blasting with recycled steel abrasives (for Method 5) shall be tested for total concentrations of the aforementioned heavy metals in lieu of the TCLP analysis. All waste material(s) shall be disposed of in accordance with all federal, state and local regulations.

**(b) Physical Application**

**Application:** The Contractor shall conform to SSPC-PA 1 for coatings application. Coating shall not be applied under conditions shown below, unless recommended by the manufacturer and approved by the Engineer. Without manufacturer's recommendation and the approval of the Engineer, coatings shall not be applied when:

1. air, coating, or metal temperature is below 40 degrees F
2. air, coating, or metal temperature is expected to fall below 40 degrees F before the coating has cured
3. snow, sleet, or rain is falling
4. moisture is visible on metal
5. humidity is above 85 percent
6. the temperature of the steel or metal surface to be coated may cause blistering as indicated in the manufacturer's product data sheet
7. the steel surface temperature is less than 5 degrees F above the dew point or is expected to fall to that point before the coating has dried or cured, and
8. in no case shall System W as shown in Table IV-6 be applied unless the air, steel surface and material temperature is above and maintained above 50 degrees F and rising.

Prior to application of coatings, the surface shall be dry. Coatings shall be applied in a neat and orderly manner by brushing, rolling, or spraying as recommended by the manufacturer. However, rollers, daubers, or sheepskins shall not be used to apply zinc-rich coatings.

Zinc-rich coatings may be applied by brush, limited to isolated areas of 1 square foot or less.

Application of coating shall provide a tight film of specified uniform thickness well bonded to metal or underlying coating, including crevices and corners, and shall be free from laps, streaks, sags, runs, overspray, dryspray, shadow-through, skips, excessive film build-up, mud cracking, misses, and other defects.

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Beam edges, bolts, washers and nuts shall receive a stripe coat prior to the full coat application. If a multi-coat system is being applied, beam edges, bolts and nuts shall be striped prior to each coat except that a stripe coat will not be required for a zinc-rich primer. Stripe coatings shall dry or cure to touch before overcoating.

Deficient, impaired, or damaged areas of each coat shall be repaired using material from the Department's approved systems list. Two-component, solvent-based, inorganic zinc shall be considered cured when only trace amounts are removed in accordance with the requirements of ASTM-D4752.

Successive coatings shall not be applied until each preceding coat has dried and cured in accordance with the requirements of the manufacturer's recommendations and has been approved by the Engineer. Coatings shall be applied in accordance with the requirements of Table IV-6.

**TABLE IV-6  
COATING SYSTEMS**

<b>System</b>	<b>Coat</b>	<b>Coating</b>	<b>Min. Dry Film Thickness (DFT) (mil)</b>
B	Primer Intermediate Finish	Zinc-rich (from approved systems list)	
F	Primer Finish	No. 14 No. 14 or as specified in Section 231.03(c) or 231.03 (d)	5.0 5.0
W	Primer Intermediate Finish	No. 101 Federal No.595-30045 No. 102, White No. 103*	2.0-4.0 2.0-4.0 2.0-4.0**

\* Color as specified. If not specified, color shall be Federal No. 595-26307.

\*\* DFT shall be no less than specified thickness, however it shall completely cover the intermediate coat.

**Mixing:** Coatings shall be mixed in accordance with the requirements of the manufacturer's instructions. Zinc-rich coatings shall be applied from containers equipped with a mechanical agitator, which shall be in motion throughout the application period unless otherwise specified by the manufacturer. Coatings shall not be thinned beyond the Volatile Organic Compound (VOC) limit or the manufacturer's recommendation, whichever is the most restrictive. Individual components of multi-component coatings shall be mixed separately, prior to mixing with other components of the kit. Mixing shall be by use of a power mixer. Multiple component material shall not be mixed in proportions less than packaged quantities.

**(c) Quality Control**

**Measuring film thickness** The dry-film thickness of coating will be determined by the Engineer with a Tooke gage when the thickness of previous coatings are not known and with a magnetic dry-film thickness gage when the previous thickness is known. The magnetic gage will be used and calibrated in accordance with the requirements of SSPC-PA-2. The

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Contractor shall repair test areas at no additional cost to the Department. The method of repair shall conform to methods as outlined in this Section or as approved by the Engineer.

- (d) **Record Keeping and Protective Coating Identification:** The Contractor shall maintain a record that establishes and describes the location and limits of the work area where protective coating removal or application has been accomplished. Such records shall be maintained and completed on a daily basis and shall provide at minimum the following information: Contractor's name, date, time work began, time work is completed, ambient air and structure temperature and relative humidity ranges during coating operation, surface cleanliness and profile measurements, and dry film thickness and name of coating system applied. The record shall include a mapping indicating areas where the protective coating has been applied as accurately located on the actual bridge structure; except structures as described in 411.05(b) 3. Daily record and mapping format shall meet the approval of the Engineer and shall be established prior to commencement of work. The daily records and mappings shall be maintained in a 3-ring binder throughout the duration of the project. Prior to final acceptance, the Contractor shall submit to the Engineer the 3-ring binder complete, and shall certify that all information contained therein is factual and correct.

For new steel and after recoating an existing structure, after the final coat has cured, the Contractor shall stencil on the structure a legend indicating the type of coating system(s) and the month and year in which it was applied. The legend shall be placed inside a fascia stringer near an abutment at a location approved by the Engineer and shall be black in color.

#### **411.05—Existing Structures**

Coated steel structures built before 1978 and weathering steel ASTM A709, Grade 50W (ASTM A588) structures may contain mill scale.

- (a) **Bare Steel:** Uncoated ASTM A709, Grade 50W (ASTM A588) weathering steel shall be cleaned in accordance with the requirements of Method 5 and shall be coated with System B. The following areas of weathering steel shall be coated as indicated below:

1. All areas within 5 feet of a deck joint, including, but not limited to cross frames, diaphragms, stiffeners, connector plates, girders, and beams.
2. The entire outside surface of fascia girders and beams, including the underside of the bottom flange.

These areas shall be thoroughly cleaned to no less than 6 inches outside the area to be coated, and shall be coated with System B.

- (b) **Coating Remaining:** Coating application will be specified as follows:

1. **Prepare and spot coat existing structure:** All surfaces being coated shall be prepared in accordance with Method 1 followed by Method 7 using a pressure of 5000 psi at the nozzle. Rust shall be removed in accordance with Method 4 or Method 5. Prepared areas shall be spot-primed with primer from the system specified. Intermediate and finish coat shall be applied to spot-primed areas only and shall be feathered into the existing finish coat to produce a uniform homogeneous appearance with the existing structure. The coating system shall be as specified on the plans. If no system is specified, System W shall be used.
2. **Prepare and overcoat existing structure:** Prepared areas shall be spot-primed with primer from the system specified. Intermediate and finish coat shall be applied to the

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entire structure. The coating system shall be as specified on the plans. If no system is specified, System W shall be used.

The entire structure shall be cleaned in accordance with the requirements of Method 1 followed by Method 7 using a pressure of 5000 psi at the nozzle. Areas to be primed and coated shall be prepared in accordance with Method 5 or Method 4.

3. **Recoat existing structure:** The entire structure shall be cleaned in accordance with the requirements of Method 1 followed by Method 7 using a pressure of 2000 psi at the nozzle. The entire structure shall be cleaned to bare metal in accordance with Method 5. The structure shall be recoated using System B.
4. **Coating new steel members used to repair existing structure:** Unless otherwise directed or approved by the Engineer, the newly installed steel members shall be cleaned to bare metal in accordance with Method 5. Prepared areas shall extend 6-inches beyond new steel member into the existing structure at the point of repair and shall be spot-primed with primer from the system specified. Intermediate and finish coat shall be applied to spot-primed areas only and shall be feathered into the existing finish coat to produce a uniform homogeneous appearance with the existing structure. The coating system shall be as specified on the plans. If no system is specified, System W shall be used.
5. **Zone coating:** All surfaces shown on the plans or in the contract as being zone coated shall be cleaned in accordance with the requirements of Method 1 followed by Method 7 using a pressure of 2000 pounds per square inch at the nozzle. The entire area designated for zone coating shall be prepared in accordance with Method 5.

Areas designated for zone coating shall be primed and coated using a coating system selected from the Department's approved zinc rich paint systems list.

If a winter season elapses between application of coats, the structure shall be prepared again in accordance with the requirements of Method 1 prior to resuming application of additional coatings and at no additional cost to the Department.

Existing steel on structures to be widened shall not be prepared and coated, unless otherwise specified. When specified on the plans for coating, the entire coating on the existing structure shall be removed in accordance with the requirements of Method 5 and the existing structure shall be coated with the same system as required on the new steel.

#### 411.06—New Structures

Non-stainless ferrous metal shall be coated using System B as specified in Table IV-6.

- (a) **Shop Coating:** Metal surfaces to be coated shall be abrasive blast cleaned in accordance with the requirements of Method 5 prior to application of primer. Material shall not be shipped until the primer has cured.

Machine-finished surfaces and/or areas that are to bear on other surfaces in a sliding movement shall not receive an applied protective coating as specified in Table IV-6 but shall be coated with a multipurpose grease or other specified coating prior to shipment.

Erection and weight marks shall be stenciled or painted on structural steel subsequent to application of shop primer. No other lettering shall be allowed.

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The following areas of ASTM A709, Grade 50W (ASTM A588) weathering steel shall be coated:

1. All areas within 5 feet of a deck joint, including, but not limited to cross frames, diaphragms, stiffeners, connector plates, girders, and beams.
2. The entire outside surface of fascia girders and beams, including the underside of the bottom flange.

These areas shall be thoroughly cleaned to no less than 6 inches outside the area to be coated, and shall be coated with System B.

All deficiencies and nonconformities shall be satisfactorily corrected prior to shipment.

- (b) **Field Coating:** Field application of coatings shall not be performed until concrete work is completed and forms are removed. Concrete deposited on coated steel surfaces shall be removed. Prior to coating, surfaces shall be cleaned in accordance with the requirements of Method 7 as described in Section 411.04(a) using a pressure of 2000 psi at the nozzle. All uncoated surfaces and deficient or damaged areas shall be cleaned in accordance with requirements of the coating manufacturer and touch-up primed with a primer from System B.

If a winter season elapses between application of coats, the structure shall be prepared again in accordance with the requirements of Method 7 and at no additional cost to the Department.

After installation and approval by the Engineer, galvanized bolts or bolts protected with approved coatings shall be cleaned with water-based biodegradable cleaner, and followed by a potable water rinse. All other erection bolts that will be coated shall be degreased and abrasive blasted in accordance with Section 411.04. Suitable precautions shall be taken to mask off the surrounding primed area to prevent overblasting. Cleaning agents and rinse water shall be collected and disposed of in accordance with applicable state and federal regulations. After cleaning, bolts shall be coated with the identical intermediate and topcoats being applied to the rest of the structure. If additional surface preparation of galvanized bolts is required, preparation shall be as recommended by the coating manufacturer.

Surfaces that will be inaccessible after assembly and erection shall be coated prior to assembly.

When the superstructure is concrete, the color of bearing assemblies shall be Gray, Federal No. 595-26307.

ASTM A709, Grade 50W (ASTM A588) weathering steel topcoat shall be Brown, Federal No. 595-20059. Other structures finish topcoatings shall be Gray, Federal No. 595-26307, unless otherwise specified on the plans. When only portions of a structure are designated for coating, the edges of coated areas shall be masked to a straight line.

#### 411.07—Galvanized Surfaces

- (a) **Existing Uncoated:** The surface shall be prepared in accordance with Method 1 or Method 7. Rust shall be removed using Method 2 or Method 3. The surface shall be coated with a coating system from the Department's approved list.
- (b) **New Surface:** New galvanized surfaces that are to be coated shall not be quenched or chromate treated by the galvanizer. Prior to coating, galvanized surfaces shall be prepared in accordance with Method 1.

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In the event new galvanized material is supplied to the project that has been quenched or chromate treated and the Department directs such material be coated, the Contractor shall prepare the surface in accordance with ASTM D 2092 Method A or Method G. If surface preparation is performed in the field, the Contractor shall collect and contain all solid and liquid waste. Waste shall be characterized and disposed of in accordance with Section 411.08(c) for a Type B structure. Any additional cost for surface preparation, waste collection, waste characterization and disposal associated with the coating of quenched or chromate treated galvanized material as directed by the Department will be in accordance with Section 109.05. The surface shall be coated with a coating system from the Department's approved list.

#### **411.08—Environmental Protection**

In accordance with the requirements of Section 107 Legal Relations and Responsibility to the Public, the Contractor shall protect the public and the environment from leaded paint or hazardous material resulting from coating preparation (cleaning) removal operations, blast abrasive, rust and over spray.

Depositing or dropping waste materials into water, onto the ground, or onto roadways or outside the containment system will not be permitted. Waterways and all travel-ways shall be protected against coating drift and overspray. All equipment and containment devices shall arrive at the site in a decontaminated condition and shall be decontaminated prior to relocating or moving unless otherwise properly disposed. All residues from decontamination and any disposable items shall be properly disposed of according to all applicable federal, state and local regulations.

The Contractor shall at all times be in compliance with these specifications and the regulations of, but not exclusive to, the following agencies: U. S. Environmental Protection Agency, U. S. Department of Transportation, Virginia Department of Environmental Quality, Virginia Department of Labor and Industry, and the U. S. Coast Guard.

- (a) **Environmental Plan:** Where surface preparation operations are required, the Contractor shall submit a detailed site-specific environmental plan to the Engineer for Department records and review for completeness only, not approval. The Contractor shall provide one comprehensive plan that covers all facets of operation. No work shall proceed until the Engineer has notified the Contractor that the plan contains all the necessary elements. The Environmental Plan shall include controls for capture, containment, collection, storage and transportation of waste material generated by the work. The Contractor shall use the most effective method possible for capture, collection, containment and transportation operations. Plans shall include measures for accidental spill cleanup.

The Environmental Plan shall be certified by a Supervisor/Competent Person from a SSPC QP-2 Certified Organization or a "Certified Industrial Hygienist" (CIH) currently certified by the American Board of Industrial Hygiene. If the project design involves the erection of a supported containment system with a total weight bearing capacity of greater than 1000 pounds, the plan shall also be reviewed and certified by a Professional Engineer, registered in the Commonwealth of Virginia as to the design acceptability for the structural load of the containment system on the bridge.

After project award but not less than three weeks prior to commencing operations covered by this plan, the Environmental Plan shall be submitted to the Engineer. Within two weeks of receipt, the Department will review the submitted plan for completeness. Should deficiencies in the plan exist, the plan will be returned to the Contractor for incorporation of revisions as noted by the Engineer. The Contractor shall make such revisions and submit completed plans for the Engineer's record prior to commencing operations. In no case shall the

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Contractor begin work prior to the Engineer's receipt and review of a satisfactorily complete plan.

