

2012 Standard Specifications for Construction

Warranty DBE % No

FHWA Oversight

NHS

No Yes



#### STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION

#### **PROPOSAL**

1.39 mi of hot mix asphalt cold milling and resurfacing, storm sewer, concrete curb, gutter, sidewalk and ramps, signing and pavement markings on Miller Road from Ballenger Highway to Hammerberg Road, in the city of Flint, Genesee County. This is a Local Agency project.

#### BIDS WILL BE ELECTRONICALLY DOWNLOADED AT 10:30 AM LOCAL TIME, ON 8/6/21

CONTRACT ID	RACT ID CONTROL SECTION		PROJECT	FEDERAL NUMBER
25000-207665	STU	25000	207665A	21A0724

The bidder has downloaded and examined the plans, specifications, special provisions, and related materials in the proposal, as well as the location of the work described in the proposal for this project, and has obtained all addenda issued for this project, and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The bidder hereby proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, do all the work, furnish all the materials except as otherwise specified and, for each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict conformity with the plans therefore and the entire proposal which is incorporated by reference in these pages, and in strict conformity with the requirements of the 2012 Standard Specifications for Construction, Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of the proposal for this project.

The bidder further proposes to do such extra work as may be authorized by the Department, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

The bidder hereby certifies that if it is not prequalified in all classifications required by the advertisement for this project, it has taken such preparatory steps as may be necessary and will within the time specified in Subsection 102.15 of the 2012 Standard Specifications for Construction, designate subcontractor(s) that are fully prequalified in the classification(s) to perform the work

THE BIDDER UNDERSTANDS AND AGREES THAT THE DEPARTMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE BIDDER AND THE DEPARTMENT FOR THE WORK DESCRIBED HEREIN UNTIL SUCH TIME AS THE CONTRACT HAS BEEN FORMALLY EXECUTED BY BOTH THE BIDDER AND THE DEPARTMENT.

The bidder agrees upon submitting this bid that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project.

Unless the bidder gives MDOT advance written notice, MDOT may correspond directly with the insurance agencies concerning questions and problems with the insurance certificates, bonds and related materials. It is the obligation of the bidder to monitor the filing of the insurance certificates, bond, and related materials with MDOT and the bidder is responsible for any failure to provide MDOT with the required materials, on a timely basis and in proper form.

Subject to Subsection 102.17 of the 2012 Standard Specifications for Construction, the bidder agrees to pay to the Michigan Department of Transportation the bid guaranty sum of \$50,000.00 if the bidder fails to provide the required materials and/or execute the contract in accordance with Subsection 102.15 of the 2012 Standard Specifications for Construction.

**Davison TSC** 





#### AASHTOWare Project™ Version 4.5 Revision 027

#### Schedule of Items

Report v1

Letting Number: 210806 Call Number: 015

Contractor:

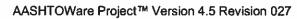
#### Section Information

Section ID	Section Description	Section Total	Alt. Set ID	Alt. Member ID
1 Road	1 Work			

#### **Item Prices**

Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	1500001 - Mobilization, Max\$216,100.00	1.000		
		LSUM		
0020	2030011 - Dr Structure, Rem	79.000		
		Ea		
0030	2030015 - Sewer, Rem, Less than 24 inch	3,298.000		
		Ft		
0040	2030016 - Sewer, Rem, 24 inch to 48 inch	48.000		
		Ft		
0050	2040055 - Sidewalk, Rem	2,350.000		
		Syd		
0060	2040080 - Exploratory Investigation, Vertical	50.000		
		Ft		
0070	2047011Pavt, Rem, Modified	10,500.000		
	_	Syd		
0800	2050010 - Embankment, CIP	1,205.000		
		Cyd		
0090	2050016 - Excavation, Earth	2,055.000		
		Cyd		
0100	2050031 - Non Haz Contaminated Material Handling and Disposal, LM	80.000		
		Cyd		
0110	2050041 - Subgrade Undercutting, Type II	890.000	. !	
		Cyd		
0120	2080020 - Erosion Control, Inlet Protection, Fabric Drop	143.000		
		Ea		
0130	2080036 - Erosion Control, Silt Fence	10,000.000		
		Ft		



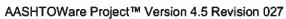




#### Schedule of Items

Report v1

Item Pric	es				
Proposal Line Number		Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0140	3010002 -	Subbase, CIP	745.000		
			Cyd		
0150	3020016 -	Aggregate Base, 6 inch	1,865.000	Million - In Statis	
			Syd		
0160	3020020 -	Aggregate Base, 8 inch	4,985.000		
			Syd		
0170	3020030 -	Aggregate Base, 12 inch	5,025.000		
			Syd		
0180	4020600 -	Sewer, CI E, 12 inch, Tr Det B	2,209.000	COLUMN TO SERVE	
			Ft		
0190	4020604 -	Sewer, CI E, 30 inch, Tr Det B	48.000		
			Ft		
0200	4021231 -	Sewer Bulkhead, 15 inch	3.000		STATE OF B
			Ea		
0210	4021275 - Pipe	Video Taping Sewer and Culv	100.000		-/-
			Ft		
0220	4030005 -	Dr Structure Cover, Adj, Case 1	75.000		
			Ea		
0230	4030006 -	Dr Structure Cover, Adj, Case 2	9.000		
			Ea		
0240	4030010 -	Dr Structure Cover, Type B	7.000	and producting the second	
			Ea		
0250	4030050 -	Dr Structure Cover, Type K	77.000		
			Ea		
0260	4030200 -	Dr Structure, 24 inch dia	7.000		
			Ea		
0270	4030210 -	Dr Structure, 48 inch dia	70.000		
			Ea		
0280	4030220 -	Dr Structure, 60 inch dia	5.000		
			Ea		
0290	4030230 -	Dr Structure, 72 inch dia	2.000		
			Ea		
0300	4030280 -	Dr Structure, Adj, Add Depth	5.000		
			Ft		
0310	4030312 -	Dr Structure, Tap, 12 inch	53.000		
		·	Ea		

