

APPENDIX M

Special Provisions (specification or copy notes modifications)

c100c00

c105ag0

c106fn0

c302h00

S100F100

S107F00

S107G01 (revised)

S108M00

S303DP0

S303J00

**S303K00 (removed -
information incorporated
into SS30303)**

S302H01 (revised)

SS30302 (revised)

SS1D006 (revised 107.16a)

SS30303 (pending)

(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)

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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)

(c302h00-0708) **SECTION 302.03(b) PRECAST DRAINAGE 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

Signature and Title

1-14-08 (SPCN)

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) GENERAL PERMIT FOR THE DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES 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 Permit for the Discharge of Stormwater from Construction Activities, 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:

Pay Item	Pay Unit
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*)

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
TEMPORARY VEHICULAR WATERCOURSE CROSSING

March 25, 2009

I. GENERAL

This work shall consist of constructing a temporary vehicular watercourse crossing in accordance with these specifications and in conformity with the plans, Standard Drawings, permits and Contract documents.

II. MATERIALS

Pipe shall conform to the requirements of Section 232 of the Specifications.

Class I Dry Riprap shall conform to the requirements of Section 204.02 (b) of the Specifications.

Number 1 coarse aggregate shall conform to the requirements of Section 203 of the Specifications.

Geotextile Bedding Material shall conform to the requirements of Section 245 of the Specifications.

Timber shall be structural grade material conforming to the requirements of Section 236 of the Specifications.

III. CONSTRUCTION

The Contractor shall construct the temporary vehicular watercourse crossing at right angle to the stream. Where approach conditions dictate, the crossing may vary 15 degrees from a line drawn perpendicular to the approximate centerline of the stream.

The finished grade elevation of the crossing shall be 3 feet above the ordinary high water elevation. When not specified in the plans, or elsewhere in the Contract Documents, the Contractor shall determine the ordinary high water elevation using appropriate methods, and submit this information to the Engineer for approval prior to commencement of construction of the crossing.

Clearing and excavation of the stream bed and banks shall be kept to a minimum. The installation and removal of the crossing shall be accomplished in the dry utilizing a dry pump around or a stream diversion.

The Engineer may make minor adjustments in the location of any temporary vehicular watercourse crossing identified in the construction plans provided that the adjustment does not change the design for the temporary vehicular watercourse crossing or impact the environmental permits. In the event that the modifications are not covered by the permit, the Contractor shall be responsible for providing the information necessary for VDOT to secure the required permit modification. All temporary vehicular watercourse crossings will require a water quality permit.

Inlet and outlet ends of culverts greater than 24 inches in diameter shall be countersunk a minimum of 6 inches below the natural stream bed. Inlet and outlet ends of culverts 24 inches or less in diameter shall be countersunk a minimum of 3 inches below the natural stream bed. If bedrock is encountered during installation or if steep slopes prohibit countersinking to the prescribed depth, then the work shall cease and the Contractor shall notify the Engineer.

Geotextile bedding material shall be placed on the stream bed and stream banks prior to installation of the culverts and aggregate. The geotextile bedding material shall cover the stream bed and extend a minimum of one foot beyond the end of the culverts and rip rap material.

The culverts shall extend a minimum of one foot beyond the upstream and downstream toe of the aggregate placed around the culvert.

Timbers used for temporary vehicular watercourse crossing shall be 12-inch x 12-inch timbers and shall be anchored sufficiently to prevent displacement during use or storm events.

The Contractor shall maintain the temporary vehicular watercourse crossing until no longer needed.

When no longer needed, all material associated with the temporary vehicular watercourse crossing shall be removed in their entirety and the stream bed and stream banks restored to their previous elevations. Stream banks shall be reseeded and seed bed protected by the use of geotextile embankment stabilization fabric conforming to the requirements of Section 245.03(d) of the Specifications.

IV. MEASUREMENT AND PAYMENT

Temporary Vehicular Watercourse Crossing will be measured and paid for on an each basis per location. This price shall include full compensation for furnishing and installing all materials including pipe, aggregate riprap, geotextile bedding material, timbers, providing pump around or stream diversion during construction and removal, and all labor, equipment, materials, and incidentals needed for construction, maintenance, and removal and disposal of the crossing when no longer required.

