

ORDER NO.: G63
CONTRACT ID. NO.: C00012379C04

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.

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.

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III. PROCESS FOR DECISION MAKING

Project teams composed of 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.

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"> Acknowledge: 3 days¹ Accept or Return: 14 days Final Determination/Approve: 30 days or as outlined in contract documents. 	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"> Confirmation: 1 day² 	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"> Action: 14 days (or appropriate Action Plan) 	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"> Acknowledge: 3 days¹ Action: 14 days (or appropriate Action Plan) 	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"> Acknowledge: 3 days¹ Action: 30 days (45 days if federal oversight project) 	DA or their designee*	7 days	Established dispute resolution and claims process

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

² 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.

PROCESS GUIDELINES FOR REQUESTS GENERATED BY THE OWNER

Process	Situation	Normal resolution process		Escalated process		Final resolution
		By	Within (calendar days)	By	Within	
1. RFI	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"> Action: 14 days (or appropriate written Action Plan) 	Contractor's Project Manager	7 days	Submit RCA or CCD
2. RCA	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"> Response or Action to safety and environmental issues: 1 day Otherwise acknowledge: 3 days¹ Action: 14 days (or appropriate Action Plan) 	Contractor's Project Manager	7 days	Submit CCD
3. 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"> Acknowledge: 3 days¹ Action: 30 days 	CEO or their designee**	7 days	Established dispute resolution and termination process

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

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VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
WORKING SCHEDULE

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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 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.

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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.

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.