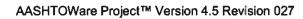




#### Schedule of Items

Report v1

Proposal					
Line Number		Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	4030330	- Dr Structure, Tap, 30 inch	3.000		
			Ea		
0330	4030336	Dr Structure, Tap, 36 inch	1.000		
			Ea		
0340	5010020	- Pavt Joint and Crack Repr, Det 7	240.000		
			Ft		
0350	5010021	- Pavt Joint and Crack Repr, Det 8	240.000		
			Ft		
0360	5010025	- Hand Patching	75.000		
			Ton		
0370	5010046	- HMA, 3E10	975.000		
			Ton		
0380	5010052	- HMA, 4E10	5,812.000		
			Ton		
0390	5010058	- HMA, 5E10	3,415.000		
			Ton		
0400	5017011	Cold Milling, Pavt	31,415.000		
			Syd		
0410	8010005	- Driveway, Nonreinf Conc, 6 inch	1,530.000		
			Syd		
0420	8020038	- Curb and Gutter, Conc, Det F4	15,315.000		
			Ft		
0430	8030030	- Curb Ramp Opening, Conc	250.000		
	n box - re-		Ft		
0440	8030036	- Sidewalk Ramp, Conc, 6 inch	2,425.000		
			Sft		
0450	8030044	- Sidewalk, Conc, 4 inch	5,112.000		
			Sft		
0460	8030046	- Sidewalk, Conc, 6 inch	16,296.000		
			Sft		
0470	8037001 - Modified	Detectable Warning Surface,	250.000		
0.400	04000=1	B 1 01 1 0 H	Ft		
0480	8100371	- Post, Steel, 3 lb	822.000		
0.400	0400400		Ft		
0490	8100403	- Sign, Type III, Rem	66.000		
			Ea		





#### Schedule of Items

Report v1

Item Pric	es			
Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0500	8100405 - Sign, Type IIIB	142.000		
		Sft		
0510	8110045 - Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	59.000		
		Ft		
0520	8110050 - Pavt Mrkg, Ovly Cold Plastic, Merge Arrow Sym	1.000		
		Ea		
0530	8110063 - Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	2.000		
		Ea		
0540	8110078 - Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2.000		
		Ea		
0550	8110153 - Pavt Mrkg, Sprayable Thermopl, 4 inch, White	11,573.000		
0500	04:0454 B 4144 C 11 Th	Ft		
0560	8110154 - Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	18,684.000		
0570		Ft		
0570	8110155 - Pavt Mrkg, Sprayable Thermopl, 6 inch, White	370.000 Ft		
0580	9110150 Dout Make Caravable Thorman	102.000		
USOU	8110159 - Pavt Mrkg, Sprayable Thermopl, 12 inch, White	102.000		
		Ft		
0590	8120012 - Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	28.000		
		Ea		
0600	8120013 - Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	28.000		
		Ea		
0610	8120140 - Lighted Arrow, Type C, Furn	2.000		
		Ea		
0620	8120141 - Lighted Arrow, Type C, Oper	2.000		
		Ea		
0630	8120170 - Minor Traf Devices	1.000		
		LSUM		
0640	8120236 - Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, Yellow, Temp	15,000.000		
		Ft		



#### AASHTOWare Project™ Version 4.5 Revision 027

#### Schedule of Items

Report v1

Item Pric	es			
Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0650	8120246 - Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	6,000.000		
		Ft		
0660	8120252 - Plastic Drum, Fluorescent, Fum	300.000		
		Ea		
0670	8120253 - Plastic Drum, Fluorescent, Oper	300.000		
		Ea		
0680	8120330 - Sign, Portable, Changeable Message, Fum	2.000		
		Ea		
0690	8120331 - Sign, Portable, Changeable Message, Oper	2.000		
		Ea		
0700	8120350 - Sign, Type B, Temp, Prismatic, Fum	490.000		
		Sft		
0710	8120351 - Sign, Type B, Temp, Prismatic, Oper	490.000		
		Sft		
0720	8120370 - Traf Regulator Control	1.000		
		LSUM		
0730	8167011Turf Establishment, Performance	12,415.000		
		Syd		

Section 1 Total:

Total Bid:





#### AASHTOWare Project™ Version 4.5 Revision 027

# Proposal ID: 25000-207665 Project(s): 207665A Letting Number: 210806 Call Number: 015 List items on this page by amendment Contractor:

#### **Item Prices**

Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
	24			
		Total Bid:	920	

Letting Date: August 6, 2021 Item No: 2108 015

Contract ID: 25000-207665

### **DESIGNATED and SPECIALTY ITEMS**

DESIGNATED ITEMS:	COMPANY NAME AND ADDRESS OF PREQUALIFIED SUBCONTRACTOR DOING WORK:
(Cb) Plant-Mixed Hot Mix Asphalt/ Bituminous	
Paving	(COMPANY NAME)
	(COMPANY ADDRESS)
(Ea) Grading, Drainage Structures, and	
Aggregate Construction	(COMPANY NAME)
	(COMPANY ADDRESS)
(J) Miscellaneous Concrete Items	
	(COMPANY NAME)
	(COMPANY ADDRESS)
	(COMPANY NAME)
	(COMPANY ADDRESS)
	(COMPANY NAME)
SPECIALTY ITEMS:	(COMPANY ADDRESS)
	(COMPANY NAME)
SEE NEXT PAGE FOR INFORMATION ON	(COMPANY ADDRESS)

**COMPLETING THIS PAGE** 

# INFORMATION ON COMPLETION OF DESIGNATED AND SPECIALTY ITEMS PAGE

The contractor may sublet the item(s) of work stipulated on the DESIGNATED and SPECIALTY ITEMS page in this bid in accordance with Section 1.08.01 of the 2012 Standard Specifications, Section VII of the required provisions for Federal-Aid Contracts (with the exception noted in the following paragraph), and the following instructions.

