

## **APPENDIX M**

### **Special Provisions (specification or copy notes modifications)**

**c100c00**

**c105ag0**

**c106fn0**

**c302h00**

**S100F100**

**S107F00**

**S107G00**

**S108M00**

**S303DP0**

**S303J00**



(c100c00-0708) **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.

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 7-2008 (SPCN)

(c105ag0-0708) **NO PLAN PROJECT CONSTRUCTION SURVEYING**—Construction surveying for this project shall be in accordance with the following:

**Section 105.13 State Force Construction Surveying** is replaced by the following:

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.

**Section 517—Contractor Construction Surveying** 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 cost for all surveying performed by the Contractor shall be included in the price bid for other items in the Contract.

4-10-08 (SPCN)

(c106fn0-0708) **SECTION 106.03(b) SOURCES FURNISHED BY THE CONTRACTOR** of the Specifications is replaced by the following:

- (b) **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.

1-14-08 (SPCN)

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:

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.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
NOTICE TO PROCEED

June 27, 2008

**SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS** of the Specifications is amended as follows:

**Section 101.02—Terms** is amended to replace the definition for **Notice to Proceed** with the following:

**Notice to Proceed.** A date selected by the Contractor that is no earlier than 15 nor later than 30 calendar days after the date of contract execution on which the Contractor intends to begin the work, or a contract specific date on which the Contractor may begin the work identified as the Notice to Proceed date in the Contract Documents.

**SECTION 105—CONTROL OF WORK** of the Specifications is amended as follows:

**Section 105.01—Notice to Proceed** is replaced with the following:

Unless otherwise indicated in the Contract, the Notice to Proceed date will be the date selected by the Contractor on which the Contractor intends to begin the work. That date shall be no earlier than 15 nor later than 30 calendar days after the date of contract execution. The State Contract Engineer will contact the Contractor on the date of contract execution to inform him that the contract has been executed. The State Contract Engineer will also confirm this date in the Letter of Contract Execution. Copies of the Letter of Contract Execution will be distributed to Department personnel involved in the administration of the Contract and to the Contractor. Within 10 calendar days after the date of contract execution the Contractor shall submit to the Engineer written notice of the date he has selected as his Notice to Proceed date. If the Contractor fails to provide written notice of his selected Notice to Proceed Date within 10 calendar days of contract execution, the selected Notice to Proceed Date will become the date 15 calendar days after the date of contract execution. The Contractor shall begin work no later than 10 calendar days after the date he has selected as his Notice to Proceed date, unless the Notice to Proceed date is otherwise indicated in the Contract, in which case the Contractor shall begin work within 10 calendar days after the specific Notice to Proceed date indicated in the Contract.

Contract Time will commence on the date of the Notice to Proceed. The Letter of Contract Execution will identify the Chief Engineer's authorized representative, hereafter referred to as the Engineer, who is responsible for written directives and changes to the Contract. The Engineer will contact the Contractor after notice of award to arrange a pre-construction conference.

In the event the Contractor, for matters of his convenience, wishes to begin work earlier than 15 calendar days or later than 30 calendar days after the date of contract execution, he shall make such a request in writing to the Engineer within 10 calendar days of the date of contract execution or once a Notice to Proceed Date has been established, if he wishes to begin work more than 10 calendar days after his selected Notice to Proceed date or the Notice to Proceed Date indicated in the Contract, he shall make such a request to the Engineer in writing no later than 5 calendar days after the Notice to Proceed date. If this requested start date is acceptable to the Department, 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 the Contractor's adjusted 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 or prior to the Notice to Proceed date unless otherwise permitted by the Contract or authorized by the Engineer. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he will begin the work.

**SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.01—Prosecution of the Work** is amended to replace the first paragraph with the following:

The Contractor shall begin work on the Contract within 10 calendar days after the date selected by the Contractor as his Notice to Proceed date or within 10 calendar days after the specific Notice to Proceed date indicated in the Contract, unless otherwise altered or amended by specific language in the Contract or as permitted by the provisions of Section 105.01 or Section 108.02 of the Specifications.