Payment will be made under:

Pay Item	Pay Unit
Temporary Watercourse Crossing	Each

VIRGINIA DEPARTMENT OF TRANSPORTATION
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SUPPLEMENTAL SECTION 303—EARTHWORK

SECTION 303—EARTHWORK of the Specifications is amended as follows:

Section 303.06(e)—Erosion Control Items is amended to replace “15. **Drop Inlet Silt Trap**” and its corresponding Pay Item and Pay Unit with the following:

15. Inlet protection:

- a. **Inlet Protection Type A** will be measured in units of each and will be paid for at the contract unit price per each location shown or specified. The price shall include furnishing and installing temporary filter barrier including posts and top rails, coarse aggregate and, if required, sediment forebay. This price shall also include maintenance and removal until no longer required. Inlet Protection Type A will be paid for only one time during the duration of the project.
- b. **Inlet Protection Type B** will be measured in units of each and will be paid for at the contract unit price per each location shown or specified. The price shall include furnishing and installing hardware mesh cloth, concrete blocks, wooden studs, coarse aggregate, and maintenance and removal until no longer required. Inlet Protection Type B will be paid for only one time during the duration of the project.
- c. **Inlet Protection Type C** will be measured and paid for in accordance with the individual pay items and pay units shown in the Standard Drawing for EC-6, Type C. The individual pay items for Inlet Protection Type C will be paid for only one time during the duration of the project for each location shown or specified

Payment will be made under:

Pay Item	Pay Unit
Inlet protection Type A	Each
Inlet protection Type B	Each

VIRGINIA DEPARTMENT OF TRANSPORTATION
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SUPPLEMENTAL DIVISION I—GENERAL PROVISIONS

SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS

Section 101.02—Terms of the Specifications 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

Section 105.01—Notice to Proceed of the Specifications 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 105.02—Pre-Construction Conference of the Specifications is amended to replace the first paragraph with the following:

After notification of award and prior to the Notice to Proceed date the Contractor shall attend a pre-construction conference scheduled by the Engineer to discuss the Contractor's planned operations for prosecuting and completing the work within the time limit of the Contract. At the pre-construction conference the Engineer and the Contractor will identify in writing the authorities and responsibilities of project personnel for each party. The pre-construction conference may be held simultaneously with the scheduling conference when the Engineer so indicates this in advance to the Contractor. When these are simultaneously held, the Contractor shall come prepared to discuss preparation and submittal details of the progress schedule in accordance with the requirements of the Contract.

Section 105.10(c)(1)—Steel Structures of the Specifications is replaced with the following:

Working drawings for steel structures, including metal handrails, shall consist of shop detail, erection, and other working drawings showing details, dimensions, sizes of units, and other information necessary for the fabrication and erection of metal work.

Section 105.14—Maintenance During Construction of the Specifications is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

Section 105.15(b) Mailboxes and Newspaper Boxes of the Specifications is replaced with the following:

(b) **Mailboxes and Newspaper Boxes:** When removal of existing mailboxes and newspaper boxes is made necessary by construction operations, the Contractor shall place them in temporary locations so that access to them will not be impaired. Prior to final acceptance, boxes shall be

placed in their permanent locations as designated by the Engineer and left in as good condition as when found. Boxes or their supports that are damaged through negligence on the part of the Contractor shall be replaced at his expense. The cost of removing and resetting existing boxes shall be included in other pay items of the Contract. New mailboxes designated in the plans shall be paid for in accordance with the provisions of Section 521 of the Specifications.

SECTION 107—LEGAL RESPONSIBILITIES

Section 107.14(f) Training of the Specifications is amended to replace 5 and 6 with the following:

5. If the Contract provides a pay item for trainees, training shall be in accordance with the requirements of Section 518 of the Specifications.

Section 107.16(a) Erosion and Siltation of the Specifications is amended to replace the fourth paragraph 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 and promptly report their findings to the Inspector. Inspections shall include all areas of the site disturbed by construction activity and all off site support facilities covered by the project's Stormwater Pollution Prevention Plan. Inspections shall be conducted at least once every 14 calendar days and within 48 hours following any runoff producing storm event (Note: If an inspection is conducted as a result of a storm event, another inspection is not required for 14 calendar days following provided there are no more runoff producing storm events during the that period). For those areas that have been temporarily stabilized or runoff is unlikely to occur due to winter conditions (e.g., the site is covered with snow or ice or frozen ground exists), inspections shall be conducted at least once a month. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the project's Stormwater Pollution Prevention Plan. 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, withhold payment of monthly progress estimates, or proceed to correct the specified deficiencies and deduct the entire cost of such work from monies due the Contractor. Failure on the part of the Contractor to maintain a Department certified erosion and sediment control employee within the project limits when land disturbance activities are being performed will result in the Engineer suspending work related to any land disturbance activity until such time as the Contractor is in compliance with this requirement.