The percentage of contract work performed by a contractor's own organization shall comply with Section 1.08.01 of the 2012 Standard Specifications, rather than the lower percentage allowed by Section VII of FHA required contract provisions (form FHWA 1273). Section 108.01 of the 2012 Standard Specifications requires forty percent (40%) performance by a contractor's own organization.

If the contractor <u>IS NOT</u> prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this bid, the contractor MUST, prior to contract award, indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor MUST sublet the appropriate items to the prequalified subcontractor named, unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.

If the contractor <u>IS</u> prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this bid and does not intend to do the work with its own forces, the contractor may indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor MUST sublet the appropriate items to the prequalified subcontractor named, unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.

If the contractor <u>IS</u> prequalified in the DESIGNATED or SPECIALTY ITEMS noted and NO subcontractor is named, any later decision to subcontract said items of work is subject to the sixty percent (60%) limitation of subcontracting.

At the time that a subcontractor is named in a bid to perform any of the DESIGNATED or SPECIALTY ITEMS, that subcontractor must be prequalified for the classification which includes the work it is to perform. In selecting a subcontractor, the prime contractor shall assure itself that the prospective subcontractor has sufficient equipment, working force, and supervision to complete the designated or specialty items to be subcontracted within the specified time limit.

It is understood and agreed that the prequalification of the subcontractor by the Department pursuant to 1933 P.A. 170 is not a guarantee or warranty of the subcontractor's ability to perform or complete the work contained herein.

Rev. (09/11)

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#### AASHTOWare Project™ Version 4.5 Revision 027

#### **Notice of Advertisement**

Report v1

Letting of: 210806

10:30 AM, Local Time

425 W. OTTAWA ST., LANSING, MI 48933

Call Number	Contract ID	Control Section	Project Number	Federal Project Number
015	25000-207665	STU 25000	207665A	21A0724

Description: 1.39 mi of hot mix asphalt cold milling and resurfacing, storm sewer, concrete curb, gutter, sidewalk and ramps, signing and pavement markings on Miller Road from Ballenger Highway to Hammerberg

Road, in the city of Flint, Genesee County. This is a Local Agency project.

Required DBE Participation: 5.00%

Net Classification Required For This Project: \*\* 2377 Cb or Comb/Jt. 2377 Ea, J \*\*

**Estimated Pages For Plans: 41** 

Completion Date: 5/20/2022

In addition to the above minimum prequalification requirement for prime contractors this project includes subclassifications of Cb, Ea and J. If the prime contractor is not prequalified in those subclassifications it must use prequalified subcontractors. Those subcontractors must be designated prior to award of the contract to the confirmed low bidder.

Date Advertised: 7/9/2021

See proposal for bidder guaranty information.

Proposal and plans, if applicable, are available for examination online at <a href="http://mdotcf.state.mi.us/public/eprop/login/index.cfm">http://mdotcf.state.mi.us/public/eprop/login/index.cfm</a>

#### **PROGRESS CLAUSE**

1 of 1

The Owner anticipates that construction can begin no later than

10 days after award or as directed by the Engineer

In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

The Contractor shall prepare and submit a complete, detailed, and signed MDOT Form 1130, Progress Schedule, according to 12SP-101A.

The Progress Schedule shall include, at a minimum, the controlling work items for the completion of the project, as well as the planned dates or work days that these work items will be controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract, must be included in the progress schedule.

If the bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The Project shall be substantially completed, except for permanent seeding by:

On or before October 30, 2021.

Permanent seeding shall be placed between April 15<sup>th</sup> and October 10<sup>th</sup> of any year. Restoration shall be complete prior to moving to the next phase of work unless approved otherwise by the Engineer.

The Project shall be completed in its entirety by:

On or before May 20, 2022

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the 2012 Standard Specifications for Construction.

# CITY OF FLINT SPECIAL PROVISION FOR MAINTAINING TRAFFIC

COF:SDA 1 of 6 April 2020

- a. Description. This work consists of all labor, materials, and equipment required to maintain traffic in accordance with this special provision for the work described within the plans including road reconstruction, storm sewer improvements, water main construction, pavement rehabilitation, and sidewalk ramp replacements, and permanent pavement marking and signing in the City of Flint in Genesee County.
- **b.** General. Maintain traffic throughout the project in accordance with the latest standard specifications, any typicals or supplemental specifications in the contract, and as described on the plans for this project.

The project will be utilizing lane closures as well as detour routes based on the information provided below and in the plans. The Contractor shall maintain local traffic and access to local businesses at all times throughout the project in accordance with Sections 104.07, 104.11, and 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, including any supplemental specifications and as specified herein.

