**105.19 Value Engineering Change Proposals**. The LPA will partner with the Contractor by considering a Contractor’s submission of a Value Engineering Change Proposal (VECP) which must reduce the overall construction cost on projects not containing Design Build provisions. Savings in construction costs will be shared equally between the Contractor and the LPA. The LPA will partner with the Contractor by considering a VECP for time savings on projects not containing time-based award provisions. The economic value of the savings in time will be shared equally between the Contractor and LPA, however the impacted completion date shall be adjusted to the full amount. Time savings VECPs shall not consist of only acceleration and shall contain a substantial amount of material savings as determined by the LPA.

The Contractor’s costs for development, design and implementation of the VECP are not eligible for reimbursement. The VECP must not impair any of the essential functions and characteristics of the project such as service life, reliability, economy of operation, ease of maintenance, safety and necessary standardized features. The VECP designer may not be the designer of record. The submission of the VECP shall conform to Supplement 1113.

The LPA will not approve VECPs with any of the following characteristics:

1. Consist only of non-performing items of work contained in the plans.
2. Include identified plan errors as part of the cost reduction, at the discretion of the LPA.
3. Changes to any special architectural or aesthetic treatments or requires changes to NEPA commitments.
4. Requires concrete beams to be installed with less than 17' vertical clearance over a state highway.
5. Changes the type or buildup of permanent pavement.
6. Compromises controlling design criteria or would require a design exception as discussed in Volume I, Section 100, of the Location and Design Manual.
7. Proposes a time savings to any portion of work on a project which has an Incentive / Disincentive clause associated with Project award.

VECP engineering, design development and implementation costs are not recoverable. Contractor costs or delays due to the LPA’s review or rejection of the VECP are not recoverable.

The LPA may reject the Contractor’s initial VECP or portions thereof and may proceed with such revisions without any obligations to the Contractor if the LPA already is considering revisions to the contract which are subsequently proposed as a VECP.

Acceptance of a VECP is at the sole discretion of the LPA and may be rejected for any reason.