**Section 108.04(a) Fixed Date** is amended to add the following after the first paragraph as currently written:

If the Contract identifies a contract specific Notice to Proceed date and the Contract is not executed by that date, the Contractor will receive an extension of time equal to the number of days between the contract specific Notice to Proceed date and the eventual date of contract execution. If the Notice to Proceed date is selected by the Contractor and after prior approval the Engineer directs the Contractor not to begin work on that date, the Contractor will receive an extension of time equal to the number of days between the Contractor's selected Notice to Proceed date and the eventual date the Engineer informs the Contractor that he may commence the work.

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

(a) fails to begin the work under the Contract within 10 calendar days after the Contractor's selected Notice to Proceed date, or within 10 calendar days after a contract specific Notice to Proceed date indicated in the Contract, except as otherwise permitted by specific contract language or the provisions of Section 105.01 or Section 108.02 of the Specifications.

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

November 19, 2007c  
Reissued July 2008

**INTRODUCTION**

The Storm Water Pollution Prevention Plan (SWPPP) is comprised of, but not limited to, the Erosion and Sediment Control (ESC) Plan, the Stormwater Management (SWM) Plan and related Specifications and Standards contained within all contract documents and shall be required for all land-disturbing activities that disturb 10,000 square feet or greater, or 2,500 square feet (*930 square meters or greater, or 232 square meters*) or greater in Tidewater, Virginia. For the purposes of identifying the affected regions assigned to this designation and the requirements therein Tidewater, Virginia is defined as the Counties of Accomack, Arlington, Caroline, Charles City, Chesterfield, Essex, Fairfax, Gloucester, Hanover, Henrico, Isle of Wight, James City, King George, King and Queen, King William, Lancaster, Mathews, Middlesex, New Kent, Northampton, Northumberland, Prince George, Prince William, Richmond, Spotsylvania, Stafford, Surry, Westmoreland and York and the Cities of Alexandria, Chesapeake, Colonial Heights, Fairfax, Falls Church, Fredericksburg, Hampton, Hopewell, Newport News, Norfolk, Petersburg, Poquoson, Portsmouth, Richmond, Suffolk, Virginia Beach and Williamsburg.

For land-disturbing activities that disturb 1 acre or greater, or 2500 square feet or greater (*.4 hectare or greater, or 232 square meters or greater*) in an area designated as a Chesapeake Bay Preservation Area, coverage under the Department of Conservation and Recreation's Virginia Stormwater Management Program (VSMP) General Construction Permit DCR-01 is required. Where applicable, the Department will apply for and retain coverage under this permit for the land disturbing activity. The requirements of this permit will be satisfied by the Contractor's compliance with the project's SWPPP terms and conditions.

The Engineer shall ensure that the SWPPP is kept on the project site at all times and shall be available for review upon request.

The Contractor shall be responsible for reading, understanding, and complying with the terms and conditions of the DCR-01 General Permit and the project's SWPPP as follows:

**I. Project Implementation Responsibilities**

The Contractor shall be 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 or referenced within the plans, Specifications, permits, and other contract documents.

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

**II. Certification Requirements**

In addition to satisfying the personnel certification requirements contained in Section 107.16(a) of the Specifications the Contractor shall certify his activities by completing, signing, and submitting Form C-45 VDOT SWPPP Contractor and Subcontractor Certification Statement to the Engineer at least 7 days prior to commencing any project related land-disturbing activities, both on-site and off-site.

**III. Off Site (Outside the Construction Limits) Requirements**

The Contractor shall develop erosion and sediment control plan(s) and stormwater pollution prevention 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 any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction process. Such plans, upon acceptance, shall become a part of and subject to the overall project plan, the VSMP General Construction Permit, and all other contract requirements.

#### **IV. Reporting Procedures**

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

The Contractor shall be responsible for conducting inspections in accordance with the requirements of Section 107.16(a) of the Specifications. The Contractor 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 the directions contained within the form.

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

The Contractor shall not discharge into state waters sewage, industrial wastes, other wastes or any noxious or deleterious substances nor shall otherwise alter the physical, chemical, or biological properties of such waters that render such waters detrimental for or to domestic use, industrial consumption, recreational or other public uses.