- (b) **Monitoring:** Visual inspections of the containment structures, dust collector and abrasive recycling equipment shall be continuously performed to detect and control any emissions into the unconfined air space. Emissions will not be permitted outside the containment system. Visual emissions outside the containment system shall immediately be corrected to comply with emission standards. Minimal visible air emissions will be allowed for properly operating vacuum-assisted power tools provided that a secondary means for collecting large particles is employed and the technology is applied using usual and customary industry practices. Excessive emissions caused by improperly operated or functioning equipment shall be immediately corrected. Adequate lighting shall be provided as necessary to aid visual inspections.

Perimeter air monitoring shall be performed, as directed by the Engineer through review comments on the Environmental Plan submission, using high volume air samplers equipped for the collection of total suspended particulate (TSP) samples. The filters shall be analyzed for lead in accordance with EPA 40 CFR Part 50 Appendix G for a minimum of 8 hours per day of operation. Samples shall be collected within 500 feet downwind of paint abatement, dust collection and abrasive recycling equipment. Perimeter monitoring results shall be maintained below the National Ambient Air Quality Standard for lead (40 CFR Part 50) using the Adjusted Daily Allowance (ADA) procedure outlined in SSPC-Guide 6 Method D. The results of all sample analysis shall be submitted to the Engineer as soon as they are available. Should emissions exceed the limits set herein or material begin to reach the ground or enter state waters, the Contractor shall notify the Engineer and operations shall be halted until such time that corrective actions are implemented.

- (c) **Waste Characterization and Disposal:** Material removed from Type A structures shall be disposed of as a non-hazardous waste in accordance with the requirements of paragraph (d) 1 herein.

Material removed from Type B structures shall be contained, collected, and stored in closed 55-gallon DOT approved steel drums or portable metal roll-off containment refuse disposal bins. For small quantities of waste, approved 5 gallon (19 liter) containers may be used.

The Contractor shall, with the oversight of the Engineer; collect and provide to the Department samples for analysis at the following frequency:

Containers	Samples
1	1
2-6	2
Over 6	1 for every three containers

All samples shall be randomly collected and shall be representative of the contained waste. Waste shall not accumulate for more than 30 days before samples are collected. A laboratory certified by the American Industrial Hygiene Association to perform lead analysis and approved by the Department shall perform the testing. Testing will be performed in accordance with Section 411.04(a). The Department shall pay the cost of all tests performed by the laboratory. Waste generated from abrasive blasting with recycled steel abrasive shall be classified as hazardous if the total lead level exceeds 0.01percent. If the material is declared to be a hazardous waste by the Department, the Contractor shall dispose of the material in accordance with the requirements of Section 411.08(d)3.

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Each structure shall have a separate lockable storage area for waste material located immediately adjacent to the structure. The Contractor shall collect the material at the end of each workday and shall transport the waste material to the storage area in a closed container that will not permit leakage. Each container shall be marked indicating the origin of the material; the date the material was placed in the storage area; and a 24-hour telephone number of the Contractor and VDOT representative. Prominent warning signs shall be displayed around the perimeter of the storage. The signs shall be located at a distance from the storage area that will allow personnel to read the sign and take the necessary protective actions required before entering the storage area. All warning signs and notices shall be posted in accordance with CFR 29 Part 1926, Section 62.

One centralized storage site may be used to store waste materials from structures at adjacent projects provided that transport of waste over roads open to the public is not required and that the materials shall be labeled and stored separately. If a centralized storage location is used, suitable security fencing shall be installed around the perimeter of the centralized storage area to prevent unauthorized access. The Contractor shall establish this site, with Department approval, prior to beginning any coating removal.

The site for the temporary storage of the waste material shall be approved by the Engineer and shall not be located within a flood plain or drainage area or where water will pond. The site shall have a berm around the perimeter to ensure spill control. Containers of waste material shall have tops secured and be covered with waterproof coverings, and the site shall be secured. If such a site is not available immediately adjacent to the structure, an alternate location on state property shall be used as approved by the Engineer.

**(d) Disposal:**

1. Solid waste material from Type A structure or waste from a Type B structure that is determined by the Department not to be a hazardous waste shall be disposed of in a sanitary (*RCRA Subtitle D*) or licensed industrial landfill that has a permit from the Virginia Department of Environmental Quality or an equivalent state or federal agency for out-of-state disposal facilities. The Contractor shall identify the landfill used by name, address and permit number and shall certify that the waste material was properly disposed.
2. Liquid waste from Type A and Type B structures that is determined by the Department not to be a hazardous waste shall be legally disposed of in a Publicly Owned Treatment Works Facility (POTW). The Contractor shall identify the POTW used by name, address and permit number and shall certify that the waste material was properly disposed.
3. If waste material from Type B structures is classified as hazardous, the Contractor shall obtain a provisional hazardous waste generator number from Virginia Department of Environmental Quality in accordance with applicable federal and state regulations, and shall legally store, pack, label and ship such material by a transporter with a RCRA Hazardous Waste Transporter permit to a RCRA Subtitle C, Treatment Storage and Disposal Facility (TSDF) for treatment and disposal. The Contractor shall prepare the hazardous waste shipping manifest and provide to the Engineer for signature. One copy of the manifest shall be signed and dated by the licensed TSDF designated in the manifest and shall be forwarded by the Contractor to the Engineer for his records.

- (e) Certifications:** The Environmental Plan shall be implemented in accordance with the provisions contained therein; any deviations from the plan shall be separately approved by the Engineer. The individual providing the plan certification shall at a minimum be present during startup and removal operations to ensure that the plan is fully implemented. Within

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one week following completion of the lead-based paint activities, the Contractor shall submit for the Engineer's record, written certification by the SSPC QP-2 Supervisor/Competent Person or CIH, including notations of any areas of non-compliance and corrective actions taken, that all work has been completed in full compliance with all applicable regulations and requirements as set forth in these specifications and that the plans on record were fully implemented. The Contractor shall forward for the Engineer's record one copy of the Environmental Plan complete with all revisions and results from the air monitoring activities, including notations of any areas of non-compliance and corrective actions taken.

#### **411.09—Health and Safety**

In accordance with the requirements of Section 107, the Contractor shall protect the health and safety of the workers, the public and the environment from leaded paint or hazardous material resulting from coating preparation (cleaning) removal operations, blast abrasive, rust and over spray.

- (a) **Plan:** The worker health and safety plan shall be in accordance with the requirements of Virginia Occupational Safety and Health Administration requirements, 29 CFR 1926.62 requirements and the applicable requirements of 29 CFR 1910.1025 and other applicable toxic metal standards, whichever is more restrictive.

The worker health and safety plan shall be approved by a Certified Industrial Hygienist (CIH) currently certified by the American Board of Industrial Hygiene or by a SSPC QP-2 Supervisor/Competent Person.

These plans shall not be submitted to the Engineer for approval, but shall be submitted for the Engineer's review and record. After project award but not less than three weeks prior to commencing operations, the worker health and safety plan shall be submitted to the Engineer.

Within two weeks of receipt, the Department will review the submitted plan for completeness. Should deficiencies in the plan exist, the plan will be returned to the Contractor for incorporation of revisions as noted by the Engineer. The Contractor shall make such revisions and submit completed plans for the Engineer's record, prior to commencing operations. In no case shall the Contractor begin work prior to the Engineer's receipt and review of a satisfactorily complete plan.

- (b) **Monitoring:** The CIH or SSPC QP-2 Supervisor/Competent Person providing plan approval or a qualified designated representative shall be present during start-up, surface preparation periods and as needed during removal operations throughout the duration of the project to ensure the provisions of the worker safety and health plans are properly implemented.
- (c) **Certification:** At completion of the project, the CIH or SSPC QP-2 Supervisor/Competent Person shall submit a written statement of certification for the Engineer's record, complete with all revisions including notations of any areas of non-compliance and corrective actions taken, that the worker health plans fully complied with all regulations and that the plans were fully implemented.

#### **411.10—Measurement and Payment**

**Coating of new metal on structures** will not be measured for separate payment but shall be included in the price for structural steel or metal items. When a pay item, coating of new metal in or on structures will be paid for at the contract lump sum price per structure.

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**Prepare and spot coat existing structure**, when a pay item, will be measured in square feet of surface area and will be paid for at the contract unit price per square foot.

**Prepare and overcoat existing structure**, when a pay item, will be paid for at the contract lump sum price per structure.

**Recoat existing structure**, when a pay item, will be paid for at the contract lump sum price per structure.

**Zone coating of existing structure**, when a pay item, will be paid for at the contract lump sum price per structure.

These prices shall include washing, surface preparation, and applying protective coating.

**Environmental protection and health and safety** will be paid for at the contract lump sum price per structure. This price shall include containment operation, regulation compliance, environmental protection plan preparation and approval and worker health and safety plan preparation and approval, providing CIH and SSPC QP-2 Supervisor/Competent Person monitoring services, worker protection and all other related costs.

**Disposal of material** will be paid for at the contract lump sum price per structure. This price shall include transporting, storing, and disposal.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Coating of new metal on structures (B or Str. No.)	Lump sum
Prepare and spot coat existing structure (B or Str. No. and type)	Square foot
Zone coating of existing structure (B or Str. No. and type)	Lump sum
Prepare and overcoat existing structure (B or Str. No. and type)	Lump sum
Recoat existing structure (B or Str. No. and type)	Lump sum
Environmental protection and health and safety (B or Str. No.)	Lump sum
Disposal of material (B or Str. No. and type)	Lump sum

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**GUIDELINES - PROJECTS HAVING WIDENING, REPAIRING OR RECONSTRUCTION OF SUPERSTRUCTURES ONLY (MILLING AND OVERLAYING).  
EXCEPTIONS: NONE.**

S412A2B-0105

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 412 WIDENING, REPAIRING, AND RECONSTRUCTING EXISTING STRUCTURES**

September 8, 2004

**SECTION 412 WIDENING, REPAIRING, AND RECONSTRUCTING EXISTING STRUCTURES** of the Specifications is amended as follows:

**Section 412.01 Description** is amended to add the following:

The Department will specify whether latex hydraulic cement concrete or silica fume hydraulic cement concrete will be used on bridge deck in the widening, repairing, or reconstruction of existing structures. The specific overlay deck material and the depth of the overlay will be shown in the contract documents.

**Section 412.02 (b) Hydraulic cement concrete and latex hydraulic cement concrete** is replaced with the following:

**Hydraulic cement concrete and latex hydraulic cement concrete** shall conform to the requirements of Section 217, except that the course aggregate shall be Size Number 7, Number 8, or Number 78 for depths and steel clearances less than 2 inches and shall be Size Number 57, Number 7, Number 8, or Number 78 for depths more than 2 inches. An approved accelerator may be permitted when justified by traffic conditions.

**Section 412.03 (a) Bridge Superstructure Repairs** is amended to replace 1. with the following:

1. **Type A milling** shall consist of milling the surface of the bridge deck and concrete approaches to a depth of 1/2 inch.

Equipment shall be capable of removing material to the required depth while maintaining a reasonably uniform surface without damaging adjacent areas or the remaining material. Milling equipment shall be capable of removing at least 1/2 inch of existing material per pass. Power driven hand tools for removing unsound concrete around reinforcing steel and in confined areas will be required.

**Section 412.04 Measurement and Payment** is amended as follows:

The ninth and tenth paragraph is replaced with the following:

**Latex Hydraulic Cement Concrete** will be measured and paid for at the contract unit price per square yard on a plan quantity basis. The price bid will be full compensation for producing, delivering, and placing the latex hydraulic cement concrete mix to the job site. This price shall also include handling, finishing, and curing the latex hydraulic cement concrete, and for all material, labor, tools, equipment, and incidentals necessary to complete the work. Latex hydraulic cement concrete shall be placed within the range of depth specified and verified by the Engineer prior to and during placement operations. The Engineer may direct additional depth of latex hydraulic cement concrete to address cross slope and other surface irregularities and rideability issues. Additional latex hydraulic cement concrete beyond the depth range of the pay item that is requested to address such issues at the direction of the Engineer will be

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compensated for in accordance with Sections 104.02 and 109.05 of the Specifications. Only those volumes of additional latex hydraulic cement concrete that are approved by the Engineer prior to or during the placement of the overlay will be considered for payment. Payment will be made for the actual cost only for furnishing the mixture to the jobsite.

**Silica fume hydraulic cement concrete** will be measured and paid for at the contract unit price per square yard on a plan quantity basis. The price bid will be full compensation for furnishing silica fume hydraulic cement concrete, placing, handling, finishing and curing the silica fume hydraulic cement concrete and for all material, labor, tools, equipment and incidentals necessary to complete the work. Silica fume hydraulic cement concrete shall be placed within the range of depth specified and verified by the Engineer prior to and during placement operations. The Engineer may direct additional depth of silica fume hydraulic cement concrete to address cross slope and other surface irregularities and rideability issues. Additional silica fume hydraulic cement concrete beyond the depth range of the pay item that is requested to address such issues at the direction of the Engineer will be compensated for in accordance with Sections 104.02 and 109.05 of the Specifications. Only those volumes of additional silica fume hydraulic cement concrete that are approved by the Engineer prior to or during the placement of the overlay will be considered for payment. Payment will be made for the actual cost only for furnishing the mixture to the jobsite.

**Section 412.04 Measurement and Payment** is amended to delete the following Pay Items and Pay Units:

<b>Pay Item</b>	<b>Pay Unit</b>
Furnishing (latex or silica fume) hydraulic cement concrete	Cubic Yard
Placing (latex or silica fume) hydraulic cement concrete	Square Yard

and to add the following Pay Items and Pay Units:

<b>Pay Item</b>	<b>Pay Unit</b>
Latex hydraulic cement concrete (1 ¼ inches – 1 ¾ inches)	Square Yard
Silica fume hydraulic cement concrete (1 ¼ inches – 1 ¾ inches)	Square Yard

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**GUIDELINES - PROJECTS REQUIRING RIPRAP.  
EXCEPTIONS: NONE.**

S414A0B-0807

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 414—RIPRAP**

December 20, 2006

**SECTION 414—RIPRAP** of the Specifications is amended as follows:

**Section 414.03(e)—Erosion Control Stone** is replaced by the following:

(e) **Culvert Outlet Protection:**

1. **Class 1** material shall be soil stabilization mats conforming to the requirements of sections 244 and 606.
2. **Class 2,3, & 4** material shall be stone conforming to the requirements of (a) herein for weight and shall be placed in a manner to present an irregular or rough surface.

**Section 414.04—Measurement and Payment** is amended to replace **Erosion Control Stone** with the following:

**Culvert outlet protection** will be measured in square yards of surface area for the class specified and will be paid for at the contract unit price per square yard. This price shall include excavating, backfilling, preparing the surface, furnishing and installing geotextile bedding material when required, overlaps, repair work, excavating and backfilling toe-ins, and placing the required material.