- The Contractor shall notify the Engineer and the City's traffic control contact Rod McGaha at 810-766-7135 three (3) full working days prior to implementation of any lane closures and major traffic shifts.
- The Contractor shall coordinate their operations with other Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA). There will be no additional compensation for any coordination required with other projects. The Contractor's attention is directed to Section 104.08 of the MDOT 2012 Standard Specifications for Construction.
  - a. Work shall be coordinated with franchise utilities for adjustments, relocations and replacements of facilities within the project limits if required.
- Notification to police, emergency vehicles, public transportation and others will be made by the City of Flint.
- 4. Once work is initiated, that work shall be continuous until completed. During construction, access to all side street approaches, adjacent residential and commercial drives shall be maintained unless otherwise allowed under this special provision.
- 5. All local noise and dust control ordinance shall apply to this project.
- 6. Any debris deposited on the roadway or sidewalks by the Contractor, or his subcontractors, shall be removed immediately by the Contractor.
- c. Construction Influence Area (CIA). The CIA includes the right-of-way of the following roadways, within the approximate limits described below:

- 1. On Miller Road from approximately 1,000 feet west of Ballenger Highway to 1,000 east of Hammberg Road.
- 2. In addition, the CIA includes the right-of-way of any designated detour route or alternate route, intersecting roads, and ramps adjacent to the work zone for a distance of approximately 1/4 mile in advance of the work zone or as far as the construction or detour signing extends.
- d. Traffic Restrictions. Maintain traffic in accordance with the maintaining traffic plans and maintaining traffic typicals contained herein, except as noted below. Changes or adjustments to the maintaining traffic typicals may be necessary to fit field conditions, subject to approval of the Engineer or as determined by the Engineer.
  - 1. Utilize the following Maintaining Traffic Typicals:
    - A. M0020a L, D, and B Values
    - B. M0240a Multi-Lane UnDivided 1-Lane Closure No Speed Reduction
    - C. M0430a Closing of Two Adjacent Lanes Through a Five-Lane Undivided Roadway, No Speed Reduction
  - 2. Do not work, deliver material, or close lanes during the holiday periods and/or special events as defined in Tables 1 and 2.

Table 1: 2021 Holiday Periods

Holiday	Start Date and Time	End Date and Time
Memorial Day	3:00 p.m. Friday, May 27 <sup>th</sup>	6:00 a.m. Tuesday, May 31st
Fourth of July	3:00 p.m. Friday July 1st	6:00 a.m. Tuesday, July 5 <sup>th</sup>
Labor Day	3:00 p.m. Friday, September 2 <sup>nd</sup>	6:00 a.m. Tuesday, September 6th
Thanksgiving	3:00 p.m. Wednesday, November 23 <sup>rd</sup>	6:00 a.m. Monday, November 28th

Table 2: 2021Special Events

Local Event	Start Dates and Time	End Date and Time	
Crim Festival of Races	3:00 p.m. Thursday, August 27th	6:00 a.m. Monday, August 30 <sup>th</sup>	

- 3. Work shall be limited to between 7am and 7pm Monday to Friday. All work shall be conducted during day time hours only, but may be allowable outside of the day time hours at the discretion of the Engineer. Any additional cost for maintaining traffic during night time hours and additional equipment needed for night work shall be borne by the Contractor.
  - 4. Contractor shall notify residents in writing 48 hours (2 days) prior to working adjacent to their driveway. Contractor shall maintain local access throughout construction.
  - 5. Contractor shall maintain local access throughout construction and shall not impede or disturb access or use of the parks within the project limits.
- 6. When a lane is closed, place channelizing devices at cross streets and major drives to form a radius that clearly defines the approaches to the through and turning traffic.
- 7. Obtain all necessary permits from local governments within areas of local jurisdiction, including noise/dust ordinance waivers when required, prior to placing construction signing on local roads. Refer to The Noise Control Ordinance of the City of Flint for additional information. The Department will reimburse permit costs in accordance with Subsection 107.02.A of the

Standard Specification for Construction. Prior to placing construction signing on local roads, obtain an approved permit from the Road Commission for Genesee County and any local agencies.

Adhere to all requirements for the traffic signing within an MDOT Right-of-Way. A Right-of-Way Permit application has been submitted to the MDOT Davison TSC, however, the Contractor is responsible for providing the required information to obtain a final approved permit.

8. Contractor shall coordinate with the Mass Transportation Authority (MTA) for closures on Miller Road. The Engineer has discussed routing with the MTA, but additional coordination will be needed once the schedule is provided.

#### e. Traffic General.

- 1. For any lane open to traffic, provide a minimum lane width of 11 feet.
- 2. Repair, at no expense to the Department, any damage done to staging area, signs, or any road surface due to the Contractor's operations.
- 3. Protect the work area at the end of each day. Close all open access points on the project to traffic with Type III barricades or other devices approved by the Engineer. Restore undercuts or excavations in areas immediately adjacent to active traffic lanes to a one-on-four slope from the edge of the roadway at the end of each working period or as directed by the Engineer. Delineate any shoulder under construction that is not in a finished condition left overnight, as shown on plans.
- 4. The City of Flint will be responsible for notifying emergency services, transit agencies, law enforcement, and schools prior to any lane closures, detours, or major traffic shifts. In addition, the Contractor will be responsible for working with and complying with any coordination that is necessary with the Department and emergency services, transit agencies, law enforcement, and schools. All costs associated with these coordination efforts will be considered included in the pay item "Minor Traf Devices."
- 5. All costs associated with maintaining devices during/post a storm event are considered included in the "Operated" item for the traffic control devices.
- 6. Remove all temporary traffic control devices from MDOT right-of-way during any shutdown periods unless needed for directly maintaining or channelizing traffic. No additional payment will be made for removal and/or redeployment of these devices except for in the case of an approved extension of time.
- 7. Material and work to maintain drives open to traffic are included in the major items of work and will not be paid for separately.
  - Any damaged devices shall be replaced immediately at no cost to the Owner.
- f. Stage Construction Maintain traffic in accordance with the restrictions listed in Section Traffic Restrictions and the suggested sequence of operations contained herein. Use of an alternate traffic control plan is subject to review and approval by the Engineer.
  - Stage 1 Westbound Lanes of Miller Road Under Construction
    - A. Traffic will be maintained on the eastbound lanes of Miller Road with one lane in each direction. MDOT Maintaining Traffic Typical m0310 4-Lane Undivided = 1