###### **(1) Notification of non-compliant discharges**

The Contractor shall immediately notify the Engineer upon the discovery of or potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the land disturbing activity. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.

###### **(2) Detailed report requirements for non-compliant discharges**

The Contractor shall submit to the Engineer within 5 days of the discovery of the any actual or potential non-compliant 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 and state waters 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.

#### **V. Plans, Changes, Deficiencies and Revisions**

##### **A. Contractor SWPPP**

The Contractor shall develop and provide a SWPPP that documents the location and description of potential pollutant sources such as vehicle fueling areas, storage areas for fertilizers or chemicals, sanitary waste facilities, construction and waste material storage areas, etc. prior to any such pollutant sources being established on the project site. Such plans and 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 plans and documentation as specified herein to the Engineer and, upon review and approval, they shall immediately become a component of the project's SWPPP and subject to all corresponding requirements contained therein.

##### **B. Changes and Deficiencies**

The Contractor shall report to the Engineer when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the project plans or contract documents are discovered that could significantly change the nature or increase the quantity of the pollutants discharged from the land disturbing activity to surface waters.

**C. Revisions to the SWPPP**

Where site conditions or construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan or other any other component of the SWPPP for the land disturbing activity, such revisions or modifications shall be approved by the Engineer and shall be documented by the Contractor on a designated plan set (Record Set). Such plans shall be kept on the project site at all times and shall be available for review upon request.

**VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**Stormwater Pollution Prevention Plan (SWPPP)**  
**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 the erosion and sediment control, stormwater management and stormwater pollution prevention plan requirements for the affected activities associated with this project, the Virginia Stormwater Management Program (VSMP), and the General Construction Permit (DCR01), if applicable to this project, issued by the Virginia Department of Conservation and Recreation. The VSMP Permit authorizes the storm water discharges associated with the construction activities from the project site identified and described in the bid documents and subsequent contract including any off-site support activities required for the complete fulfillment of the work therein.

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)

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SCHEDULE OF OPERATIONS FOR CATEGORY M PROJECTS**

May 12, 2008

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule** of the Specifications is deleted and replaced by this provision.

**General Requirements** – The Contractor shall plan and schedule the work and shall submit his overall work plan in the form of a written Schedule of Operations as described herein, for the Engineer's review and acceptance. The accepted Schedule of Operations will be used by the Engineer for planning and coordination of the Department activities, resources, and expenditures.

When preparing the Schedule of Operations, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other known or specified limitations to the work.

At the Pre-Construction Conference the Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision.

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

**Schedule of Operations** – The Contractor shall submit to the Engineer three (3) copies of the written Schedule of Operations at least seven (7) calendar days prior to beginning work. The Schedule of Operations shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. The Schedule of Operations shall include all work including, as applicable, the work to be performed by sub-contractors, the Department, or others. The Schedule of Operations submittal shall consist of a written Narrative to:

- (a) Describe the Contractor's proposed general sequence to accomplish the work;
- (b) Indicate the general schedule of work to be completed each month in terms of the major operations, routes, or segments of work as delineated in the contract documents or in the absence of such delineations, as agreed to by the Contractor and the Engineer. A bar-chart schedule may be substituted at the Contractor's option.

**Two Week Look-ahead (TWLA) Schedule of Operations** – At least seven (7) calendar days prior to beginning work, the Contractor shall submit to the Engineer, an initial written TWLA Schedule of Operations for any work planned for the first two weeks. Every week thereafter, on a day agreed to by the Contractor and the Engineer, the Contractor shall submit to the Engineer, a written TWLA Schedule of Operations for the following two-week period. The TWLA schedule shall provide a detailed list of operations to indicate the type of operation, location(s) of the work, proposed working days and hours, and the start and finish dates for any work planned, started, in progress, or scheduled for completion during the two-week period. The TWLA Schedule of Operations shall also indicate any critical stage(s) of work requiring VDOT oversight or inspection. The Contractor shall submit three (3) copies of the TWLA Schedule of Operations to the Engineer in any legible format.