These prices shall include geotextile bedding material when required and when not a separate pay item, The price bid shall include preparing the surface, furnishing and installing geotextile bedding material, overlaps, repair work, and excavating and backfilling toe-ins.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Culvert outlet protection (Class, st'd)	Square yard

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## **— DIVISION V—INCIDENTAL CONSTRUCTION —**

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**500 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES)**

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**GUIDELINES - WHEN THE DESIGNER REQUESTS FULL-DEPTH SAW CUTTING OF HYDRAULIC CEMENT CONCRETE CURBS, SIDEWALKS OR ENTRANCES.  
EXCEPTIONS: NONE.**

(c502a0b-0702) **SAWCUT HYDRAULIC CEMENT CONCRETE ITEMS (FULL DEPTH)** – This work shall consist of the Contractor saw cutting to the full depth hydraulic cement concrete curb, sidewalk and entrances as shown on the plans and as directed by the Engineer.

**Saw cut hydraulic cement concrete items** will be measured in linear feet and paid for at the contract unit price per linear foot. This price will be considered full compensation for saw cutting the hydraulic cement concrete items to the depth specified.

Payment will be made under:

**Pay Item**

Saw cut hydraulic cement concrete items (Depth)

**Pay Unit**

Linear foot

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12-27-00 (SPCN)

**GUIDELINES - PROJECTS HAVING EXPOSED AGGREGATE FINISH FOR SOUNDWALLS, SIDEWALKS, CURB CUT RAMPS, CURBS AND/OR PARAPETS. EXCEPTIONS: NONE.**

(c504a0b-0702) **EXPOSED AGGREGATE FINISH** shall be performed by wirebrushing, blasting or surface retarder unless another method is approved by the Engineer, except that surface retarder shall be used on exposed aggregate sidewalk

Concrete for exposed aggregate finish shall conform to the requirements of Section 217 of the Specifications for the class specified, except gravel shall be tan or light brown in color.

The Contractor shall provide a sample of the exposed aggregate finish for approval by the Engineer prior to beginning work. The sample shall be at least 12 inches by 12 inches and approximately 2 inches in depth. The approved sample shall be kept at the work site for comparison to completed work.

When used for sidewalk, exposed aggregate will be measured and paid for in square yards, complete-in-place.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Exposed aggregate sidewalk	Square yard

3-26-92, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS REQUIRING SIDEWALKS, STEPS, AND HANDRAILS EXCEPTIONS: NONE.**

(c504b0b-0705) **SECTION 504—SIDEWALKS, STEPS, AND HANDRAILS** of the Specifications is amended as follows:

**Section 504.02—Materials** is amended to add following:

(h) **Grounding materials** shall conform to the requirements of Section 238.

**Section 504.03(c)—Handrails** is amended to add to the first paragraph the following:

Handrails shall be bonded internally to maintain continuity. Electrical grounding shall conform to the requirements of Section 410.03(b).

**Section 504.04—Measurement and Payment** is amended as follows:

The sixth paragraph is amended to add the following:

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This price shall include grounding.

1-12-05 (SPCN)

**GUIDELINES - PROJECTS REQUIRING GUARDRAIL OR STEEL MEDIAN BARRIERS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]**  
**EXCEPTIONS: NONE.**

(c505b0b-1106) **SECTION 505—GUARDRAIL AND STEEL MEDIAN BARRIERS** of the Specifications is amended as follows:

**Section 505.01—Description** is replaced with the following:

This work shall consist of furnishing and constructing guardrail and steel median barriers and installing reuse galvanized guardrail in accordance with the plans and these specifications and to the lines, grades and tolerances shown on the plans or as designated by the Engineer.

**Section 505.03—Procedures** is amended to replace the second paragraph with the following:

Rail and elements shall be erected and aligned in a manner that will result in a smooth, continuous, taut installation. Installation shall not result in the cross section of the rail or other elements being kinked or crimped. Damaged rail or other elements will be rejected and replaced by the Contractor at no additional cost to the Department.

**Section 505.03—Procedures** is amended to add the following:

All posts may be driven providing the equipment used is capable of installing the post without damaging them. Damaged posts will be rejected and shall be replaced by the Contractor at no additional cost to the Department. Posts shall be set plumb. Posts shall not be set with a variation of more than 1/8 inch per foot from vertical.

Posts shall be spaced in accordance with the Standard Drawings. A longitudinal deviation of 3/4 inch will be allowed providing the bolt holes in the guardrail, blockouts and posts can be properly aligned without alteration or force. The height of the guardrail shall be as shown in the Standard Drawings.

On guardrail, nuts on bolts shall be tightened to a snug tight fit as defined in Section 407.06 of the Specifications to ensure full contact between the beam, blockout and post.

The Contractor shall submit to the Engineer a copy of the manufacturers' recommended installation instructions for all guardrail terminal treatments prior to installation of guardrail.

**Section 505.04—Measurement and Payment** is amended to replace the second sentence of the first paragraph with the following:

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Cable guardrail will be measured in linear feet from the point where cable guardrail attaches to the run-on terminal treatment to the point where cable guardrail attaches to the run-off terminal treatment, complete in place.

1-12-05 (SPCN)

**GUIDELINES - WHEN REQUESTED BY THE DESIGNER**  
**EXCEPTIONS: NONE.**

(c507a0b-0702) **TEMPORARY SAFETY FENCE** - The Contractor shall furnish and install a safety fence at required locations or as directed by the Engineer. The fence shall be no less than four feet high and colored bright orange polyethylene web with the following requirements:

- Tensile yield - ASTM D638: Average 2000 lbs. per 4-ft. width
- Ultimate tensile strength - ASTM S 638: average 2900 lbs. per 4-ft. width
- Elongation at break (%) - greater than 1000%

The safety fence shall be installed on metal "T" or "U" post spaced on six-foot centers driven to a minimum depth of 18 inches.

The Contractor shall maintain the safety fence and remove it when no longer required.

**Temporary Safety Fence** will be measured and paid for in units of linear foot, which price bid shall include furnishing and installing the fence, metal post, maintenance and removal when no longer required.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Safety Fence, 4 Feet	Linear foot

1-10-00c (SPCN)

**GUIDELINES - PROJECTS REQUIRING FENCES. [USE BY THE NOVEMBER 2006**  
**ADVERTISEMENT.]**  
**EXCEPTIONS: NONE.**

(c507b1b-1106) **SECTION 507—FENCES** of the Specifications is amended as follows:

**Section 507.02—Materials** is amended to add following:

- (c) **Grounding materials** shall conform to the requirements of Section 238 of the Specifications.

**Section 507.03(b) Standard Fences** is amended to replace the fifth paragraph with the following:

Wood fence posts shall be installed so that the tops form a regular grade line. Tops or bottoms of posts that are sawed in the field shall be brush

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coated with three heavy applications of 2% copper naphthenate from the Department's approved list. Each application shall be given sufficient time to penetrate the wood.

**Section 507.03(c) Pedestrian Fences for Bridges** is deleted and replaced with the following:

- (c) **Pedestrian Fences for Bridges:** The frame for pedestrian fences for bridges shall be bonded internally to maintain continuity. Electrical grounding shall conform to the requirements of Section 410.03(b) of the Specifications.

4-6-06 (SPCN)

**GUIDELINES – PROJECTS REQUIRING HYDRAULIC CEMENT CONCRETE PAVEMENT PATCHING. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.] EXCEPTIONS: NONE.**

(c509a0b-1106) **SECTION 509—PATCHING HYDRAULIC CEMENT CONCRETE PAVEMENT** of the Specifications is amended as follows:

**Section 509.01—Description** is replaced with the following:

This work shall consist of removing designated areas of defective hydraulic cement concrete pavement and unstable subbase material, replacing subbase material where required, and replacing pavement with high-early-strength hydraulic cement concrete in accordance with these specifications and shall conform to the original lines and grades or those established by the Engineer.

8-25-05 (SPCN)

**GUIDELINES - PROJECTS HAVING POLICE PATROLS AS A STATE FORCE ITEM. EXCEPTIONS: NONE.**

(c512a0b-0702) **POLICE PATROLS** - The Contractor is advised that the Department will use Police patrols in construction work zones when traffic flow problems are anticipated, to enhance the safety of both the public and construction personnel, during the life of this contract.

4-25-88c, Reissued 7-9-02 (SPCN)

**GUIDELINES – PROJECTS WITH PAVEMENT PLANING. EXCEPTIONS: DO NOT USE WITH ASPHALT MAINTENANCE PROJECTS.**

(c515a0b-0304) **SECTION 515—PLANING PAVEMENT** of the Specifications is amended as follows:

**Section 515.02—Procedures** is amended to add the following to the third paragraph after the fourth sentence:

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Where the pavement is to be resurfaced, a 1-inch shoulder shall be cut along the gutter line to eliminate the necessity of feathering the edge of the new surface. Payment for providing the 1-inch shoulder shall be based on the total square yards of removed material regardless of the variable depth of the pass. Pavement cuttings shall be disposed of in accordance with the requirements of Section 106.04 of the Specifications.

**Section 515.03—Measurement and Payment** is amended to replace the first sentence of the first paragraph with the following:

Where pavement is to be planed to a uniform depth planing will be measured in square yards of removed pavement surface area per inch of depth and will be paid for at the contract unit price per square yard per inch. Where planing will be variable depth planing will be measured in square yards of removed pavement surface area per pass per inch of depth measured at the maximum depth of removed pavement.

5-5-03 (SPCN)

**GUIDELINES - PROJECTS HAVING TRAINEES. USE WITH SPECIAL PROVISION S518A0B.**  
**EXCEPTIONS: NONE.**

(c518a0b-0702) **SECTION 518.02(a) NUMBER OF TRAINEES** is amended to replace the first sentence of the first paragraph with the following:

The number of trainees to be trained for this contract will be \_\_\_\_\_.

6-29-92c, Reissued 7-9-02 (SPCN)

**GUIDELINES - PROJECTS WITH WATER AND SANITARY SEWER FACILITIES.**  
**EXCEPTIONS: NONE.**

(c520a0b-0705) **SECTION 520.06 MEASUREMENT AND PAYMENT** of the Specifications is amended to replace the second paragraph with the following:

**Water mains, water service lines, sanitary sewer pipe, and sanitary sewer force mains** will be measured in linear feet of pipe through all valves and fittings, complete-in-place, and will be paid for at the contract unit price per linear foot. This price shall include excavating when not a specific pay item for the utility in question; testing; disinfecting; backfilling; compacting; dewatering; disposing of surplus and unsuitable material; sheeting and shoring; bedding material; installing pipe; connecting to existing lines or manholes; fittings less than 16 inches in diameter, reaction blocking; concrete anchor block; watertight welds; restrained joints; abandoning or removing lines, manholes, and other appurtenances; and restoring property. Pipe of one size, except for cast iron and ductile iron pipe, shall be combined into one contract item for the respective size of water main and sanitary sewer pipe. The salvage value of abandoned materials shall accrue to the Contractor and shall be reflected in the contract unit price for the respective replacement facility.

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10-7-04 (SPCN)

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**GUIDELINES - WHEN REQUESTED BY THE DESIGNER. THIS SPECIAL PROVISION CANNOT BE USED ALONE. THE VDOT "Special Provision for Asbestos Removal for Road Construction Projects" (A PROJECT SPECIFIC SPECIAL PROVISION) MUST BE INCLUDED IN THE PROPOSAL.**  
**EXCEPTIONS: NONE.**

S500A1B-0706

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**REMOVAL OR CONNECTION OF ASBESTOS CEMENT PIPE**

November 7, 2005

**I. GENERAL**

The Contractor is advised that the existing pipe on this project that is scheduled for removal or for connection may contain asbestos. The Contractor shall assume any pipe designated on the plans as asbestos cement (A/C) pipe contains asbestos in a quantity sufficient to be a health hazard if found in a friable condition or made friable during removal or connection. A/C pipe is a "facility component" as defined in 40 CFR 61.141. The U.S. Environmental Protection Agency and the Virginia Department of Labor and Industry consider A/C pipe to be Category II non-friable asbestos-containing materials. Disposal of A/C is regulated by the Virginia Department of Environmental Quality.

**II. CONSTRUCTION METHODS**

Modifications of, connections to, or removal of A/C pipe that involve breaking, crushing, saw-cutting or abrading shall comply with the VDOT *Special Provision for Asbestos Removal for Road Construction Projects*.

This Special Provision applies to all removal modifications to A/C pipe where the A/C pipe is removed intact by disconnecting at the slip (bell) joint (with no breakage) and where any subsequent connections are made without disturbing the integrity of the existing pipe. If at any time the Contractor determines that the pipe cannot be removed without breakage, abrading, cutting or crushing, the Contractor shall cease work and resume operations in accordance with the VDOT *Special Provision for Asbestos Removal for Road Construction Projects*.

The Contractor shall spray and saturate pipe joints with amended water prior to disturbing any pipe.

No "T"-type connections shall be made to existing pipe by internally piercing or breaking existing potable water pipe without pre- and post-connection monitoring for asbestos fibers in water downstream of the connection. Any results that exceed 7 million fibers per liter (7MFL) shall be reported immediately to the Engineer.

VDOT, at its discretion, may employ an asbestos project monitor to observe and monitor removal operations of intact A/C pipe. If such monitoring determines that asbestos fibers are being released above the applicable action level or the pipe becomes friable, the Contractor shall cease operations on the pipe and take appropriate corrective action to comply with all applicable federal, state, and local regulations.

Removal, connection, hauling, and disposal shall be performed in accordance with 40CFR 61.140-61.157 (Subpart M-National Emission Standard for Asbestos), with 29 CFR 1926.1101 (Subpart Z-Toxic and Hazardous Substances), and with all state, regional, and local standards. The Contractor shall ensure that the intact A/C pipe sections remain intact during loading and hauling of the material to the licensed disposal facility. The Contractor shall double bag or wrap A/C pipe in plastic and seal and mark the materials. The Contractor shall only dispose of the material in a permitted landfill that

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provides daily soil cover and only after the Contractor has provided notification to the landfill that the material is non-friable/non-regulated ACM. Within thirty-five (35) days of the deposit of the waste in the landfill, the Contractor shall submit to the Engineer a copy(s) of the certificate of disposal from the landfill. VDOT must receive all acceptable waste manifests/certificates of disposal prior to making payment to the Contractor.

With approval of the Engineer, abandoned portions of A/C pipe may be left in place of origin and backfilled provided that the pipe is not crushed; however, pipe that is scheduled to be abandoned may not be removed and re-deposited. With approval of the Engineer, the Contractor may pump grout into buried lines that are no longer in service to maintain the structural weight bearing capacity of the area. No on-site burial of crushed A/C pipe will be allowed.

### III. MEASUREMENT AND PAYMENT

Connection to existing A/C pipe will be measured and paid for at the contract unit price per each for each connection.

Removal of existing A/C pipe (without disturbing integrity of pipe) will be measured and paid at the contract unit price per linear foot for the length of pipe actually removed (back to the closest joint).

Payment for these items shall include all material, labor, and equipment necessary for excavation, disassembly, tie-ins, backfill, line abandonment including grout, documentation and disposal of A/C pipe.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Connection to Existing A/C Pipe	Each
Remove Existing A/C Pipe	Linear Foot

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**GUIDELINES - PROJECTS REQUIRING MAILBOX POSTS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

S500B0B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
MAILBOX POST

July 11, 2005

**I. DESCRIPTION**

This work shall consist of replacing mailbox posts shown on the plans or designated as hazardous objects by the Engineer.