- Half Closure Single Step Down Speed Limit will be used to close the westbound lanes. A continuous double yellow lane line will be marked on the pavement using the pay item, "Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, Yellow, Temp".
- B. Work expected to be completed in this phase includes removals, grading, placement of aggregate base, placement of concrete curb and gutter, concrete pavement repairs, HMA and concrete cold milling, placement of HMA base and leveling courses, storm sewer replacement and repairs, and all incidental work needed to complete those items.
- 2. Stage 2 Eastbound Lanes of Miller Road under Construction.
  - A. Traffic will be maintained on the eastbound lanes of Miller Road with one lane in each direction. MDOT Maintaining Traffic Typical m0310 4-Lane Undivided = 1 Half Closure Single Step Down Speed Limit will be used to close the eastbound lanes. Double yellow skips, four feet long and placed 20 feet on centers will be used to delineate the two lanes of traffic. This work will be paid using the pay item, "Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow."
  - B. Work expected to be completed in this phase includes removals, grading, placement of aggregate base, placement of concrete curb and gutter, concrete pavement repairs, HMA and concrete cold milling, placement of HMA base and leveling courses, storm sewer replacement and repairs, and all incidental work needed to complete those items.

#### g. Pedestrian or Non-Motorized Facilities.

- 1. Maintain all facilities in accordance with *The Americans with Disability Act* (ADA) requirements. Provide facilities equivalent to or better than the route a person would have encountered prior to construction activities.
- 2. Submit an "ADA Work Plan" for sidewalk and ADA ramp construction prior to any sidewalk ramp closures or removals. The work plan must address pedestrian access and detours. The Engineer will have seven calendar days to review the plan for approval or provide comments for revisions required to obtain approval. Do not proceed with the work until the Engineer has approved the plan.
- 3. Close and detour any sidewalk ramps and crosswalk areas to pedestrian traffic that are impacted by the work. Cover pedestrian signal heads when the crosswalk or ramp is affected.
- 4. Keep sidewalk areas clear of any equipment or materials at all times the sidewalks are open to pedestrian traffic.

#### h. Hot Mix Asphalt (HMA) Work.

- 1. Resurface all HMA milled areas the within five (5) days of the concrete and HMA cold milling operation.
- No traffic is allowed on a HMA or concrete milled surface, unless directed by the Engineer.
- i. Traffic Control Devices. Ensure all traffic control devices are in accordance with the

MMUTCD and must meet the "acceptable" criteria as defined in the ATSSA publication entitled "Quality Guidelines for Temporary Traffic Control Devices and Features" at the time of initial deployment and after each major stage change.

#### 1. General.

- A. During non-working periods, any work site with uncompleted work must have applicable advance signs and channelizing devices at specific locations, as directed by the Engineer, at no additional cost to the Department.
- B. Notify the Engineer 24 hours in advance of when traffic control devices are being delivered to the project site, to allow for initial inspection of devices to take place.
- C. Remove from the project site all traffic control devices (including detour signing) no longer needed for a particular operation and equipment for construction within 14 calendar days of reopening the lane/roadway.

#### 2. Channelizing Devices.

- A. Channelizing devices required for this project are plastic drums, fluorescent sheeting, unless otherwise directed by the Engineer.
- B. Ensure all devices have sufficient ballast to prevent moving or tipping. If moving or tipping occurs, place additional ballast, as directed by the Engineer, at no additional cost to the Department. No more than two ballasts are allowed on each channelizing device.
  - C. Do not use caution tape on this project.
- D. Channelizing device spacing must be 25 feet for tapers and 50 feet for tangents or tighter spacing as directed by the Engineer.
- E. Adjustment of channeling devices may occur in the field at the direction of the Engineer to better accommodate traffic flow.

#### Temporary Signs.

A. Fabricate, install, and remove temporary sign overlays on existing signs with the pay item for Sign, Type B, Temp, Prismatic, Furn. Attach the overlay in accordance with Subsection 812.03.D.2 of the Standard Specifications for Construction.

#### 4. Traffic Signals.

- A. Coordinate the removal or modification of existing traffic signals and installation of temporary or permanent signals with the Engineer.
- B. Prior to each stage, all temporary and/or permanent traffic signal work necessary for traffic control during that stage must be complete and fully operational.
- C. Adjust placement of temporary signal devices in the field, so that opposing traffic can be seen in a stopped condition where possible, as directed by the Engineer.
- D. Prior to each stage, cover any signal indications or overhead signing in conflict with traffic movements during that stage. Methods of covering signs and signal indications require approval by the Engineer before placement.

E. If it becomes necessary to perform installation activities in the middle of an intersection where lane closures would be impractical, Contractor may request police assistance. The Engineer will determine the times police assistance may be used at the intersection. Expedite work in the intersection to minimize the time police assistance is required. Cost for police assistance will be borne by the City.

#### 5. Temporary Pavement Marking.

- A. Remove conflicting pavement markings, pavement markings in taper/transition areas and other markings as directed by the Engineer, for operations occupying a location longer than three days.
- B. Quantities for temporary tape to be placed during paving operations are based on 4-inch strips, 4 feet long, spaced at 50 feet center to center for lane lines and center line, and double 4-inch strips for centerline marked for no passing.
- C. When Type R or NR tape is used, ensure that all temporary pavement markings adhere to the pavement surface until permanent markings are installed.
- D. Complete temporary pavement markings in each stage prior to shifting traffic as directed by the Engineer.
- E. Replace all existing pavement markings that are removed for traffic control or obliterated during construction.
  - F. Delineate the edge line as show on the plans.
- j. Measurement and Payment. Payment will be in accordance with the standard specifications unless otherwise specified. No additional payment will be made for the following activities:
  - 1. Transporting traffic control items from site to site.
  - 2. Providing sufficient vehicles and staff to make changes as-needed onsite during work.
  - Providing sufficient vehicles and staff to remove closures from the roadway.
  - 4. Additional signing or maintaining traffic devices required to expedite the construction will be borne by the Contractor.