The Contractor may revise his TWLA Schedule of Operations at his discretion. However, the Contractor shall notify the Engineer at least forty-eight (48) working hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department oversight or inspection. In the event of extenuating circumstances deemed by the Engineer to be beyond the Contractor's control, the

Engineer may grant verbal concurrence of changes in the Contractor's planned operations with less advance notice, as the need arises.

**Revised Schedule of Operations** – The Contractor may revise his overall plan of operations at any time, however, the Contractor shall submit a Revised Schedule of Operations to reflect any changes in his overall sequence of operations or general schedule. The Contractor may be required, as determined by the Engineer to submit a Revised Schedule of Operations. Circumstances that may prompt the Engineer's decision to request a Revised Schedule of Operations may include deviations from the overall sequence of operations or if the actual progress of work varies by one month or more from the currently accepted Schedule of Operations.

When required by the Engineer, the Revised Schedule of Operations shall be submitted within seven (7) calendar days of receipt of the Engineer's written request. The Revised Schedule of Operations shall be submitted in the form of the Schedule of Operations as defined herein, to reflect the changes in the Contractor's overall work plan. The accepted Revised Schedule of Operations will replace any previously accepted Schedule of Operations for the remainder of the work.

**Review and Acceptance** – The Engineer will review the Initial or subsequent Revised Schedule of Operations submittals for acceptance within seven (7) calendar days of receipt of the Contractor's complete submittal. Review and acceptance by the Engineer will be based on conformance with the requirements of this provision and the Contract.

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 work plan or schedule to the Department. Failure of the Contractor to include in the Schedule of Operations any element of work required by the Contract for timely completion of the Contract shall not excuse the Contractor from his contractual obligations.

**Measurement and Payment** – Category M Schedule of Operations including the Initial and any subsequent Revised Schedule of Operations requested by the Engineer or originated by the Contractor, will not be measured or paid for separately. All associated costs to prepare, update, revise, and/or furnish the Schedule of Operations for Category M projects in accordance with the requirements herein shall be considered incidental to the work.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**NO PLAN AND MINIMUM PLAN CONCEPT**

December 6, 2007c  
Reissued July 2008

**I. DESCRIPTION**

This work shall consist of all construction or reconstruction activities in accordance with the applicable requirements of the Specifications, except where otherwise specified in this provision, and in 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**

Materials shall be in accordance with the applicable requirements of the Specifications, except as otherwise specified in this provision or elsewhere in the contract documents.

**III. 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.

**IV. PROCEDURES**

The Contractor shall perform all construction or reconstruction activities in accordance with the applicable requirements of the Specifications, except as specified as follows:

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 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.

## V. MEASUREMENT AND PAYMENT

Measurement and payment for items of work shall be in accordance with the applicable requirements of the Specifications, except as specified as follows:

**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.

**Extra excavation**, when specified as a bid item, will be measured in cubic yards (*cubic meters*) in accordance with Section 109.01 of the Specifications and will be paid for at the contract unit price per cubic yard (*cubic meter*); 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 \$ **fill-in amount** per cubic yard (*cubic meter*).

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Grading	Lump Sum
Extra Excavation	Cubic Yard ( <i>Cubic meter</i> )

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**TURBIDITY CURTAIN**

January 14, 2008

**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 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 percent 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 (*14 megapascals*) 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 (*75 millimeters*) above the water surface level, to a minimum of one foot (*300 millimeters*) above the bottom or a maximum ten foot (*3 meters*) 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 (*44 kilonewtons*). 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 105.10 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 (*300 millimeters*) above the bottom, or no more than ten feet (*3 meters*) depth for the entire length of curtain at all stages of water level.

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. MEASUREMENT AND PAYMENT**

Turbidity curtain will be measured in linear feet (*meters*) from edge of the curtain along the support cable. Turbidity curtain will be paid for at the contract unit price per linear foot (*meter*), 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:

**Pay Item**

**Pay Unit**

Turbidity Curtain (Type)

Linear Foot (*Meter*)