**II. MATERIALS**

Post and mounting hardware shall conform to Standard Drawing RFD-1.

**III. PROCEDURES**

The Contractor shall be responsible for damages incurred through negligence to existing mailboxes not designated for replacement during their removal, temporary location and resetting in accordance with Section 104.05 of the Specifications.

The placement and installation of the mailbox to be replaced shall be in accordance with Standard Drawing RFD-1 and the *Asset Management Division Best Practices Manual*.

Mailbox post types shall be single, double or multiple.

The property owner may elect to furnish a new mailbox in lieu of remounting the existing mailbox, in which case the installation shall be at no additional cost to the Department or property owner.

**IV. MEASUREMENT AND PAYMENT**

Mailbox posts will be measured and paid for at the contract unit price of each, complete-in-place, for the type specified which price bid shall include furnishing and installing mailbox post and hardware, mounting the existing or new mailbox(s), removing the existing mailbox(s) and post(s), temporary relocation, setting new post, disposal of existing post(s), and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Mailbox Post (Type)	Each

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**GUIDELINES - PROJECTS WITH UNDERDRAINS.**  
**EXCEPTIONS: NONE.**

S501B0B-0503

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 501—UNDERDRAINS**

September 13, 2002c

**SECTION 501—UNDERDRAINS** of the Specifications is completely replaced with the following:

**501.01—Description.**

This work shall consist of constructing underdrains, using pipe, aggregate, and geosynthetics, in accordance with these specifications and in reasonably close conformity to the lines and grades shown on the plans or as designated by the Engineer.

**501.02—Materials.**

- (a) **Pipe** shall conform to the requirements of Section 232.
- (b) **Aggregate** shall conform to the requirements of Section 202 or 203.
- (c) **Geosynthetics, to include geotextile fabric and prefabricated geocomposite pavement edgedrains**, shall conform to the requirements of Section 245.

**501.03—Procedures.**

- (a) **Excavation:** The trench shall be excavated so that the walls and bottom are free of loose and jagged material. Large depressions shall be filled with sandy material, and sharp contours and rises shall be leveled. Excavated material shall be handled in a way that prevents contamination with the aggregate used to backfill the trench for the underdrain.
- (b) **Placing Geosynthetics:** When geotextile fabric or prefabricated geocomposite pavement edgedrain, PGPE, is required, it shall be placed as shown on the plans. Torn or punctured fabric shall be replaced at the Contractor's expense. Splices, when required for PGPE shall be made using splice kits furnished by the manufacturer and in accordance with the manufacturer's written instructions. Spliced joints shall not damage the panel, shall not impede the open flow area of the panel, and shall maintain the vertical and horizontal alignment of the drain within 5 percent. Splices shall be made in such a manner as to prevent infiltration of the backfill or any fine material into the water flow channel.
- (c) **Installing Pipe:** Perforated pipe shall be placed with the perforations facing downward on a bed of aggregate material. Pipe sections shall be joined with appropriate couplings. Semi-round underdrain pipe shall be placed with the rounded section down.

Wherever the depth of the trench is modified to a lesser depth than shown on the standard drawings, concrete or corrugated pipe shall be used.

Pipe shall be placed with the bell end up grade. Open joints shall be wrapped with the same geotextile used for lining the excavation.

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Upgrade ends of pipe, except for combination underdrains, shall be closed with suitable plugs. Where an underdrain connects with a manhole or catch basin, a suitable connection shall be made through the wall of the manhole or catch basin.

After the Engineer has approved the pipe installation, aggregate backfill material shall be placed and compacted. Pipe and covering at open joints shall not be displaced during subsequent operations.

Outlet pipes shall be installed at the low points of a sag.

End walls for outlet pipes shall be placed on a prepared surface that has been compacted to meet the requirements of Section 303.04. If settlement of the end wall occurs, the Contractor shall make necessary repairs at his expense.

(d) **Combination Underdrain Outlets:** Pipe shall be placed in the trench with sections securely joined. After the Engineer has approved pipe installation, the trench shall be backfilled with aggregate material in layers not more than 6 inches in depth and thoroughly compacted.

(e) **Inspection Ports:** Inspection ports shall be installed on the PGPE at a rate of 2 per mile of installed PGPE or a minimum of 4 per project. Inspection ports shall meet and be installed in accordance with the manufacturer's specification. The Department will use these ports in conjunction with a borscope camera as part of the basis for acceptance the PGPE. The Department will perform inspection after PGPE installation, but prior to paving the shoulder. Bends, water flow restrictions, J-shaped panels, tears in the geotextile, debris in pipes and sags are unacceptable and shall be removed and replaced at no cost to the Department.

**501.04—Measurement and Payment.**

**Underdrains and combination underdrains** will be measured in linear feet, complete-in-place, and will be paid for at the contract unit price per linear foot. The contract unit price for underdrains installed at depths greater than that shown in the standard drawings will be increased 20 percent for each 1-foot increment of increased depth. No adjustment in the contract unit price will be made for an increment of depth of less than 6 inches. When drains are to be placed under pavement that is not constructed under the Contract, the contract unit price shall include removing and replacing pavement.

**Geotextile drainage fabric**, when a pay item, will be measured and paid for in accordance with the requirements of Section 504.04.

**Outlet pipe** for underdrains will be measured in linear feet, complete-in-place, and will be paid for at the contract unit price per linear foot.

These prices shall include geotextile drainage fabric when not a pay item, excavating, aggregate, backfilling, compaction, splicing, inspection ports, if any, disposing of surplus and unsuitable materials, and installing outlet markers.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Underdrain (Standard)	Linear foot
Combination underdrain (Standard)	Linear foot
Outlet pipe	Linear foot

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**GUIDELINES – PROJECTS WITH CG-12 DETECTABLE WARNING SURFACE.  
EXCEPTIONS: NONE.**

S504A0B-0304

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CG-12 DETECTABLE WARNING SURFACE**

February 12, 2003c

**I. DESCRIPTION**

This work shall consist of providing all labor, tools, equipment, and materials required to construct sidewalk with detectable warning surfaces in the location(s) specified on the plans or in the proposal. The Contractor shall perform the work according to the details shown on the plans or in this special provision, Section 504 of the Specifications, and as directed by the Engineer.

**II. MATERIALS**

Materials shall conform to the requirements of Section 504 of the Specifications except as follows:

In lieu of concrete, solid brick pavers, or concrete pavers, other permanent, durable materials suitable for heavy traffic outdoor areas approved by the Department may be used to construct the detectable warning areas where called for in the plans and other contract documents. Solid brick pavers and concrete paver units shall conform to the details and requirements shown in the plans. Other durable materials shall be in accordance with Department approved manufacturer's design and specification requirements.

There shall be a minimum of 70% contrast in light reflectance between the detectable warning area and adjoining surfaces. The detectable warning can optionally be "safety yellow". The material used to provide visual contrast shall be an integral part of the detectable warning surface. Both the truncated domes and the underlying surface must meet the contrast requirement. The contrast in percent shall be determined by:

$$\text{Contrast} = [ ( B1 - B2 ) / B1 ] \times 100$$

where B1=light reflectance value (LRV) of the lighter area and B2=light reflectance value (LRV) of the darker area. Note that in any application both white and black are never absolute; thus, B1 never equals 100 and B2 is always greater than 0.

When visual contrast other than "safety yellow" is used, provide verification of contrast. Verification of visual contrast is required.

**III. CONSTRUCTION**

Construct sidewalk ramp according to Section 504 of the Specifications except for detectable warning/truncated domes that shall be furnished or constructed in accordance with the details in this specification, the manufacturer's recommendations, the Special Design Drawing and the Plans.

**IV. MEASUREMENT AND PAYMENT**

**CG-12 Detectable Warning Surface** will be measured in square yards and paid for at the contract unit price per square yard, complete-in-place. This price shall be full compensation for furnishing and installing approved truncated dome finished materials including but not limited to concrete, brick or

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concrete pavers, other Department approved materials, integral visual contrast, dowels and all other labor, tools, equipment, materials and incidentals necessary to fully complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
CG-12 Detectable Warning Surface	Square Yard

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**GUIDELINES - PROJECTS HAVING PORTABLE CHANGEABLE MESSAGE SIGNS.  
EXCEPTIONS: NONE.**

S512A1B-1202

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PORTABLE CHANGEABLE MESSAGE SIGNS**

May 3, 2002c

**I. DESCRIPTION**

This work shall consist of using fully operational portable changeable message signs (PCMS) for detours, emergency conditions, and other traffic control use as specified in the contract or directed by the Engineer. The number of units estimated by the Department to be used for the project will be as shown on the plans. The number of units and hours of use estimated by the Department was based on the suggested Sequencing of Construction shown in the plans and may be different from the Contractor's own construction plan. For the purposes of this provision "fully operational" shall mean that the PCMS unit is immediately capable of fully performing all of the operational functions described in the manufacturer's product or owner's manual.

**II. EQUIPMENT**

PCMS units shall be self-contained, including message board, power supply, and trailer. The controller head shall have a back-up system to prevent loss of memory. The trailer and sign frame shall be painted federal yellow or Virginia Highway Orange (DuPont Color #LF74279 AT or color equivalent). The sign panel support shall provide for an acceptable roadway viewing height that shall be not less than 7 feet from bottom of sign to crown of road.

The message board shall provide for 3 lines of legend and shall be formed of characters no less than 18" high. Each line shall be composed of at least eight characters and each character module shall at a minimum use a five-wide by seven high pixel matrix. The message shall be composed from keyboard entries. The message shall be legible in any lighting condition. Motorists should be able to read the entire PCMS message twice while traveling at the posted speed.

The sign shall be capable of sequentially displaying at least 3 messages of 3 lines each with appropriate controls for selection of messages and variable off-on time.

**III. PROCEDURE**

The Contractor shall determine from its plan of operations or working schedule the most efficient and effective use of the PCMS units based on its construction sequencing or traffic control operations. PCMS signs shall be periodically checked by the Contractor for compliance with manufacturer's requirements for operation and functions, and shall be ready for immediate use once employed on the project.

During emergency situations the Contractor shall make every effort to deploy units it has assigned to the project. However, if the number of units shown on the plans are already in operation and cannot be reassigned to handle the emergency situation, then the Contractor shall immediately contact the Engineer. The Engineer will then make a determination as to the most expeditious manner in which to deploy units for emergency use, whether by using Department supplied units, directing the Contractor to reassign those units he has committed to the project, or having the Contractor supply additional units as may be necessary. In these circumstances, the cost for such additional units that are authorized by the Engineer shall be in accordance with the requirements of Section 109.05 of the Specifications.

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If the use of additional units beyond the number of those identified in the plans is required due to reasons attributable to the Contractor or his manner of operations as determined by the Engineer, and no units are available, the Contractor shall furnish such additional unit(s) to the project within two hours of the Engineer's request or the Department will move to provide such units as necessary and deduct the cost from any monies due the Contractor. This action shall in no way relieve the Contractor of the responsibility for controlling, maintaining, and completing the work.

**IV. MEASUREMENT AND PAYMENT**

When used, PCMS will be measured and paid for in hours of use, which 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:

<b>Pay Item</b>	<b>Pay Unit</b>
Portable Changeable Message Sign	Hour

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**GUIDELINES - ALL PROJECTS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

S512B0B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 512—MAINTAINING TRAFFIC**

June 29, 2005

**SECTION 512—MAINTAINING TRAFFIC** of the Specifications is amended as follows:

**Section 512.02(e) Construction Signs** is replaced by the following:

**Construction signs** shall conform to the requirements of Section 247 of the Specifications. Sign substrates for rigid construction signs mounted on posts shall conform to Section 701 of the Specifications or be a 0.079-inch thick aluminum/plastic laminate.

**Sign substrates for signs mounted on drums, type III barricades and portable sign stands** shall be of the materials listed below and shall be the same material that was used when the device was tested and found to be in compliance with the requirements of *National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 3* or of other materials allowed in the FHWA acceptance letter.

<b>SIGN SUBSTRATES FOR TYPE III BARRICADES AND PORTABLE SIGN STANDS</b>
Rollup sign
0.4 inch thick corrugated polypropylene or polyethylene plastic
0.079 inch thick aluminum/plastic laminate

<b>SIGN SUBSTRATES FOR DRUMS</b>
0.4 inch thick corrugated polypropylene or polyethylene plastic

**Section 512.03—Procedures** is amended to replace the first paragraph with the following:

Traffic shall be maintained and protected in accordance with the requirements of Sections 104.04 and 107.10 of the Specifications. Work shall be scheduled and performed so as to provide minimum interference with and maximum protection to traffic. The Contractor's personnel, equipment, machinery, tools, and supplies shall be kept outside of the clear zone and clear of active traffic lanes except as necessary for prosecuting active work. Stabilized construction entrances shall be used in construction areas where there is a potential for construction vehicles to track material from the construction site onto a paved surface. Material that is spilled or tracked onto the traveled pavement during prosecution of the work shall be promptly removed.

**Section 512.03(a) Signs** is amended to replace 1. in the fifth paragraph with the following:

1. Sign installations shall be used for no longer than 3 consecutive days (72 hours).

And to replace the first three paragraphs of 2. in the fifth paragraph with the following:

2. Portable sign stands shall be used with signs having a substrate material of the type required by Section 512.02(e) of the Specifications and only those that were tested and found to be in compliance with the requirements of *NCHRP Report 350, Test Level 3* or otherwise accepted in a FHWA acceptance letter for that specific sign stand.

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Portable sign stands shall be self-erecting and shall accommodate signs of the shape being utilized. Portable sign stands shall support a 16 square foot sign panel in 50 mph winds without tipping over, walking, or rotating more than  $\pm 5$  degrees about its vertical axis. Additional weight consisting of no more than one 25-pound sandbag placed on each leg or no more than two cone weights positioned on the center of the sign stand and around the mast may be used to accomplish this requirement. When used on uneven surfaces, the portable sign stand shall be capable of adjusting to those surfaces to allow the signs to be installed in their normal upright position  $\pm 15$  degrees. Portable sign stands shall include decals, stenciling or some other durable marking system that indicates the manufacturer and model number of the stands. Such marking shall be of sufficient size so it is legible to a person in a standing position.

Portable sign stands shall conform to the requirements of *NCHRP* Report 350, Test Level 3 and shall be selected from those shown on the Department's Approved List or the Contractor shall submit a certification letter stating the brands and models of portable sign stands to be used along with a copy of the FHWA acceptance letter indicating compliance with *NCHRP* Report 350, Test Level 3 shall be submitted prior to their use.

**Section 512.03(b) Flagger Service and Pilot Vehicles** is amended to include the following:

Portable traffic control signals conforming to the requirements of Section 512.03(h)2 of the Specifications may be used in lieu of flagger service when specified or approved by the District Traffic Engineer. When portable traffic control signals are used in lieu of flagger service the portable traffic control signals will be measured and paid for separately.