Section 107.16(e) Storm Water Pollution Prevention Plan of the Specifications is replaced with the following:

(e) Storm Water Pollution Prevention Plan and Virginia Stormwater Management Program General Permit for the Discharge of Stormwater from Construction Activities

A Stormwater Pollution Prevention Plan (c) identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any off

site support areas and describes and ensures implementation of practices which will be used to reduce pollutants in such discharges.

The 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 or greater in Tidewater, Virginia.

Land-disturbing activities that disturb one acre or greater, or 2,500 square feet or greater in an area designated as a Chesapeake Bay Preservation Area, require coverage under the Department of Conservation and Recreation's Virginia Stormwater Management Program (VSMP) General Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the VSMP Construction Permit). Where applicable, the Department will apply for and retain coverage under the VSMP Construction Permit for those land disturbing activities for which it has contractual control.

The required contents of a SWPPP for those land disturbance activities requiring coverage under the VSMP Construction Permit are found in Section II D of the General Permit section of the VSMP Regulations (4VAC50-60-1170). While a SWPPP is an important component of the VSMP Construction Permit, it is only one of the many requirements that must be addressed in order to be in full compliance with the conditions of the permit.

The Contractor and all other persons that oversee or perform activities covered by the VSMP Construction Permit shall be responsible for reading, understanding, and complying with all of the terms, conditions and requirements of the permit and the project's SWPPP including, but not limited to, the following:

1. Project Implementation Responsibilities

The Contractor shall be responsible for the installation, maintenance, inspection, and, on a daily basis, ensuring the functionality of all erosion and sediment control measures and all other stormwater and pollutant runoff control measures identified within or referenced within the SWPPP, 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.

2. Certification Requirements

In addition to satisfying the personnel certification requirements contained herein, 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.

3. SWPPP Requirements for Support Facilities

Where not included in the plans, 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 on-site or off-site support facilities including but not limited to, borrow and disposal areas, construction and waste material storage areas, equipment and vehicle storage and fueling areas, storage areas for fertilizers or chemicals, sanitary waste facilities and any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction process. Such plans shall document the location and description of potential pollutant sources from these areas and 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 VSMP Construction Permit (where applicable) and shall be subject to all conditions and requirements of the VSMP Construction Permit (where applicable) and all other contract documents.

4. Reporting Procedures

a. Inspection Requirements

The Contractor shall be responsible for conducting inspections in accordance with the requirements herein. 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 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 included in such reports.

5. Changes, Deficiencies and Revisions

a. 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.

b. Revisions to the SWPPP

Where site conditions, construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan or 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 maintained on the project site or at a location convenient to the project site where no on site facilities are available and shall be available for review upon request during normal business working hours.

Section 107.21—Size and Weight Limitations of the Specifications is amended to add the following:

- (d) **Construction Loading of Structures** - In the construction, reconstruction, widening, or repair of bridge, culvert, retaining wall and other similar type structures including approaches, the Contractor shall consider construction loads during the planning and prosecution of the work. If the loading capacity of these type structure(s) is not shown in the contract documents, the Contractor is responsible for contacting the office of the appropriate district bridge engineer to obtain the loading capacity information. Construction loads include but are not limited to the weight of cranes, trucks, other heavy construction or material delivery equipment, as well as the delivery or storage of materials placed on or adjacent to the structure or parts thereof during the various stages (phases) of the work in accordance with the Contractor's proposed work plan. The Contractor shall consider the effect(s) of construction loads on the loading capacity of these type structure(s) in his sequencing of the work and operations, including phase construction. At the Engineer's request the Contractor shall be prepared to discuss or review his proposed operations with the Engineer with regard to construction loads to demonstrate he has taken such into consideration in the planning and execution of the work.

SECTION 108—PROSECUTION AND PROGRESS OF WORK

Section 108.01—Prosecution of the Work of the Specifications 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—Determination and Extension of Contract Time Limit of the Specifications is amended to replace the second paragraph with the following:

With a fixed date contract when 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 calendar 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.

