

**ORDER NO.: K95**  
**CONTRACT ID. NO.: C00018136C01**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 105.08—COOPERATION AMONG CONTRACTORS**

October 23, 2007

**SECTION 105.08—COOPERATION AMONG CONTRACTORS** is amended to include the following:

The Woodrow Wilson Bridge Project corridor entails the reconstruction of approximately 7.5 miles of I-95 / I-495, including replacement of the existing bridge over the Potomac River and reconstruction of four major interchanges – two in Virginia and two in Maryland. The Department may at any time contract or approve concurrent contracts for performance of other work on, near, or within the same geographical area of work specified in an existing contract. Contractors shall not impede or limit access to such work by others.

Potential bidders are hereby alerted to the following Woodrow Wilson Bridge contracts that may be ongoing simultaneously:

**Virginia Department of Transportation contracts:**

- 1) Virginia Project No. (FO) 0095-96A-106, C-501 – I-95/US Route 1 Interchange Improvement Contract VA-6/7

Description of the work – This project is the final major contract for completing reconstruction of the I-95/US Route 1 Interchange. The work includes grading, paving, storm drainage, wetlands construction, utility relocation, ground improvements using lightweight backfill, EPS Geofoam and pile supported embankment. The project also includes the construction of nineteen bridges. The Western limits of this project are adjacent to the VB-2/3/6 work.

Currently under construction.

- 2) Virginia Project - Variable Speed Limit (VSL) Contract

Description of the work – This project involves the installation of variable speed limit equipment along I-95 / I-495 within the Telegraph Road Interchange VB-2/3/6 work zone. Approximately every ¾ mile, various VSL equipment (CCTV cameras, VSL signs, static signs, PCMS, detector stations, etc.) will be installed to monitor traffic and dynamically adjust the posted speed limit along I-95 / I-495 between the Springfield interchange in Virginia and the I-295 interchange in Maryland. The project is expected to begin in early 2008 and extend until at least 2010 as a means of enhancing traffic operations during construction.

**Maryland State Highway (“SHA”) contracts:**

- 1) Contract No. PG 3455173R – Bridge Bascule Spans Contract BR-3A

Description of Work: Construction of bridge bascule piers, superstructure, and Operator’s House.

Currently under construction.

- 2) Contract No. PG-5175173 – Bridge Virginia Approach Spans Contract BR-3B

Description of Work: Construction of the Virginia approach spans for the Woodrow Wilson Memorial Bridge.

Currently under construction.

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- 3) Contract No. PG-5155173– Bridge Maryland Approach Spans Contract BR-3C

Description of Work: Construction of the Maryland approach spans for the Woodrow Wilson Memorial Bridge.

Currently under construction.

- 4) Contract No. PG 3485173 - I-295 Contract MA-4

Description of Work: Construction of Outer Loop Express and Local Lanes, Construction of I-295, Construction of Ramps I, M, N and portions of Ramps B, T, Q, R, and H.

Currently under construction.

The Contractor shall not impede the access or progress of such work under construction by other contractors, but shall cooperate and coordinate with other contractors for the timely completion of all construction activities. This shall include attendance at coordination meetings deemed necessary by the Engineer.

In the event the Contractor experiences delays due to the fault of another contractor while prosecuting this work as required herein, no additional compensation will be considered, except for a consideration of an extension of time in accordance with the requirements of Section 108.09 of the Specifications.

**Corridor Coordination Meetings** - Bidders are alerted to the requirement that the Contractor attend regularly scheduled Corridor Coordination Meetings that the sponsoring agencies will chair. The ultimate purpose of these meetings is to facilitate achievement of the two program milestones as well as other contract specific milestones. It is expected that intermediate commitments and benchmarks will be jointly developed and mutually agreed to at these meetings. The content of these meetings may include reviews, analysis and dialogue on:

- Planned contractor operations
- Schedule coordination issues
- Haul routes
- Contractor access issues
- Public access issues
- Utility relocations
- New utility services
- Lane closure schedules
- Environmental permit compliance
- Traffic switch coordination, scheduling, and implementation
- Opportunities for collaboration

When separate contracts are awarded within or near the limits of their respective contract, contractors shall not hinder the work being performed by other contractors. Contractors working within the same project limits shall cooperate with one another. In case of dispute, the Engineer shall be the final decision maker, and his decision shall be binding on the contractors.

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**Integrated Corridor Schedule** - When contracts are awarded to separate contractors for concurrent construction in areas that are common, adjoining or near to each other, or involve interrelated milestones, the Contractor's CPM schedule must include all milestones as well as intermediate commitments and benchmarks that have been jointly developed and mutually agreed to at the Corridor Coordination Meetings. The logic in the Contractor's CPM must track to all of these dates. On behalf of the sponsoring agencies, PCC will also be maintaining an integrated corridor schedule that is based upon the contractors approved CPM's and will contain all milestones, commitments and benchmarks. This schedule will be shared with all affected parties. The integrated corridor schedule will be used by the sponsoring agencies to review any Contractor proposed CPM revisions. The affected parties and the sponsoring agencies must mutually agree to any revisions affecting other contractors at the Corridor Coordination Meetings. In the event that certain dates, timeframes or CPM revisions can not be agreed to mutually between affected contractors, the Engineer shall be the final decision maker, and his decision shall be binding on the contractors.

**Contractor Cooperation** - Each contractor shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Commonwealth from any and all damages and claims that may arise because of any inconvenience, delay, or loss he experiences as a result of the presence and operations of other contractors working in or near the work covered by his contract. The Contractor shall also assume all responsibility for any of the Contractor's work not completed because of the presence or operation of other contractors. Except for the extension of the contract time limit, the Department will not be responsible for any inconvenience, delay, or loss experienced by a contractor as a result of his failure to gain access to the work at the time contemplated. When the failure to gain access is not due to any fault or negligence of the contractor, an extension of the contract time limit will be allowed on a day-to-day basis of the amount of time delayed. The Department will not assume any responsibility for acts, failures, or omissions of one contractor that delay the work of another, except as provided herein.

**Measurement and Payment** - No separate payment will be made to the Contractor for cooperating with other contractors but will be considered incidental to the Work. This includes, but is not limited to, keeping apprised of other contractors' activities, sharing information, working collaboratively, attending Corridor Coordination Meetings and conforming to all other activities requiring cooperation and coordination efforts between contractors identified and associated with the Contract documents.