**Section 512.03(f)2. Concrete Barrier Service** is amended to replace the fourth paragraph with the following:

The Contractor shall visually inspect all traffic barrier service shipped to a project prior to placing it in use. Concrete barrier sections shall be structurally sound with no concrete missing along the top, bottom, sides, or end sections of the barrier, no through cracks or no exposed rebar. Any traffic barrier service found by the Contractor or Engineer to be unacceptable due to inadequate structural integrity or functionality shall be promptly removed from the project site and replaced at no cost to the Department. Traffic barrier service shall be selected from those shown on the Department's Approved List, except that the Contractor may utilize other traffic barrier service, provided he submits a copy of the FHWA acceptance letter indicating compliance with *NCHRP* 350, prior to their being used.

**Section 512.03(h) Temporary Signalization** is replaced with the following:

(h) **Temporary Signalization:** When specified on the plans, the Contractor shall install and maintain temporary or portable traffic control signal equipment. The Contractor shall submit to the Engineer a plan for locating, installing and maintaining signals that shall depict the Contractor's intent for maintaining traffic flows during construction operations, including type of vehicle detection, phase sequencing and timings. The Contractor shall receive acceptance of the plan from the Engineer prior to beginning work that would necessitate installing the proposed temporary or portable traffic control signals. The Contractor's design shall conform to the requirements of the applicable sections of *AASHTO's 1994 Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, *MUTCD*, and the *Virginia Work Area Protection Manual*. Existing traffic control signal equipment materials on the project may be used. New, salvaged or refurbished traffic control signal equipment materials brought to the project shall conform to the Contract specifications and standards.

1. **Temporary traffic control signals** shall conform to the following:

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Controller, accessory, auxiliary and conflict monitoring equipment shall conform to the requirements of NEMA TS-1, NEMA TS-2 or as approved by the Engineer.

2. **Portable traffic control signals** shall conform to the following:
  - a. Portable traffic control signals shall provide phase sequencing, timings and conflict monitoring equivalent to NEMA TS-1 (Functional Standards).
  - b. Shall provide five programmable day programs within a 24-hour period.
  - c. Shall utilize 12-inch traffic signal head sections with backplates mounted in the vertical display arrangement.
  - d. Shall incorporate vehicular detection that will detect all licensed vehicles unless otherwise indicated in the contract documents.
  - e. Shall have adequate safeguards to prevent unauthorized entry to the control equipment.
  - f. Shall be a trailer-mounted type with at least one of the two traffic signal heads positioned over the travelway with a minimum 16 feet clearance from the pavement to the lowest point of the signal head assembly.
  - g. Shall operate from its own self-contained power supply with the capability of connecting to an external 110-VAC electrical power supply. When operating from a self-contained solar power supply, the battery backup shall be capable of operating for 18 continuous days at 77 degrees F without solar array assist.
  - h. The trailer's back frame shall have 2-inch height reflective sheeting conforming to the requirements of Section 247.02(c) of the Specifications installed on the area facing traffic. The sheeting shall have alternating 11-inch width vertical red stripes and 7-inch width vertical white stripes.
  - i. Shall be designed when in the operating mode to meet loading conditions associated with wind gusts of 80 mph as outlined in *AASHTO's 1994 Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*.

Temporary and portable traffic control signals that are not specified on the plans but installed by the Contractor for his convenience shall be installed at the Contractor's expense and shall be approved through the process described herein.

Maintenance and operation of temporary and portable traffic control signals shall be the responsibility of the Contractor and shall be in accordance with the requirements of Section 703.03(a) of the Specifications Prosecution of Work, fourth paragraph.

When required, the Contractor shall make arrangements with the local utility company for electrical service for a new temporary and portable traffic control signals, which shall include the costs of connection, disconnection and energy. If electrical service is not available, the Contractor shall provide a generator capable of continuously operating the temporary and portable traffic control signals for at least 24 hours unassisted. The Contractor shall demonstrate the signal's operational procedures and reliability to the Engineer for approval prior to beginning work necessitating use of the signal equipment.

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**Section 512.04—Measurement and Payment for Flagger service** is replaced with the following:

**Flagger service** will be measured in hours as authorized or approved by the Engineer except when used for the Contractor's convenience, such as for ingress and egress for moving construction equipment or materials. In such cases, payment will not be made for flagger service. Flagger service will be paid for at the contract unit price per hour. This price shall include paddles, safety equipment and portable traffic control signals.

**Section 512.04—Measurement and Payment for Temporary signalization** is replaced with the following:

**Temporary traffic control signal** will be paid for on a lump sum basis. This price shall include, but not be limited to, poles; span wire; conduit; conductor cable; traffic signal heads; backplates; hanger assemblies; necessary control items; vehicle detection and when approved portable traffic control signal equipment. The price shall also include maintaining, adjusting, and aligning equipment; providing electrical service; utility company costs and removing equipment when no longer required.

**Section 512.04—Measurement and Payment for Construction signs** is replaced with the following:

**Construction signs** when furnished by the Contractor will be measured in units of square feet and will be paid for at the contract bid price per square foot. This price shall include furnishing, installing, maintaining, covering and uncovering, relocating and removing temporary sign panels, sign supports, hardware, delineators and flags. Payment based on square footage shall be compensation for the sign(s) for the duration of the project; multiple payments for the same sign used more than once will not be allowed. Construction signs when furnished by the Department will not be measured for separate payment. The cost thereof shall be included in the price bid for other appropriate pay items.

**Section 512.04—Measurement and Payment** is amended to add the following:

**Portable traffic control signal** will be paid for on a lump sum basis. This price shall include portable traffic control signal equipment, installation, energy source, maintaining, adjusting, aligning, removing and relocating equipment.

**Section 512.04—Measurement and Payment** is amended to add the following Pay Items and Pay Units:

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary traffic control signal	Lump sum
Portable traffic control signal	Lump sum

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**GUIDELINES - PROJECTS WHERE DEMOLITION OF BUILDINGS AND/OR CLEARING OF PARCELS ARE REQUIRED.  
EXCEPTIONS: NONE.**

S516A0B-1202

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 516—DEMOLITION OF BUILDINGS AND CLEARING PARCELS**

June 20, 2002

**SECTION 516—DEMOLITION OF BUILDINGS AND CLEARING PARCELS** of the Specifications is replaced by the following:

**516.01--Description.**

This work shall include disconnecting utilities, closing wells, demolishing building(s), removing materials from the right of way, and removing improvements and material unsuitable for use in roadway embankments from vacant parcels and other areas within the right of way.

**516.02--Procedures.**

- (a) **Utilities:** The Contractor shall make necessary arrangements and perform necessary work, in accordance with local ordinances, involved with disconnecting or interrupting public utilities or services. These shall include, but not be limited to, gas, water, sewer, electricity, and telephone.
- (b) **Closing Wells:** The Contractor shall close all wells prior to any demolition and clearing parcels in accordance with State Board of Health Private Well Regulations, State Water Control Board, and local jurisdictions.
- (c) **Refrigerant-Containing Appliances:** The Contractor shall disconnect all chemical refrigerant-containing equipment including air conditioners and heat pumps in accordance with State and Federal laws and regulations; any disconnections shall be made by certified individuals.
- (d) **Demolition:** The Contractor will be notified in writing when buildings are ready for demolition. Demolition shall include removing and disposing of materials from buildings and appurtenances down to the ground lines. Any structures that contain non-regulated asbestos-containing materials (non-regulated RACM) shall be demolished in accordance with the *Special Provision for Demolition of Structures Containing Non-Friable Asbestos-Containing Materials*.

The Contractor may use buildings designated for demolition for project-related office space or storage or as a field office for Department personnel. The Contractor shall remove all regulated asbestos-containing materials (RACM) in accordance with the *Special Provision for Asbestos Removal for Road Construction Demolition Projects* prior to occupancy.

If the Contractor elects to use any building scheduled for demolition, he shall obtain approval from the Engineer in writing prior to occupancy. The Contractor shall assume all personal and property liability associated with such buildings and shall protect and save the State harmless from any and all damages and claims associated with such buildings.

Buildings, materials resulting from their removal, and improvements on the property shall become the property of the Contractor at the time of their removal and shall be disposed of outside and away from the parcel site. Nothing herein shall be construed as giving the Contractor any rights in and to the buildings in the Contract except for their demolition or for the purposes permitted herein. The Contractor shall have no right to sell or lease the buildings. The

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Department does not warrant or guarantee the existence or continued existence of any materials that are a part of the demolition item(s), nor will it be responsible in any way thereof to the Contractor.

- (e) **Clearing Parcels:** Parcels shall not be cleared until buildings have been demolished or removed.

Clearing parcels shall include disposing of materials from noncombustible foundations down to and including floor slabs, basement slabs, and any improvement designated for removal but not listed as a pay item. Combustible debris and rubble, including fences, posts, or pillars, shall also be removed from the right of way or from within limits of easements obtained for removing buildings that may be partially outside the right of way.

The Contractor shall limit the cutting or removing of trees and shrubs to those necessary for completion of the work as approved by the Engineer. Trees or shrubs that are cut shall be removed from the right of way. The Contractor shall not enter or encroach on any parcel that is not included in the Contract.

Materials contained in cisterns, septic tanks, and other openings, including basements shall be removed and properly disposed of in accordance with Section 107.01. Underground tanks shall be closed and removed, cisterns, septic tanks, and other openings, including basements, shall be demolished, and the area shall be backfilled with materials suitable for use in roadway embankment in accordance with the requirements of Section 303.

**516.03--Measurement and Payment.**

**Demolition of buildings** will be paid for at the contract lump sum price for the parcel and structure specified. This price shall include coordinating and performing utility work, disposing of materials, and cleaning up. The Contractor shall also take into consideration the salvage value of any material removed and shall include the same in the lump sum price.

**Clearing parcels** will be paid for at the contract lump sum price for the specified parcel. This price shall include disposing of materials, backfilling, and cleaning up. The limits of payment shall be from the construction limits to the right-of-way or easement line.

**Closing wells** will be measured and paid for on an each basis, which price shall include chlorination, cement grout or bentonite grout, or other material as applicable, backfilling, and filing of abandonment documents with the Health Department. The Contractor shall execute and file abandonment documents in accordance with the requirements of Section 107.01.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Demolition of building (Parcel no.) (D no.)	Lump sum
Clearing parcel (Parcel no.)	Lump sum
Closing well	Each

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**GUIDELINES - PROJECTS REQUIRING TRAINEES. USE WITH SPECIAL PROVISION COPIED NOTE  
c518aob.  
EXCEPTIONS: NONE.**

S518A0B-0705

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 518—TRAINEES ON CONSTRUCTION PROJECTS**

March 7,2005

**SECTION 518—TRAINEES ON CONSTRUCTION PROJECTS** of the Specifications is completely replaced with the following:

**518.01—Description.**

This work shall consist of providing the training specified herein as part of the Contractor's EEO Affirmative Action Program. This training special provision implements 23 Code of Federal Regulations (CFR), Part 230, Subpart A, Appendix B.

**518.02—Procedures.**

The Contractor shall provide each trainee with a copy of the specific program and, upon completion of the training program, a certificate showing the type and duration of training satisfactorily completed. The Contractor shall maintain records and furnish periodic reports documenting compliance with the requirements herein.

- (a) **Number of Trainees:** the number of trainees for each contract shall be as specified. The number of trainees are determined by the District Civil Rights Manager (DCRM). If the Contractor sublets a portion of the contract, the Contractor shall determine how many trainees are to be trained by the subcontractor. The Contractor shall retain the primary responsibility for conforming to the training requirements imposed by this specification. The Contractor shall ensure that these training requirements are made applicable to the subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- (b) **Distribution of Trainees:** the number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. The Contractor will be credited for each trainee employed by him under the Contract who is currently enrolled or becomes enrolled in an approved program.

The enrollment of minorities, women and other disadvantaged persons is approved and monitored by the District Civil Rights Manager. Trainees will be enrolled and approved by the District Civil Rights Manager on Form C-65, prior to the start of training.

- (c) **Minorities and Women:** training and upgrading of minorities and women toward journeymen status are primary objectives. The Contractor shall make every effort to enroll minority and female trainees by conducting systematic and direct recruitment through public and private sources likely to yield minority and female trainees to the extent such persons are available within a reasonable area of recruitment. The Contractor shall demonstrate the steps taken in pursuance thereof prior to a determination as to whether or not he is in compliance with the requirements herein. This training commitment shall not be used to discriminate against any applicant for training, whether a member of a minority group or not.

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- (d) **Use of Journeymen:** no employee shall be employed as a trainee in any classification in which the person has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The Contractor shall satisfy this requirement by including appropriate questions on the employee application or by other suitable means. The Contractor's records shall document the findings in each case.
- (e) **Length and Type of Training:** the minimum length and type of training for each classification will be established in the training program selected by the Contractor and approved by the District Civil Rights Manager. The District Civil Rights Manager will approve a program if it is reasonably calculated to meet the EEO obligations of the Contractor and qualify the average trainee for journeyman status in the indicated classification by the end of the training period. Apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship program (Virginia Department of Labor & Industry) recognized by the U.S. Department of Labor, Bureau of Apprenticeship and Training, will also be considered acceptable in meeting the trainee contract goal, provided they are being administered in a manner consistent with the EEO obligations of the contract. Approval of a training program shall be obtained from the District Civil Rights Manager prior to the commencement of work in the classification covered by the program.

Training shall be provided in the construction trade classifications indicated in the On the Job Training (OJT) Manual for Standard Pre-Approved Job Classifications. The Contractor shall provide all training on state or federally funded projects of the Department.

- (f) **Commencement of Training:** it is normally expected that a trainee will begin training on the project as soon as is feasible after the start of the work that requires the skill involved and will remain on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. It is not required that all trainees be on board for the entire duration of the contract. The number trained will be determined on the basis of the total number enrolled under the contract for the entire contract period.
- (g) **Payment to Trainees:** trainees shall be paid at least 60 percent of the appropriate prevailing minimum journeyman's rate for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent of the last quarter of the training period unless apprentices in an approved existing program are enrolled as trainees on the project. In such cases, the appropriate rates approved by the District Civil Rights Manager in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these requirements.
- (h) **Failure to Provide Required Training:** The Contractors' failure to provide the required training damages the effectiveness and integrity of this Affirmative Action Program and circumvents the Departments' federal mandate to bring women and minorities into the construction industry. Therefore, when the Contractor has failed, by the end of the project, to have met the required trainee contract goal; written good faith documentation shall be submitted indicating the reasons the trainee goal was not attained. This documentation shall be submitted to the District Civil Rights Manager and should it be determined insufficient; the lack of commitment to this Affirmative Action Program will be relayed to the Engineer for inclusion in the Contractors' Performance Report, Form C36, for the project.