Section 108.04(a) Fixed Date of the Specifications 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 of the Specifications 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.

SECTION 109—MEASUREMENT AND PAYMENT

Section 109.09—Payment For Material On Hand of the Specifications is replaced with the following:

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the project. Such material payments will be for only those actual quantities identified in the contract, approved work orders, or otherwise **authorized and documented by the Engineer** as required to complete the project and shall be in accordance with the following terms and conditions:

- (a) **Structural Steel or Reinforcing Steel:** An allowance of 100 percent of the cost to the Contractor for structural steel or reinforcing steel materials secured for fabrication not to exceed 60 percent of the contract price may be made when such material is delivered to the fabricator and has been adequately identified for exclusive use on the project. **The provisions of this section for steel reinforcement will only apply where the quantity of steel reinforcement is identified as a separate and distinct bid item for payment.** An allowance of 100 percent of the cost to the Contractor for superstructure units and reinforcing steel, not to exceed 90 percent of the contract price, may be made when fabrication is complete. Prior to the granting of such allowances, the materials and fabricated units shall have been tested or certified and found acceptable to the Department and shall have been stored in accordance with the requirements specified herein. Allowances will be based on invoices, bills, or the estimated value as approved by the Engineer and will be subject to the retainage requirements of Section 109.08. **For the purposes of this section fabrication is defined as any manufacturing process such as bending, forming, welding, cutting or coating with paint or anti-corrosive materials which alters, converts, or changes raw material for its use in the permanent finished work.**
- (b) **Other Materials:** For aggregate, pipe, guardrail, signs and sign assemblies, and other nonperishable material, an allowance of 100 percent of the cost to the Contractor for materials, not to exceed 90 percent of the contract price, may be made when such material is delivered **to the project** and stockpiled or stored in accordance with the requirements specified herein. Prior to the granting of such allowances, the material shall have been tested and found acceptable to the Department. Allowances will be based on invoices, bills, or the estimated value of the material as approved by the Engineer and will be subject to the retainage provisions of Section 109.08.
- (c) **Excluded Items:** No allowance will be made for fuels, form lumber, falsework, temporary structures, or other work that will not become an integral part of the finished construction. **Additionally, no allowance will be made for perishable material such as cement, seed, plants, or fertilizer.**
- (d) **Storage:** Material for which payment allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged, the Contractor shall repair or replace them **at no additional cost to the Department. Repair or replacement of such material will not be considered the basis for any extension of contract time.** If payment allowance has been made prior to such damage or loss, the amount so allowed or a proportionate part thereof will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement has been made.

When it is determined to be impractical to store materials within the limits of the project, the Engineer may approve storage on private property or, for structural units and reinforcing steel, on the manufacturer's or fabricator's yard. Requests for payment allowance for such **stored** material shall be accompanied by a release from the owner or tenant of such property or yard agreeing to permit the removal of the materials from the property without cost to the Commonwealth.

- (e) **Materials Inventory:** If the Contractor requests a payment allowance for properly stored material, he shall submit a certified and itemized inventory statement to the Engineer no earlier than five days and no later than two days prior to the progress estimate date. The statement shall be submitted on forms furnished by the Department and shall be accompanied by **supplier's or manufacturer's** invoices or other documents that will verify the material's cost. Following the initial submission, the Contractor shall submit to the Engineer a monthly-certified update of the itemized inventory statement within the same time frame. The updated inventory statement shall show additional materials received and stored with invoices or other documents and shall list materials removed from storage since the last certified inventory statement, with appropriate cost data reflecting the change in the inventory. If the Contractor fails to submit the monthly-certified update within the specified time frame, the Engineer will deduct the full amount of the previous statement from the progress estimate.

At the conclusion of the project, the cost of material remaining in storage for which payment allowance has been made will be deducted from the progress estimate.

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SUPPLEMENTAL SECTION 303—EARTHWORK

SECTION 303—EARTHWORK of the Specifications is amended as follows:

Section 303.02—Materials is amended to add the following:

- (e) **Seed** shall conform to Section 244.02(c) of the Specifications.

Section 303.03—Erosion and Siltation Control is amended to replace the second paragraph the following:

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 in accordance with the requirements of Section 107.16(a) of the Specifications. 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.

