**Special Note for Roadside Regrading**

1. **DESCRIPTION**

Except as provided herein, all work shall be performed in accordance with the Department's Standard Specifications, Interim Supplemental Specifications, applicable Standard and Sepia Drawings, applicable Special Provisions and Special Notes, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Site Preparation; (3) Roadside Regrading; (4) Constructing Embankments, Embankment Benching, and/or Excavation; (5) Erosion Control; and (6) Any other work as specified in this Contract.

1. **MATERIALS**

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

1. **Maintain and Control Traffic.** See Traffic Control Plan.
2. **Erosion Control.** See Special Note for Erosion Control.
3. **Channel Lining, Class II.** When listed as a bid item, furnish Channel Lining, Class II as per Section 805.
4. **Geotextile Fabric Type IV.** When listed as a bid item, furnish Geotextile Fabric Type IV as per Section 843.
5. **CONSTRUCTION METHODS**
6. **Maintain and Control Traffic.** See Traffic Control Plan.
7. **Erosion Control.** See Special Note for Erosion Control.
8. **Site Preparation.** Be responsible for all site preparation including, but not limited to: staking; clearing, grubbing, and removal of all obstructions or any other items; excavation, embankment benching, compacting embankment in place; temporary pollution and erosion control; disposal of excess, waste, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the Engineer.
9. **Staking.** See Special Note for Staking.
10. **Roadside Regrading.** Perform Roadside Regrading at the approximate locations listed on the Summary Sheets and/or Plan Sheets, the Roadside Regrading Summary, or at locations as directed by the Engineer. All work shall be completed according to Sections 204, 205, and 209, or as specified in the ROADSIDE REGRADING and Embankment Benching Details, the Typical Sections, the Plan Sheets, the Roadside Regrading Summary, or as directed by the Engineer. Roadside Regrading shall consist of any necessary clearing, grubbing, grading, and/or reshaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions detailed on the Typical Sections and the Roadside Regrading and Embankment Benching Details**.** Depending on the existing conditions encountered and to achieve the dimensions as detailed in the Typical Sections, Roadside Regrading may also include, but is not limited to: embankment benching, excavating and removing excess material, excavation of rock, providing additional earth material suitable for vegetation growth and grading, shaping, and compacting the earth material.

Provide positive drainage of ditches and slopes at all times during and upon completion of construction. When asphalt surfacing or resurfacing is included in the contract, perform all ditching and as much of the shouldering operations as is practical before beginning final surfacing operations.

1. **Embankment Benching.** Embankment Benching shall be required when the existing groundline has an incline greater than 15%. For more information, refer to the ROADSIDE REGRADING and Embankment Benching Details.
2. **Channel Lining.** Install Class II Channel Lining along any sections of ditches identified in the Proposal, along any fill or ditch backslopes identified in the Proposal requiring Slope Protection, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is used along a steep fill slope in order to establish a width of aggregate shoulder, the Channel Lining is to be capped with Geotextile Fabric Type IV and 4” of Crushed Stone Base. In lieu of 4” of Crushed Stone Base, 4” of DGA and a Double Asphalt Seal Coat may be specified in the Proposal. Install whichever aggregate capping material the Proposal specifies, or as directed by the Engineer.
3. **Right-of-Way Limits.** The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the Contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
4. **Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor’s activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
5. **Coordination with Utility Companies**. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor’s operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR’S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor’s failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
6. **Caution.** The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw their own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.
7. **Control.** Perform all work under the absolute control of the Department. Obtain the Engineer’s approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department’s work in general harmony and in a satisfactory manner, and the Engineer’s decision shall be final and binding upon the Contractor.

1. **Clean Up, Disposal of Waste.** Clean up the project area as work progresses. Dispose of all removed excess material, debris, and other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
2. **Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
3. **METHOD OF MEASUREMENT**
4. **Maintain and Control Traffic.** See Traffic Control Plan.
5. **Erosion Control.** See Special Note for Erosion Control.
6. **Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
7. **Staking.** See Special Note for Staking.
8. **Roadside Regrading.** Roadside Regrading will not be measured in the field at the time of construction but will be measured as the proposed quantities of Embankment in Place AND/OR Roadway Excavation, increased or decreased by authorized adjustments in accordance with 204.04.02. The proposed quantities for each proposed area listed in the Roadside Regrading Summary will be reviewed by the Engineer or their designee and approved for payment if the Contractor’s roadside regrading results are accepted by the Engineer. Generally speaking, for a proposed Roadside Regrading area to be accepted by the Engineer, the Contract will need to achieve the proposed shoulder, ditch, and/or roadside dimensions, including any necessary embankment benching, detailed on the Typical Section and the corresponding Figure listed on the Roadside Regrading and Embankment Benching Details, unless the Engineer approves an adjustment to the proposed dimensions. See the Special Note for Staking for more information about working with the Engineer to determine when it would be appropriate to adjust the proposed dimensions of any particular Roadside Regrading area.

NOTE: if the Roadside Regrading Summary indicates quantities for both Embankment in Place and Roadway Excavation, the proposed quantities for both Embankment in Place and Roadway Excavation will be paid.

1. **Embankment Benching.** Embankment benching shall be required when the existing groundline has an incline greater than 15% (Approx. 6:1). Excavation of embankment benches shall be incidental; however, embankment benching will be measured as Embankment in Place. On the Roadside Regrading Summary, the Department has included quantities for embankment benching within the bid quantities of Embankment in Place for the proposed areas of Roadside Regrading that are anticipated to require embankment benching.
2. **Channel Lining, Class II.** When listed as a bid item, Class II Channel Lining shall be measured according to Section 703.04.
3. **Geotextile Fabric, Type IV.** When listed as a bid item, Geotextile Fabric, Type IV shall be measured according to Section 214.04.
4. **Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection.**  The Department will NOT measure for payment the following activities:Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.
5. **BASIS OF PAYMENT**
6. **Maintain and Control Traffic.** See Traffic Control Plan.
7. **Erosion Control.** See Special Note for Erosion Control.
8. **Staking.** See Special Note for Staking.
9. **Roadside Regrading****.** The Department will make payment for the completed and accepted quantities under the bid items EMBANKMENT IN PLACE and/or ROADWAY EXCAVATION. The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform Roadside Regrading as required by these notes, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
10. **Channel Lining, Class II.** When listed as a bid item, the Department will make payment for Class II Channel Lining according to Section 703.05.
11. **Geotextile Fabric, Type IV.** When listed as a bid item, the Department will make payment for Geotextile Fabric, Type IV according to Section 214.05.