Efforts taken by a Contractor that results in the OJT contract goal being exceeded will be recognized for their support of the Department's commitment to assuring skill improvement opportunities for minorities and women in highway construction. To exceed an OJT goal is to enroll and graduate more trainees than the number specified in the contract. Such efforts will be documented in the Bonus Section of the Contractor's Performance Report, Form C36, for the project.

**518.03—Measurement and Payment.**

Except as otherwise noted herein, the Contractor will be paid \$3.00 per hour, for each employee who is trained in accordance with the approved training program. The District Civil Rights Manager can request approval by the Engineer, that a Contractor be paid for training persons in excess of the trainee contract goal specified or for trainees enrolled on a contract without a trainee goal. This payment will be made even though the Contractor received additional training program funds from other sources provided such other sources does not specifically prohibit the Contractor from receiving other payments. The Department will pay the Contractor stipend \$3.00 per training hour for training occurring on state or federally funded projects of the Department.

**Method of Measurement:** The Contractor will be credited for each apprentice/trainee employed on the project and reimbursed on the basis of hours worked listed on certified payrolls and the weekly submittal of trainee Form C-67. This form will serve as a record of trainee hours completed.

If, in the judgment of the Contractor, Engineer and District Civil Rights Manager, a trainee becomes proficient enough to qualify as a journeyman before the end of the prescribed training program and the Contractor so employs the trainee, full credit will be given toward the attainment of the trainee goal; however, the Contractor will be paid only for the actual trainee hours completed. The Department will pay the Contractor for only those training hours completed if the trainee does not complete training due to lay-off, termination or resignation.

No payment will be made to the Contractor should the required training not be provided or the trainee is not hired as a journeyman and there is evidence of a lack of good faith on the part of the Contractor in meeting the requirements herein.

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**GUIDELINES - PROJECTS THAT SPECIFY SOUNDWALL COLOR COATING.  
EXCEPTIONS: NONE.**

S519A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SOUNDWALL COLOR COATING**

July 17, 1990  
Reissued July 9, 2002c

- I. **DESCRIPTION** - This work shall consist of furnishing and applying a soundwall color coating in accordance with this provision. The color and location shall be as specified on the plans or as directed by the Engineer.
- II. **MATERIALS** - The soundwall color coating shall not diminish the noise absorption coefficient specified for the soundwall upon which it is applied when tested in accordance with ASTM C423. The coating shall be a semiopaque toner containing methyl methacrylate-ethyl acrylate copolymer resins with toning pigments suspended in solution at all times by a chemical suspension agent and solvent. Color toning pigments shall consist of laminar silicates, titanium dioxide and inorganic oxides. There shall be no settling or color variation. The use of vegetable or marine oils, paraffin materials, stearates or organic pigments in the coating formulation will not be permitted.

Physical properties of the coating shall be as follows:

Weight per gallon	8.3 pounds (min.)
Solids by weight	30 percent (min.)
Solids by volume	21 percent (min.)
Drying time	30 minutes (max.) at 70 <sup>0</sup> F and 50 percent humidity

Coating material shall not oxidize and shall show no appreciable change in color after 1000 hours when tested in accordance with ASTM D822; shall have excellent resistance to acids, alkalis, gasoline and mineral spirits when tested in accordance with ASTM D543; shall allow moisture vapor from the concrete interior to pass through when tested in accordance with ASTM E398 or D1653; and shall reduce the absorption rate of exterior moisture into the pores of the concrete surface when tested in accordance with Federal Specification TT-C-555 B.

The soundwall color coating shall be from the approved list of absorptive concrete soundwall color coatings.

- III. **APPLICATION** - Surface preparation, application rate and application procedures shall be as specified by the coating manufacturer, using airless spray equipment, having a minimum capacity of 1,000 psi and 1/2 gallon per minute. Coating shall not be applied when the air temperature is below 50<sup>0</sup>F, to damp surfaces or when the air is misty or unsatisfactory for this work as determined by the Engineer.
- IV. **QUALITY CONTROL PANEL** - Prior to beginning coating operations the Contractor shall provide and erect on the project site a representative sample of the color coated soundwall containing at least 30 square feet, for approval of uniformity and appearance of the color coating. This approved sample shall remain on the project site and will be used by the Engineer as a basis for comparison and acceptance of the Contractor's finished coating.
- V. **METHOD OF MEASUREMENT** - Unless otherwise specified, soundwall color coating will not be measured for separate payment but shall be included in the price bid for sound barrier wall.

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When specified as a contract item, soundwall color coating will be measured in square yards of surface coated.

**VI. BASIS OF PAYMENT** - When specified as a contract bid item soundwall color coating will be paid for at the contract unit price per square yard, which price shall be full compensation for furnishing and applying the soundwall color coating, surface preparation and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

<b>Pay Item</b>	<b>Pay Unit</b>
Soundwall Color Coating	Square Yard

**GUIDELINES - ALL PROJECTS.**  
**EXCEPTIONS: NONE.**

S522A0B-0407

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PARTNERING**

April 3, 2007

**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 documents 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. PARTNERING STRUCTURE**

It is the business intent of the Department that partnering will be required on all projects, either in the formal sense or informally where 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 both types of 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 by the Special Provision for Project Communication and Decision Making now included as standard provision in all contracts advertised by the Scheduling and Contract Division of VDOT.

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.

Informal partnering need not require the services of a professional facilitator and may be conducted by the actual partnering participants themselves. Informal partnering will also not change the legal

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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 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.

#### A. Formal Partnering

##### 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.

#### B. Informal Partnering

Where informal partnering is applicable, 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 either formal or 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

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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.

In Informal Partnering, because the extent to which certain partnering activities are pursued 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., informal partnering shall not be paid for as a separate bid item but the all 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.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Formal Partnering	Day

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## **— DIVISION VI—ROADSIDE DEVELOPMENT —**

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**600 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES)**

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**GUIDELINES – PROJECTS REQUIRING SEEDING.**  
**EXCEPTIONS: NONE.**

(c603a0b-0206) **SECTION 603.03—PROCEDURES** of the Specifications is amended as follows:

**Section 603.03 (c) Applying Fertilizer** is amended to replace the first paragraph with the following:

- (c) **Applying Fertilizer:** When dry fertilizer is used, it shall be applied uniformly to the seeding areas at the time of seeding at the rate of 300 pounds of fertilizer per acre (approximately 45 pounds of nitrogen per acre or 1.0 pound of nitrogen per 1,000 square feet) or as directed by the Engineer. All slow release and slowly soluble fertilizer may be applied through a hydraulic seeder except for Sulfur Coated Urea (SCU). The method of

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application for all fertilizer products shall be approved by the Engineer prior to applying the fertilizer. When applied in liquid form or mixed with water, fertilizer shall provide the same value of nutrients per acre as specified for dry fertilizer. Fertilizer applied in liquid form shall be constantly agitated during application.

**Section 603.03 (d) Applying Seed** is amended to add the following:

Temporary Seeding shall consist of applying seed, fertilizer, and mulch in accordance with the rates specified in the plans or Section 603.03 of the Specifications to stabilize areas on which it is anticipated grading operations will be suspended for durations greater than 15 days. Where temporary seeding is required or directed by the Engineer, the cost for removal of vegetation once grading operations resume shall be included in the price of seeding.

6-10-04 (SPCN)

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**—600 SERIES SPs (SPECIAL PROVISIONS)—**

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**NONE**

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**NONE**

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## **— DIVISION VII—TRAFFIC CONTROL DEVICES —**

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7-0 thru 7-35	9-27-07

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— **700 SERIES SPCNs (SPECIAL PROVISION COPIED NOTES)** —

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**GUIDELINES - PROJECTS REQUIRING TRAFFIC SIGNS. [USE BY THE NOVEMBER 2006 ADVERTISEMENT.]**  
**EXCEPTIONS: NONE.**

(c701a0b-1106) **SECTION 701—TRAFFIC SIGNS** of the Specifications is amended as follows:

**Section 701.04—Measurement and Payment** is amended to replace **Sign panels** with the following:

**Sign panels** will be measured in square feet and will be paid for at the contract unit price per square foot. This price shall include background sheeting, sign messages, framing units and hanger assemblies.

10-26-05c (SPCN)

**GUIDELINES - PROJECTS HAVING ROAD EDGE, BARRIER OR GUARDRAIL DELINEATORS.**  
**EXCEPTIONS: NONE.**

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(c702a0b-0702) **SECTION 702.04(b)—BARRIER AND GUARDRAIL DELINEATORS** of the Specifications is amended to replace the first sentence of the third paragraph with the following:

Barrier delineators shall be installed on the top surface of the barrier wall, except barriers greater than 36 inches in height, barriers with glare screens or handrail attached and barriers located in construction work zones shall have the delineators installed at a height of approximately 24 inches above the roadway.

10-31-01c, Reissued 7-9-02 (SPCN)

**GUIDELINES – PROJECTS REQUIRING PAVEMENT MARKINGS AND MARKERS.  
EXCEPTIONS: NONE.**

(c704a0b-0507) **SECTION 704.02—MATERIALS** of the Specifications is replaced by the following:

The Contractor shall use an approved inventory tracking system for all materials received from the manufacturer. Shipment of materials from such inventory shall be accompanied by a signed form C-85 containing the following certification statement:

*Material shipped under the certification has been tested and approved by VDOT as indicated by laboratory test numbers listed hereon.*

- (a) **Pavement Markings** shall conform to the requirements of Section 246 of the Specifications.
- (b) **Glass Beads** shall conform to the requirements of Section 234 of the Specifications.
- (c) **Pavement Markers** shall conform to the requirements of Section 235 of the Specifications.

10-12-06 (SPCN)

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— **700 SERIES SPs (SPECIAL PROVISIONS)** —

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**GUIDELINES - PROJECTS REQUIRING SIGNS, SIGNALS, LIGHTING OR NAVIGATIONAL LIGHTS.  
[USE BY THE NOVEMBER 2006 ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

S700A5B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 700—GENERAL**

October 5, 2005

**SECTION 700—GENERAL** of the Specifications is amended as follows:

**Section 700.01—Description** is revised to add the following:

Installation of materials shall be accomplished in accordance with manufacturer's instructions except when otherwise indicated.

**Section 700.02(i) Poles, posts, and overhead and bridge-mounted sign structures** is replaced with the following:

- (i) **Poles, posts, and overhead and bridge-mounted sign structures** shall conform to the following:
- **Conventional and offset lighting poles** shall be steel or aluminum.
  - **Overhead and bridge-mounted sign structures, signal poles (mast arm and strain), and high-mast lighting poles** shall be steel.
  - **Pedestal poles** with a nominal diameter of more than 2 inches shall be steel or aluminum. Pedestal poles 2 inches and less in nominal diameter shall conform to the requirements of Section 238 for metal conduit.
  - **Sign posts** shall be wood or steel.

Lighting, signal, and pedestal poles; sign posts; and overhead and bridge-mounted sign structures not designed to support variable message signs shall conform to the requirements of the 1994 Edition of AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*.

Overhead and bridge-mounted sign structures (including "butterfly" structures) designed to support variable message signs shall conform to the requirements of the 4<sup>th</sup> (2001) Edition of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* and the following clarifications:

- Basic wind speed shall be used in the designs. Alternate method for wind pressures (Appendix C) shall not be used.
- When the installation location of the structures lie between isotachs, the basic wind speed shall be determined by using the higher adjacent isotach.
- Any optional design parameters indicated in the AASHTO specification that are "allowed when acceptable to the owner" shall not be used for the designs.

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Steel poles, posts and overhead and bridge-mounted sign structures shall be hot-dip galvanized after fabrication. Except when painting is required, steel poles and post shall be given one shop coat of primer and two field coats of paint and the galvanization finish of overhead and bridge mounted sign structures shall be field treated for paint retention and two coats of paint applied.

Signal, lighting, and pedestal poles shall be of a one-piece or sectional single unit, tubular form, and shall be round or multisided. Multisided poles shall have at least eight sides. Pole shafts and arms shall have a removable cap fastened by at least three screws.

Mast arms shall not deflect below the horizontal plane or exceed a rise of 3 percent of the arm length after loads are applied. Mast arm poles shall include an arm attachment flange plate continuously welded to the gusset and side plates. The gusset and side plates shall be continuously welded to the pole and each other. The flange shall be fabricated with four studs permanently attached for receiving nuts (attaching arm). The flange plate and pole shall have a 2 1/2-inch wiring hole with a grommet centered in the pattern.

Strain poles shall not exceed a dead load deflection of 3 percent of the distance between the base of pole and point of dead load attachment. The minimum bottom diameter of strain poles shall be 11 inches.

Signal poles shall have a steel "J" hook located inside the poles for wire suspension within 5 inches of the top.

Lighting, signal poles, and overhead structures shall have a grounding lug welded to the inside of the pole or structure easily accessible from the hand hole. The grounding lug shall be designed to secure the grounding electrode conductor and equipment-grounding conductor by inserting the conductor under a setscrew type of lug.

Signal poles, high mast lighting poles, and all overhead sign structures (including "butterfly" structures) shall have a minimum of six anchor bolts, each having a minimum diameter of 1 1/2 inch. The maximum space between the bottom of base plate and top of foundation shall be no greater than the diameter of the anchor bolt plus 1 inch.

No grout will be permitted between the base plate and the top of the foundation of overhead structures, mast arm, lighting, and signal poles. No lock nuts or split washers will be allowed with the anchor bolts.

**Section 700.02(j) Anchor bolts** is replaced with the following:

- (j) Anchor bolts shall be steel, conforming to the requirements of Section 226.02(c)2. The portion of anchor bolts beginning 4 inches below the top of the foundation and extending above the foundation shall be galvanized, except when stainless steel is used.

Anchor bolts used with signal poles, high mast lighting poles, and all overhead sign structures (including "butterfly" structures) shall conform to the requirements of Section 5.17 of the 4<sup>th</sup> (2001) Edition of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*.

**Section 700.02(k) Breakaway support systems** is amended to replace the first paragraph with the following:

Breakaway support systems shall conform to the requirements of the 1994 Edition of AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*.

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**Section 700.03—Working drawings** is amended to replace the first sentence of the first paragraph with the following:

The Contractor shall submit working drawings to the Department, including design calculations and catalog cuts, in accordance with the requirements of, Section 105 except that seven copies of each shall be submitted with the manufacturers name and address clearly noted.

**Section 700.04(a) Ground Rods** is replaced with the following:

- (a) **Grounding Electrodes:** Grounding electrodes (rods) shall be installed in accordance with the requirements of the NEC or by other methods approved by the Engineer. Grounding electrodes shall be installed utilizing a hydraulic/pneumatic/electric hammer drill driving device with an electrode drive bit to minimize damage to the electrode tip. Electrode drive bit shall be designed for 3/4-inch electrodes. Grounding electrodes shall include a grounding electrode conductor and grounding electrode clamp.