Section 303.03(b) Soil Stabilization is amended to replace the last paragraph with the following:

Areas that cannot be seeded because of seasonal or adverse weather conditions shall be mulched to provide some protection against erosion to the soil surface. Mulch shall be applied in accordance with the requirements of Section 603.03(e) of the Specifications and paid for in accordance with the requirements of Section 603.04 of the Specifications. Organic mulch shall be used, and the area then seeded as soon as weather or seasonal conditions permit in accordance with the requirements of Section 603.03 of the Specifications. Organic mulch includes: straw or hay, fiber mulch, wood cellulose, or wood chips conforming to the requirements of Section 244.02(g) of the Specifications.

Section 303.03(f) Sediment Traps and Sediment Basins is replaced with the following:

- (f) **Sediment Traps and Sediment Basins:** Sediment traps shall be utilized where the storm water runoff from disturbed areas is comprised of flow from a total drainage area of less than 3 acres. Sediment basins shall be utilized where the storm water runoff from disturbed areas is comprised of flow from a total drainage area of 3 or more acres. Once a sediment trap or basin is constructed, the dam and all outfall areas shall be stabilized immediately.

Section 303.03—Erosion and Siltation Control is amended to add the following:

- (h) **Temporary Diversion Dike:** This work shall consist of constructing temporary diversion dikes at the locations designated on the plans and in accordance with the plan details and the Specifications, stabilizing with seed and mulch, maintaining, removing when no longer required, and restoration of the area.

Temporary diversion dikes shall be installed as a first step in land-disturbing activities and shall be functional prior to upslope land disturbance. The dike shall be constructed to prevent failure in accordance with Section 303.04 of the Specifications. Seeding and mulch shall be applied to the dike in accordance with Section 603 of the Specifications immediately following its construction. The dikes should be located to minimize damages by construction operations and traffic.

The Contractor shall inspect the temporary diversion dikes after every storm and repairs made to the dike, flow channel, outlet, or sediment trapping facility, as necessary. Once every two weeks, whether a storm event has occurred or not, the measure shall be inspected and repairs made if needed. Damages to the dikes caused by construction traffic or other activity must be repaired before the end of the working day.

Section 303.06(e)—Erosion Control Items is amended to replace “6. **Geotextile fabric**” with the following:

6. **Geotextile fabric** attached to brush barriers or existing fence or used for another function specified on the plans will be measured in square yards, complete-in-place, excluding laps, and will be paid for at the contract unit price per square yard. This price shall include trimming the brush barrier; furnishing, installing, maintaining, and removing the fabric; and dressing and stabilizing the area.

The brush barrier will not be measured for separate payment. The cost thereof shall be included in the price for clearing and grubbing.

Section 303.06(e)—Erosion Control Items is amended to replace “15. **Drop Inlet Silt Trap**” and its corresponding Pay Item and Pay Unit with the following:

15. Inlet protection:

- a. **Inlet Protection Type A** will be measured in units of each and will be paid for at the contract unit price per each location shown or specified. The price shall include furnishing and installing temporary filter barrier including posts and top rails, coarse aggregate and, if required, sediment forebay. This price shall also include maintenance and removal until no longer required. Inlet Protection Type A will be paid for only one time during the duration of the project.
- b. **Inlet Protection Type B** will be measured in units of each and will be paid for at the contract unit price per each location shown or specified. The price shall include furnishing and installing hardware mesh cloth, concrete blocks, wooden studs, coarse aggregate, and maintenance and removal until no longer required. Inlet Protection Type B will be paid for only one time during the duration of the project.
- c. **Inlet Protection Type C** will be measured and paid for in accordance with the individual pay items and pay units shown in the Standard Drawing for EC-6, Type C. The individual pay items for Inlet Protection Type C will be paid for only one time during the duration of the project for each location shown or specified

Payment will be made under:

Pay Item	Pay Unit
Inlet protection Type A	Each
Inlet protection Type B	Each

Section 303.06(e)—Erosion Control Items is amended to add the following:

18. **Temporary diversion dike** will be measured and paid for in units of feet, complete-in-place. This price shall be full compensation for installing the diversion dike, stabilizing with seed and mulch, maintaining, removing when no longer required, and restoration of the area.

Payment will be made under:

Pay Item

Pay Unit

Temporary Diversion Dike

Foot