#### MINIMUM MERGING TAPER LENGTH "L" (FEET)

OFFSET		POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
FEET	25	30	35	40	45	50	55	60	65	70	
1	10	15	20	27	45	50	55	60	65	70	
2	21	30	41	53	90	100	110	120	130	140	
3	31	45	61	80	135	150	165	180	195	210	
4	42	60	82	107	180	200	220	240	260	280	FEET
5	52	75	102	133	225	250	275	300	325	350	Z
6	63	90	123	160	270	300	330	360	390	420	
7	73	105	143	187	315	350	385	420	455	490	<b> </b>
8	83	120	163	213	360	400	440	480	520	560	🚁
9	94	135	184	240	405	450	495	540	585	630	LENGTH
10	104	150	204	267	450	500	550	600	650	700	
11	115	165	225	293	495	550	605	660	715	770	<u>a-</u>
12	125	180	245	320	540	600	660	720	780	840	TAPER
13	135	195	266	347	585	650	715	780	845	910	1
14	146	210	286	374	630	700	770	840	910	980	
15	157	225	307	400	675	750	825	900	975	1050	

THE FORMULAS FOR THE <u>MINIMUM LENGTH</u> OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

#### "L" = $\frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = S x W WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER

S = POSTED SPEED LIMIT IN MPH

PRIOR TO WORK AREA

W = WIDTH OF OFFSET

# TYPES OF TAPERS UPSTREAM TAPERS

MERGING TAPER SHIFTING TAPER SHOULDER TAPER

TWO-WAY TRAFFIC TAPER

## DOWNSTREAM TAPERS

(USE IS OPTIONAL)

#### TAPER LENGTH

L - MINIMUM 1/2 L - MINIMUM 1/3 L - MINIMUM

100 ' - MAXIMUM

100 ' - MINIMUM (PER LANE)

MINION Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC

TABLES FOR "L". "D" AND "B" VALUES

IIIIOAL	3-9-335		
DRAWN BY: CON: AE:djf	JUNE 2006	MOODO	SHEET
CHECKED BY: BMM	PLAN DATE:	M0020a	1 OF 2
FILE: K: /DGN/TSR/STDS/	NGLISH/MNTTRF/M0020a.	dan RFV. 08/2	1/2006

#### DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D" AND LENGTH OF LONGITUDINAL BUFFER SPACE ON "WHERE WORKERS PRESENT" SEQUENCES

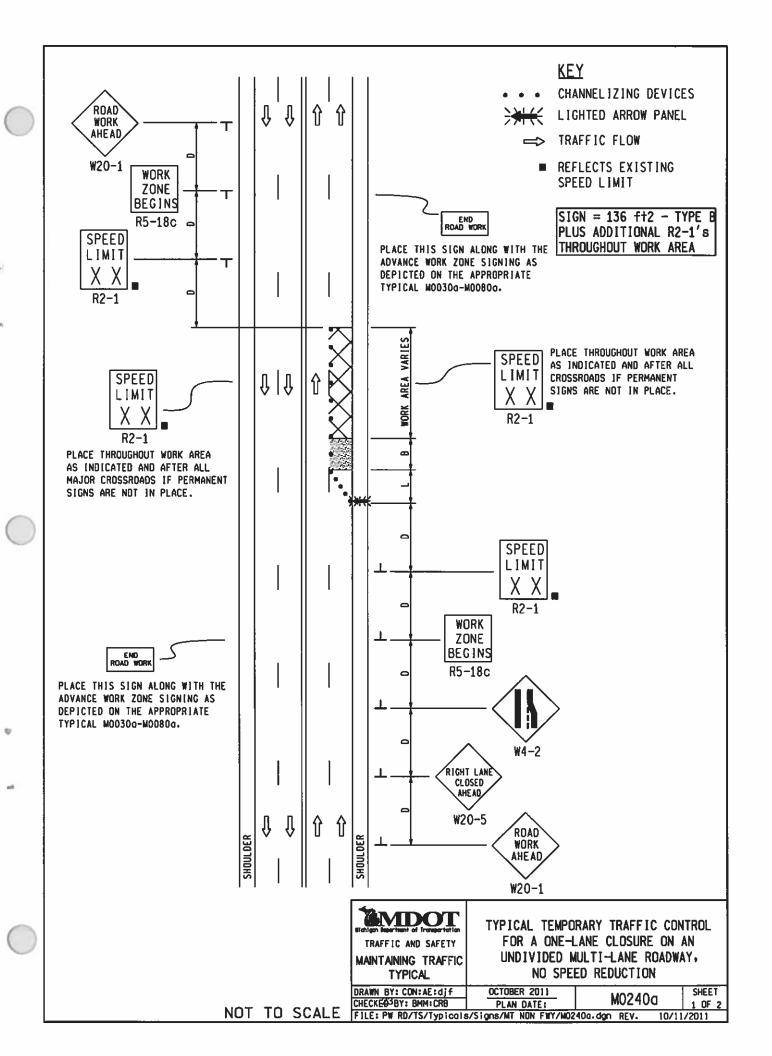
"D"		Р	OSTED S	SPEED L	.IMIT.	MPH (PR	RIOR TO	WORK /	AREA)	
DISTANCES	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

# GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE "B"

SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

- \* POSTED SPEED. OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED
- 1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
  BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY
  ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO, THIS AASHTO DOCUMENT ALSO RECOMMENDS
  ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L'	", "D" AND "B" V	ALUES
DRAWN BY: CON: AE:djf	JUNE 2006	M0020a	SHEET
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#### NOTES