The following procedures shall apply for **Electrical Service Grounding Electrode installations only:**

- Grounding electrodes and grounding electrode conductors shall be installed in the presence of the Engineer at a date and time mutually agreed.
- Grounding electrode and grounding electrode conductors shall be connected utilizing exothermic welds. Exothermic welds shall be designed for the size conductor and grounding electrodes and shall be installed in accordance with the manufacturer's instructions. Grounding electrode conductors and grounding electrodes shall be cleaned to remove oxidation and any other foreign material from the surface before performing the exothermic welds.
- Primary grounding electrode(s) shall not have a resistance to ground of more than 25 Ohms. A 10 foot section of grounding electrode shall have a minimum of 8 foot contact with soil. Grounding electrodes shall be spaced a minimum of 10 feet between all electrodes.
- Primary grounding electrode(s) shall be installed vertically to a depth of 40 feet or until refusal. If the vertical grounding electrode cannot be installed to a minimum of 8 foot contact with soil, the Contractor shall install a grounding electrode at an angle of no more than 45 degrees to a depth of 40 feet or until refusal. If refusal occurs prior to installing the electrode to a minimum of 8 foot contact with soil, the Contractor shall remove the electrode or cut the electrode off 6 inches below grade and abandon.
- Primary grounding electrode(s) meeting the above requirements shall be augmented with an additional grounding electrode and connected in parallel to the primary grounding electrode to form a system. The augmented electrode shall be a single electrode driven to a depth of 4 inches below the finished grade. If refusal occurs prior to installing the electrode to a minimum of 8 foot contact with soil, the Contractor shall remove the electrode or cut the electrode off 6 inches below grade and abandon.
- Grounding electrodes shall be coupled at each section with couplers or exothermic welded splices. The grounding electrode conductor shall be installed to a depth of 18 inches below grade when connecting the primary electrode and augmented grounding electrodes.

- The Contractor shall install a JB-2C junction box at the primary grounding electrode location for access to the electrode, for connection and testing. Grounding electrode conductor(s) shall be installed under the bottom flange of the JB-2C. The grounding electrode shall be centered in the bottom of the JB-2C with a minimum of 6 inches exposed. The JB-2C cover shall have the letters "VDOT ELEC" cast in the depression on top.

The Contractor shall notify the Engineer of those location(s) where primary grounding electrodes do not conform to the following:

- Resistance does not measure 25 Ohms or less.
- Grounding electrode does not have 8 foot contact with soil.

For those conditions indicated above, the Engineer will advise the Contractor how to proceed.

**Grounding Electrode Testing:** Primary grounding electrodes shall be tested after each 10-foot grounding electrode and/or section thereof is installed utilizing the Fall of Potential (three-point measurement) method. After the primary grounding electrode is installed and tested, the Contractor shall connect to the augmented electrode(s) to conduct a system test. The Contractor shall disconnect the grounding electrode conductor from the service equipment ground bus and bonding bushing before testing the grounding electrodes/system. The Contractor shall test the grounding electrode as required by the manufacturer's instructions for the type of earth testing equipment. The Contractor shall record the readings on a form provided by the District Traffic Engineering office. The completed form shall be signed and submitted to the Engineer after installation of the electrical service grounding.

**Section 700.04(c) Concrete Foundations** is replaced with the following:

**Concrete foundations** shall be constructed and cured in accordance with the requirements of Section 404 and shall rest on material that will adequately support the design load. The Contractor may secure the anchor bolts to prevent their movement during concrete placement with a No. 3 or smaller rebar. Rebar shall be attached to the anchor bolts with rebar twist ties. Exposed areas of concrete foundations shall be given a Class 7 finish in accordance with the requirements of Section 404. Items shall not be erected on concrete foundations until concrete has cured for at least 28 days or has obtained a compressive design strength of at least 3,000 pounds per square inch.

Foundations for overhead sign structures shall be spread footings, unless inadequate soil conditions require timber piles. Drilled foundations may be permitted except for single pole structures (overhead-single pole in end forms, cantilever, or butterfly).

Foundation designs for signal poles, high mast lighting poles and overhead sign structures shall be furnished by the Contractor. Designs shall indicate the cubic yard quantity of concrete required for the foundations. Foundations shall be designed to conform to the requirements of the same Edition of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* as the structure it is supporting. The Contractor shall accomplish at least one test bore, as approved by the Engineer, at each foundation location to determine the subsurface conditions prior to designing the foundation. Test bores shall be accomplished in accordance with any of the following three methods:

METHOD 1 - ASTM D420, ASTM D1452 and ASTM D1586  
METHOD 2 - ASTM D3441  
METHOD 3 - ASTM D4719

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Depth of the test borings shall be at least 15 feet west of I-95 and at least 30 feet east of I-95. When test borings are accomplished in the median of I-95, the depth shall be at least 15 feet, north of Route 250 and at least 30 feet, south of Route 250. Soil conditions shall be tested at the ground level and then on depth intervals of 3 feet.

When auger refusal occurs before a 15 feet depth due to rock, the rock shall be continuously cored for at least 5 feet and be sampled in accordance with ASTM 2113. Boring logs shall be properly identified to the actual site with the centerline station and the distance perpendicular from the centerline indicated. On projects where the roadway is existing and no centerline is being surveyed, alternate methods for identifying the location shall be submitted by the Contractor for the Engineer's records. Bore log data shall be submitted electronically in accordance with Materials Division Policy and the resulting borehole log shall be included with the shop drawing submittals for the foundation designs.

The quantity of cubic yards of concrete that is indicated in the contract is an approximation. Payment will be made for the actual cubic yards of concrete based upon the foundation design supplied by the Contractor.

Test bores shall be performed within 5 feet of the foundation's location, as shown on the plans or as directed by the Engineer.

**Section 700.04(e) Poles, Posts and Sign Structures** is amended to replace the third, fourth and fifth paragraphs with the following:

A noncorrosive metal identification tag shall be permanently attached approximately 30 inches above the foundation to each signal, pedestal and lighting pole, overhead sign structure, bridge mounted sign structure, and steel sign post, except U-channel sign posts and square tube steel. The tag shall be of sufficient size for 1/4 inch lettering, single-spaced between lines and shall be attached by noncorrosive screws or rivets.

The tag shall be imprinted with "VDOT" except when the structures are located within an incorporated town or city on a primary or secondary roadway, where it shall be imprinted with the municipality's name, unless otherwise noted on the plans or directed by the Engineer. The tag shall also be imprinted with the following:

1. **Manufacturer's name** on all tags
2. **Manufacturer's unique ID number** on all tags
3. **Date of manufacture** on all tags
4. **Signal poles:** gage and length of pole and mast arm(s)
5. **Pedestal poles:** gage and length of pole
6. **Lighting poles:** gage and length of pole and luminaire arm(s); electrical phase circuit designation
7. **Overhead sign structures:** gage and length of pole and span
8. **Steel sign posts:**
  - I-beams:** length, size, and weight per foot of post

**Section 700.04(e) Poles, Posts, and Sign Structures** is amended to replace the seventh paragraph with the following:

Poles shall be provided with hand holes that face away from traffic. Hand holes shall be at least 3-inches x 5-inches unless otherwise specified and provided with a gasket and cover with an 18 inch long galvanized chain, with a minimum breaking strength of 300 pounds, welded to the inside of the pole at the bottom of the hand hole opening and to the inside of the cover to prevent accidental loss.

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The cover shall be attached to the pole with noncorrosive captive screws, and attachment holes shall be drilled and tapped.

**Section 700.04(g) Conductor Cables** is replaced with the following:

- (g) **Conductor Cables:** Conductor cables in conduit runs more than 100 feet in length shall be installed with the use of an approved lubricant or pulling compound. Cleaning agents and lubricants that have a deleterious effect on cable coverings shall not be used.

Aerial cables that extend more than 20 feet shall be supported by a span wire or reinforced with a copper-clad, galvanized, or stainless steel wire for self-support. Cable rings shall be used to attach conductor cables to the supporting wire; however, lash wire may be used to attach interconnect cable when no other conductor cables are attached to the same span wire. Vinyl tape shall be used as shown on the plans to prevent sag. When aerial cables enter a service entrance head, an 8-inch drip loop shall be formed.

Bends in single or multiple conductor cables shall have a bend radius of at least 5 times the outside diameter of the cable.

Conductor cables shall be installed with the slack length coiled in junction boxes. The coiled length shall be sufficient to allow cables to extend at least 2 feet above junction boxes.

Solderless terminals shall not be used for connecting conductor cables having solid conductors to terminal posts.

Splices in lighting conductor cables will be permitted only at accessible locations. Splices in service entrance conductor cable will be permitted only for connection to the utility company's service conductor cables. Splices will not be permitted in signal and interconnect conductor cables.

Splices in lighting and service entrance conductor cables shall be made in accordance with the requirements of NEC and the following additions and exceptions. Conductor insulation shall be removed only to the amount necessary to install the connector. Exposed conductors shall be wire brushed and cleaned before splicing. Splices shall be made with properly sized non-insulated butt-end connector compression sleeves for single conductors or split bolts for branch circuit connections. Conductor connections shall be made mechanically and electrically secure. Crimping tools used on compression sleeves shall be designed for the application and sized to the splicing connectors.

Splices shall be covered with an insulation rated equal to or higher than the voltage rating of the conductor cable. Single and branch circuit conductor splices shall be properly re-insulated and made water resistant by one of the following:

- 1) Two layers of rubber electrical tape shall be applied half-lapped with the first layer extending the length of disturbed insulation, and second layer extending at least one inch onto clean undisturbed insulation of each conductor. Rubber electrical tape shall be stretched and wrapped tightly to eliminate air gaps. Rubber electrical tape shall be molded around irregular shapes and multiple conductors for smooth insulation build-up. Over the rubber electrical tape, at least two layers of vinyl electrical tape shall be applied half-lapped with each layer overlapping the end of the proceeding layer by at least one inch onto clean undisturbed insulation. The splice and at least one inch of adjacent clean insulation shall be covered using an acceptable water resistant sealing compound for electrical splices.

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- 2) Heat-shrink tubing properly sized shall be installed extending at least 3 inches onto each end of clean undisturbed insulation. End seams around two or more adjacent conductors shall be sealed and made water resistant.
- 3) Splice kit shall be properly sized to extend at least 3 inches onto each end of clean undisturbed insulation.

Single conductor splices within a multi-conductor cable shall be re-insulated using heat-shrink tubing.

Re-jacketing of multi-conductor cables shall be accomplished using heat-shrink tubing properly sized.

Heat-shrink tubing shall be heated using a non-contact flameless device or a flamed heat source device equipped with a shield to prevent the flame from coming in contact with the tubing.

Breakaway connectors shall be installed on luminaire conductors and on signal conductors for signal head assemblies on pedestal poles. Breakaway connectors shall be fused for the hot conductors and nonfused for the grounded conductor. Breakaway connectors shall be located in the hand hole of the pole.

Signal and interconnect cable terminal strips shall be sealed with a moisture block compound to prevent moisture from entering the open cable end. The compound shall be soft, pliable, and easily removable and shall be used in accordance with the requirements of the manufacturer's recommendations.

Termination of interconnect cable will be allowed only in a master controller cabinet, local controller cabinet, or terminal enclosure. The cable shield shall be grounded at each termination point. Whenever the cable is entered for connection to equipment, each wire of the cable shall be connected to a terminal post position.

The Contractor shall conduct a Megger test on the installed interconnect cable and shield, for which a reading of 100M ohms shall be required. Testing for 300-volt cable shall be performed at 200 volts, and testing for 600-volt cable shall be performed at 500 volts. Cables shall be disconnected from controller cabinet terminals during testing.

Service entrance and lighting conductor cables shall be marked in accordance with the requirements of Article 310-11 of NEC. Markings shall be continuous and permanent. Signal and interconnect conductor cables shall be marked in accordance with the requirements of the applicable IMSA specification.

Prior to energizing an electrical system, the Contractor shall demonstrate to the Engineer that the system is clear and free from short circuits, open circuits, and unintentional grounds. Faulty circuits shall be repaired or replaced by the Contractor at his expense.

**1. Electrical service and lighting conductor identification:**

**Grounded conductors:** Insulated grounded conductors (Neutrals) shall be identified by a continuous white or gray outer finish except those larger than No. 6 AWG may be identified by three continuous white stripes on other than green insulation along its entire length.

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**Equipment grounding conductors:** Equipment grounding conductors shall be bare, covered, or insulated. Covered or insulated equipment grounding conductors shall have a continuous outer finish that is either green or green with one or more yellow stripes.

**Ungrounded conductors:** Ungrounded conductors, whether used as a single conductor or in multiconductor cables, shall be finished to be clearly distinguishable from grounded, grounding, and equipment grounding conductors. Ungrounded conductors shall be identified by a continuous color-coding outer finish by phase and system except those larger than No. 6 AWG may be identified only at readily accessible locations by marking tape, tagging or other approved means in accordance with NEC requirements.

Color-coding shall be as follows:

**2-wire circuits, 120 Volts; 3-wire circuits, 120/240 Volts; 3-phase, 4-wire wye circuits, 208/120 Volts and; 3-phase, 4-wire delta circuits, 240 Volts**

Circuit Designation	Color Code
Phase A or Line A	Black
Phase B or Line B	Red or orange*
Phase C	Blue
Grounded Conductor (Neutral)	White or gray** (see exception above)
Equipment Grounding Conductor	Bare, green, or green with one/more yellow stripes

**3-phase, 4-wire wye circuits, 480/277 Volts; 3-phase, 3-wire delta circuits, 480 volts**

Circuit Designation	Color Code
Phase A	Brown
Phase B	Orange
Phase C	Yellow
Grounded Conductor (Neutral)	White or gray** (see exception above)
Equipment Grounding Conductor	Bare, green, or green with one/more yellow stripes

\* For 3-phase, 4-wire delta circuits, Phase B shall be the high leg and shall be orange.

\*\* For outer covering of conductors of different systems that is contained within the same enclosure, refer to Article 200 of the NEC.

Electrical service and lighting conductors shall be permanently identified in accessible locations (hand holes, transformer bases, junction boxes, control centers, etc.) with non-ferrous metal tags or nylon tags attached to the conductor. Identifications shall be stamped or engraved on the metal tags and lettered with permanent ink on the nylon tags. Identifications shall be legible and shall indicate the electrical phase. Lighting conductors shall also indicate the electrical phase circuit designation. When the conductors are within a multi-conductor cable, the tag shall be attached to the cable jacket and shall indicate the required information for all conductors on one tag. If the conductors of a multi-conductor cable have been exposed for splicing, connections, etc., the conductors shall be tagged in lieu of the cable jacket.

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2. **Signal and interconnect cable** jackets shall be permanently identified by integral-impregnated color coding. Color coding for signal cable shall be as follows:

<b>Cable Insulation Color</b>	<b>14/12 Cable</b>	<b>14/7 Cable</b>	<b>14/4 Cable</b>	<b>14/3 Cable</b>
Red	Red	Red	Red	Don't Walk
Orange	Yellow	Yellow	---	---
Green	Green	Green	Green	---
Red w/ black tracer	Red	---	---	---
Orange w/ black tracer	Yellow	---	---	---
Green w/ black tracer	Green	---	---	---
Blue	Green	Green	---	---
White w/ black tracer	Yellow	Yellow	---	---
Black	Red	Red	Yellow	Walk
Black w/ white tracer	Spare	---	---	---
Blue w/ black tracer	Spare	---	---	---
White	AC Ground	AC Ground	AC Ground	AC Ground

Signal and interconnect cables shall be permanently identified in the controller cabinet, junction boxes, hand holes and other accessible locations. Signal conductor cables shall also be identified in the hand hole of poles if the cables are attached to terminal strips in the hand hole. Identifications shall be indicated on nonferrous metal tags or nylon tags attached to the cable with nylon cable ties. The identification shall be stamped or engraved on the metal tags and lettered with permanent ink on the nylon tags. Identifications shall be legible and shall conform to the following:

- a. **signal cable:** phase and location of signal head; e.g., 1 NB leftturn head; 1 NB inside left-turn head; 2 SB through-lane heads; 1 left-turn head and 6 through-lane heads; 2 Ped head NW Quad
- b. **interconnect cable:** description and direction from location (if cable is a spare). The word "spare" shall be included after "inter." The direction from location is required only in the controller cabinet, e.g., Inter. NB; Inter. Spare NB; Inter. WB; Inter.

**Section 700.04(h) Conduit Systems** is amended to add as the first sentence of the first paragraph the following:

Conduit systems shall be rigid except where contract documents specify otherwise.

And is amended to replace the fifth, sixth, seventh and eighth paragraphs with the following:

After testing, individual non-metallic conduit runs more than 150 feet in length that are to remain empty shall be equipped with a woven polyester or aramid pull tape having a tensile strength of at least 1,100 pounds and less than 15 percent elongation at yield. Pull rope shall not be used in non-metallic conduit. Twelve inches of pull tape shall be doubled back into the conduit at each end.

Metallic conduit runs more than 150 feet in length that are to remain empty shall be equipped with either a pull rope or tape having a tensile strength of at least 1,100 pounds. Twelve inches of pull tape or rope shall be doubled back into the conduit at each end.

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Open ends of unused conduit shall be closed with watertight plugs or caps to seal against moisture. Open ends of conduits with conductors installed shall be sealed with an approved soft, pliable and easily removable, waterproof sealant. The sealant shall not have a deleterious effect on cable coverings.

Wherever conduit crosses a structural expansion joint, conduit shall be provided with an expansion fitting. The fitting shall permit longitudinal movement of the amount specified on the plans.

Metal conduit systems shall be bonded. When a nonmetallic conduit system is used, the Contractor shall furnish and install an equipment grounding conductor to maintain a bonded system in accordance with the requirements of the NEC.

Non-metallic conduit with non-metallic cable (fiber optic) within shall be equipped with a No. 8 locator wire.

**Section 700.04(h)2. Buried conduit systems** is amended to replace the second paragraph with the following:

When conduit is to be installed under an existing roadway, entrance or fixed object and open cutting is not permitted, conduit shall be installed by an approved Directional Boring method. Conduit for the directional boring method shall be PVC designed specifically for the directional boring operation or high density PE. With the approval of the Engineer the Contractor may elect to use the jacked method to install a pipe sleeve for installation of the required conduit at no additional cost to the Department.

**Section 700.05—Measurement and Payment for Concrete foundations** is replaced with the following:

**Concrete foundations** will be measured and paid for in units of each or cubic yards of concrete as applicable. When paid for in cubic yards of concrete, no payment will be made for concrete in excess of the cubic yards of concrete required by the foundation design unless otherwise approved by the Engineer. This price shall include foundation design, concrete, reinforcing steel, stub poles, anchor bolts, bolt circle templates, grounding equipment, conduits, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

**Section 700.05—Measurement and Payment for Electrical service** is replaced with the following:

**Electrical service** will be measured in units of each and will be paid for at the contract unit price per each. This price shall include service poles, safety switches or breaker boxes, service entrance conductor cables from utility company's service box, conductors to the safety switch and circuit breaker box, conduits and fittings on poles and steel supports, conduit straps or clamps, meter base, service entrance heads, thimbleye bolts, steel supports, wireway, junction boxes for grounding electrode and utility service, excavation, concrete, and pickup and installation of meter base and current transformer cabinet.

**Section 700.05—Measurement and Payment for Luminaire arms** is replaced with the following:

**Luminaire arms** will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pole mounting brackets, fittings and mounting hardware.

**Section 700.05—Measurement and Payment for Conduit** is replaced with the following:

**Conduit** will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include conduit bodies, fittings, bonding systems, pull ropes, pull tapes,

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plastic spacers, No. 8 locator wire when required, pull or splice boxes with an area of 512 cubic inches or less, supports and protective metal shields.

**Section 700.05—Measurement and Payment** is amended to include the following:

**Electrical service grounding electrode** will be measured in units of each (per 10-foot electrode or portion thereof) and paid for at the contract unit price per each. This price shall include testing, exothermic welds, grounding electrode(s), electrode couplers, grounding conductor, and report documentation.

**Bored conduit** will be measured in units of linear feet and will be paid for at the contract unit price per linear foot for the size specified. The price shall include conduit, fittings, couplings, and when required No. 8 locator wire, bonding systems, and pull rope or tape.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Electrical service grounding electrode (10 foot)	Each
Bored conduit (size)	Linear foot

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**GUIDELINES - PROJECTS REQUIRING TRAFFIC SIGNALS. [USE BY THE NOVEMBER 2006  
ADVERTISEMENT.]  
EXCEPTIONS: NONE.**

S703A0B-1106

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 703—TRAFFIC SIGNALS**

February 21, 2006

**SECTION 703—TRAFFIC SIGNALS** of the Specifications is amended as follows:

**Section 703.02—Equipment** is amended to replace the fourth sentence of the first paragraph with the following:

Controllers shall be furnished completely housed in a weatherproof cabinet.

**Section 703.02(d)4.g.** is amended to replace the third sentence with the following:

The second circuit breaker shall be rated at least 20 amps or as required by the loading and shall operate all other equipment, including the signal load.

**Section 703.04—Measurement and Payment** is amended to replace the third paragraph (**Traffic signal head sections**) with the following:

**Traffic signal head sections** will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, molded terminal blocks, visors, backplates, fittings, realignments, lamps and optical adjustments or LED modules as required.

And to replace the fourth paragraph (**Pedestrian signal heads**) with the following:

**Pedestrian signal heads** will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, LED indication modules, molded terminal blocks, visors, fittings, and realignments.

**GUIDELINES - PROJECTS HAVING TYPE B, CLASS VI PAVEMENT LINE MARKING:  
EXCEPTIONS: NONE.**

S704A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**TYPE B, CLASS VI PAVEMENT LINE MARKING**

February 6, 1996  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of furnishing and installing a self adhesive white or yellow preformed pavement line marking at locations shown on the plans and as directed by the Engineer.

**II. MATERIALS**

Preformed pavement line marking shall be a retro-reflective pliant polymer material consisting of a mixture of polymeric materials, pigments and glass beads distributed throughout its cross-sectional area with a reflective layer of beads embedded into the surface. The markings shall be suitable for use one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

The marking shall have the following reflectance values when tested in accordance with the requirements of ASTM-D4061. The photometric quantity to be measured shall be specific luminance (SL), expressed as millicandelas per square foot per foot-candle. The metric equivalent shall be expressed as millicandelas per square meter per lux. The test distance shall be 50 ft. (15m) and the sample size shall be a 2.0 ft. x 0.25 ft. rectangle (0.61m x .076m).

**INITIAL REFLECTANCE VALUES**

	White		Yellow	
Entrance Angle	86.0°	86.5°	86.0°	86.5°
Observation Angle	0.2°	1.0°	0.2°	1.0°
Specific Luminance	1100	700	800	500

The glass beads on the surface of the material shall have a refractive index of no less than 1.70 when tested using the liquid oil immersion method. The beads shall be tested for acid resistance, in which under 20X magnification, no more than 15% of the beads shall show a distinct opaque white (corroded) layer on their entire surface when tested in accordance with the requirements of VTM 61. The glass beads mixed into the pliant polymer shall have a refractive index of no less than 1.5 when tested by the liquid oil immersion method.

Bead adhesion shall be such that beads are not easily removed when the film surface is scratched firmly with a thumbnail.

The material without adhesive shall have a minimum caliper of 0.065" (1.651 mm) at the thickest portion of the cross-section, and a minimum caliper of 0.020" (0.508 mm) at the thinnest portion of the cross-section.

The surface of the retro-reflective pliant polymer shall provide an initial skid resistance value of no less than 45 BPN when tested according to the requirements of ASTM E-303-83.

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The preformed marking materials shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall be capable of being adhered to asphalt or hydraulic cement concrete by a pre-coated pressure sensitive adhesive. The marking shall be capable of being inlaid during a paving operation on new, dense, or open graded asphalt concrete and shall be ready for traffic immediately after application.

The marking shall be a neat, durable marking that will not flow or distort due to temperature if the pavement surface remains stable. The pliant polymer shall provide a cushioned, resilient substrate that reduces bead crushing and loss. Markings shall be weather resistant and shall show no significant tearing, roll back, lifting, shrinkage, or other signs of poor adhesion, nor appreciable fading, which will impair the intended usage of the marking throughout its intended life.

When the pay item specifies Type B, Class VI contrast pavement line marking, the preformed tape shall be an additional 3" (75 mm) minimum wider than the width specified in the pay item. This additional tape width shall be black non-reflective with 1 1/2" (38 mm) minimum on both sides of the white.

**III. INSTALLATION**

Surface preparation, use of solvents and primers, and equipment used in the application of the markings shall be in accordance with the manufacturer's recommendations. Marking configurations shall be in accordance with the "Manual on Uniform Traffic Control Devices". Unless otherwise indicated, markings installed on new asphalt concrete roadway surfaces shall be inlaid into the surface with the last pass of the asphalt roller (if allowed by tape manufacturer) or directly after the asphalt roller utilizing a separate roller for the tape whereby the marking becomes embedded within the pavement. Temperature requirements of the asphalt and the type of roller allowed shall be in accordance with the tape manufacturer's recommendations. The Contractor shall ensure that inlaid markings are not degraded by the pavement operation.

Markings shall not be installed directly over longitudinal pavement joints.

**IV. TESTING**

Visual night inspections will be made by the Engineer with both Contractor and a manufacturer's representative to identify areas of the pavement markings appearing to reflect below the specified reflectance values. Such areas shall be tested by the Contractor to measure the reflectance values. Pavement markings to be tested shall be clean and dry. Testing shall be performed with the use of an "ECOLUX" brand reflectometer at a minimum temperature of 40°F (4°C) in accordance with the following:

**TESTING REFLECTANCE VALUES**

	<b>White</b>	<b>Yellow</b>
Entrance Angle	86.5°	86.5°
Observation Angle	1.0°	1.0°
Specific Luminance	150	150
Average Value, Minimum		

Test areas will be equal to three miles or less and shall have a minimum of three check points for each type marking therein. Measurements for skip lines shall be 18, distributed over 6 lines at each check point. Measurements for center and edge lines shall be 18, distributed over 300 feet or less of continuous marking. Markings more than 6 inches in width shall have 1/3 of its measurements on the right edge, 1/3 on the axis and 1/3 on the left edge.

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Measured reflectance values, at each check point, will be averaged by type marking to determine conformance to the test reflective values.

All costs associated with testing the markings for reflectance values including but not limited to the cost of maintenance of traffic and the reflectometer shall be borne by the Contractor.

**V. MEASUREMENT AND PAYMENT**

Type B, Class VI pavement line marking will be measured in linear feet for the width specified and will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing and installing pavement line markings, surface preparation, and testing.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Type B, Class VI pavement line marking (Width)	Linear foot
Type B, Class VI contrast pavement line marking (Width)	Linear foot

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**GUIDELINES - PROJECTS REQUIRING REMOVAL OF PCB's IN ELECTRICAL EQUIPMENT (REMOVAL OF SIGN LIGHTING, LIGHTING, SIGNALS, ETC.).**  
**EXCEPTIONS: NONE.**

S705A0B-0702

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ELECTRICAL EQUIPMENT CONTAINING POLYCHLORINATED BIPHENYL(PCB)**

November 22, 1993  
Reissued July 9, 2002

**I. DESCRIPTION**

This work shall consist of determining, removing and disposing of electrical equipment containing PCB as a dielectric fluid or paste. Electrical equipment consists of, but is not limited to, capacitors, ballasts and transformers. Electrical equipment found in offset luminaires are excluded from the requirements of this special provision and need not be inspected for PCB contamination.

**II. PROCEDURE**

**A. Determination:** The Contractor shall determine if the electrical equipment which is to be removed contains PCB. This determination shall be made prior to removal of the equipment in accordance with the following:

1. Check the nameplate on the equipment to determine if any of the following trade names for PCB are indicated.

ALC	DK	Nepolin
Apirolio	Dykanol	Non-Flammable Liquid
Aroclor	EEC-18	No-Flamol
Aroclor B	Elemex	Phenoclor
Asbestol	Eucarel	Pydraul
ASK	Fenclor	Pyralene
Askarel	Hyvol	Pyranol
Capacitor 21	Iclor	Pyroclor
Chlorextol	Interteen	Saf-T-Kuhl
Chlorinol	Kanechlor	Santothem
Clorphen	Kennechlor	Santothem FR
Clorinol	Magvar	Santovac 1 and 2
Diactor	MCS 1489	Therminol

2. If the above trade names are not indicated on the nameplate of the equipment and the equipment is not labeled as not containing PCB, the Contractor shall contact the equipment manufacturer for a determination of the existence of PCB in that equipment. The Contractor shall provide the information requested by the manufacturer which will at least include the type, model and serial number of the equipment. If the manufacturer indicates PCB does not exist in the equipment, the Contractor shall request that documentation in writing on the manufacturing company's letterhead stationery. The documentation shall include all information needed to verify the piece of equipment referenced.
3. If the procedures herein do not allow determination of the existence of PCB or if the manufacturer will not provide the necessary documentation in writing, the Contractor shall assume that PCB is contained within that equipment.

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4. The Contractor shall notify the Engineer in writing of the determination of the existence of PCB in each piece of electrical equipment which could contain such. This documentation shall also include the name, representative's name and telephone number for each company contacted to determine the existence of PCB. If the Contractor was able to obtain written confirmation from the manufacturer that PCB was not in a particular piece of equipment, the Contractor shall furnish the manufacturer's original letter to the Engineer.

**B. Removal and Disposal:** The Contractor shall follow the Environmental Protection Agency's guidelines and the Virginia Department of Environmental Quality's guidelines for the removal, transportation, disposal and spills of PCB laden materials. The Contractor shall provide the shipping manifest and all other correspondence concerning the removal and disposal of PCB laden materials to the Engineer.

### III. Measurement and Payment

Determination of electrical equipment containing PCB will not be measured for separate payment and the cost thereof shall be included in the price bid for the removal of the electrical equipment.

Removal and disposal of electrical equipment containing PCB will be paid for in accordance with the requirements of Section 109.05 of the Specifications for extra work.

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