- 1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
  - L = MINIMUM LENGTH OF TAPER
  - B = LENGTH OF LONGITUDINAL BUFFER
  - SEE MOO20a FOR "D." "L." AND "B" VALUES
- ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
- 3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D. ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
- 5. FOR OVERNIGHT CLOSURES. TYPE III BARRICADES SHALL BE LIGHTED.
- 6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
- 7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MOOT WILL BE ALLOWED.
- 8. WHEN BUFFER AREAS ARE ESTABLISHED. THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS. SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
- 26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

#### SIGN SIZES

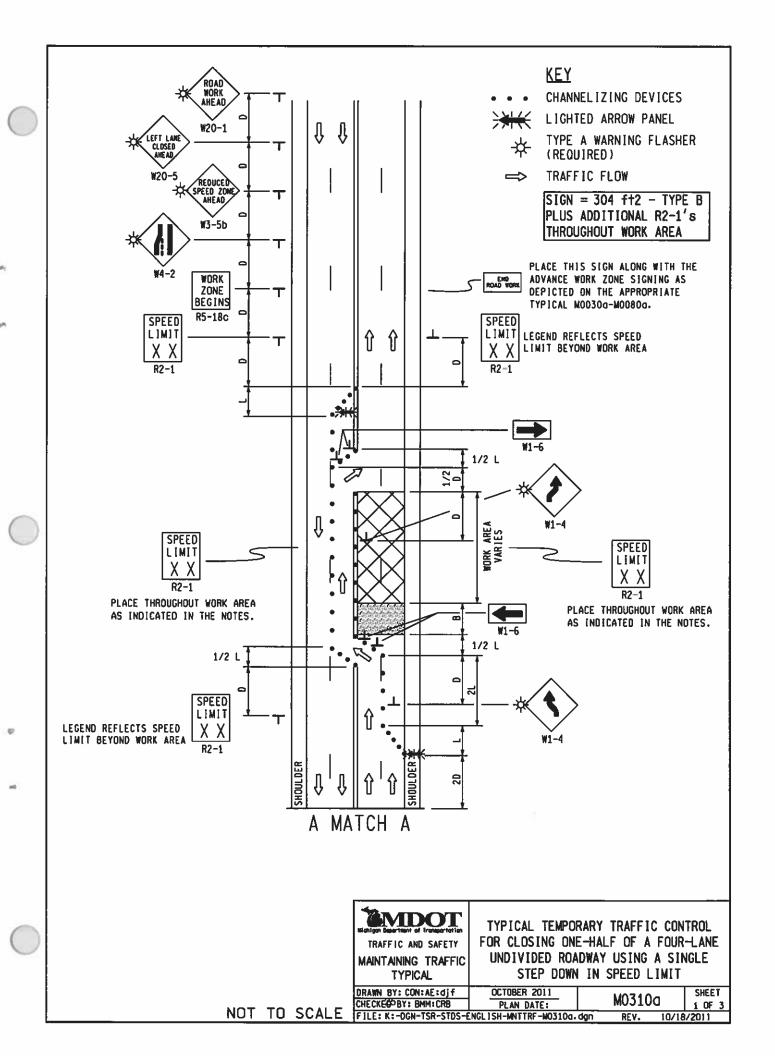
DIAMOND WARNING - 48" x 48" R2-1 REGULATORY - 48" x 60" R5-18c REGULATORY - 48" x 48"

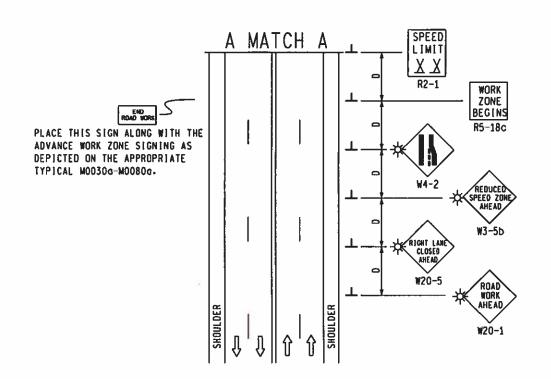
TRAFFIC AND SAFETY MAINTAINING TRAFFIC

TYPICAL.

TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY. NO SPEED REDUCTION

DRAWN BY: CON: AE: d)f OCTOBER 2011 SHEET M0240a CHECKER BY: BMM:CRB PLAN DATE: 2 OF 2 NOT TO SCALE FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011





TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING DNE-HALF OF A FOUR-LANE UNDIVIDED ROADWAY USING A SINGLE STEP DOWN IN SPEED LIMIT

#### **NOTES**

- 1C. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
  L & 1/2 L = MINIMUM LENGTH OF TAPER
  B = LENGTH OF LONGITUDINAL BUFFER
  SEE MOO20a FOR "D." "L." AND "B" VALUES
- 2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
- 3. DISTANCES BETWEEN SIGNS. THE VALUES FOR WHICH ARE SHOWN IN TABLE D. ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
- 5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
- 6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
- 7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MOOT WILL BE ALLOWED.
- 8. WHEN BUFFER AREAS ARE ESTABLISHED. THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.
- 16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA. ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.
- 16E. WHEN EXISTING SPEED LIMITS ARE REDUCED MORE THAN 10 MPH. THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.
- 21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS. SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
- 26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

#### SIGN SIZES

DIAMOND WARNING - 48" x 48" W1-6 WARNING - 48" x 24" RECTANGULAR REGULATORY - 48" x 60" R5-18c REGULATORY - 48" x 48" Withings Separated of Transported on TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE-HALF OF A FOUR-LANE UNDIVIDED ROADWAY USING A SINGLE STEP DOWN IN SPEED LIMIT

REV.

SHEET

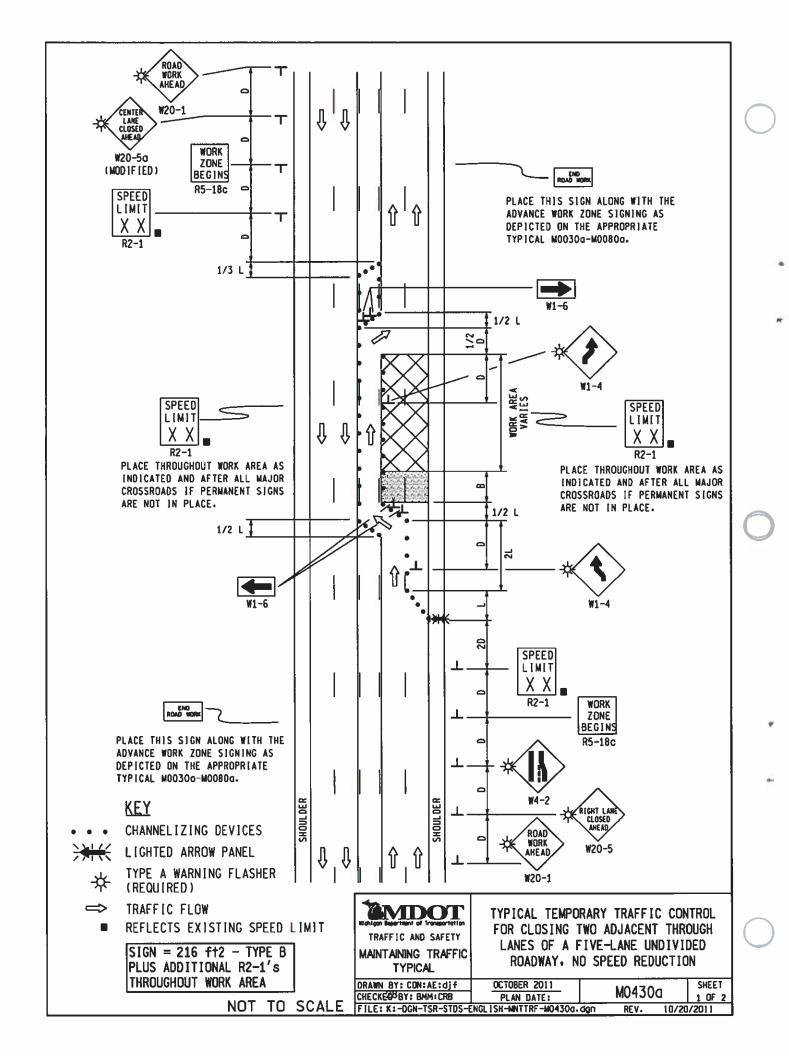
3 OF 3

10/18/2011

DRAWN BY: CON: AE: djf OCTOBER 2011
CHECKEØ/BY: BMM: CRB PLAN DATE: MO3100

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NOT TO SCALE



#### NOTES

- 1E. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
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- 8. WHEN BUFFER AREAS ARE ESTABLISHED. THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS. SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY DTHER TRAFFIC CONTROL DEVICES.
- 26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

#### SIGN SIZES

DIAMOND WARNING - 48" x 48" W1-6 WARNING - 48" x 24" R2-1 REGULATORY - 48" x 60" R5-18c REGULATORY - 48" x 48"

MIDOT Michigan Superiment of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING TWO ADJACENT THROUGH LANES OF A FIVE-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION

#### SIGN MATERIAL SELECTION TABLE

	SIGN MATERIAL TYPE					
SIGN SIZE	TYPE I	TYPE II	TYPE III			
≤ 36" X 36"		X	Х			
>36" X 36" < 96" TO WIDE		X				
> 96" WIDE TO 144" WIDE	X	X				
> 144" WIDE	X					

TYPE I ALUMINUM EXTRUSION PLYWOOD TYPE III ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE FOR ITSIGNS.
VERTICAL JOINTS ARE NOT PERMITTED.
HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

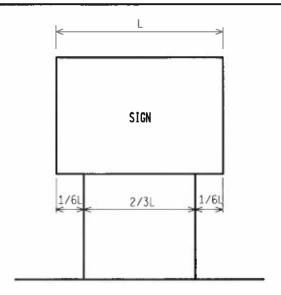
#### POST SIZE REQUIREMENTS TABLE

	POST TYPE					
SIGN AREA (ft²)	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD			
≤9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A			
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*			
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"			
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"			
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"			

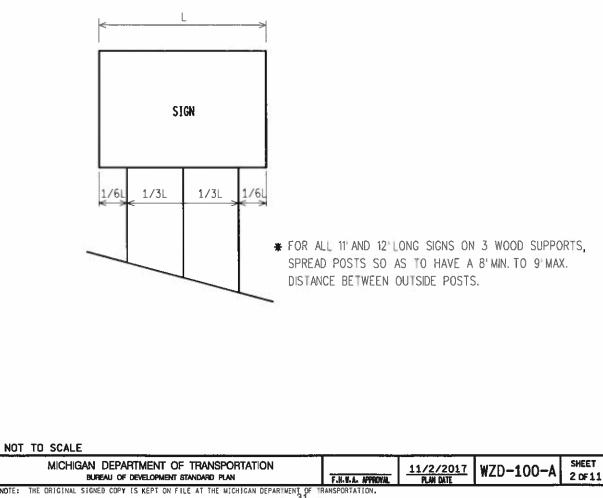
\*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.
SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD
POSTS DEPENDING ON AREA OF SIGN.
A MAXIMUM OF 2 POSTS WITHIN A 7'PATH IS PERMITTED.

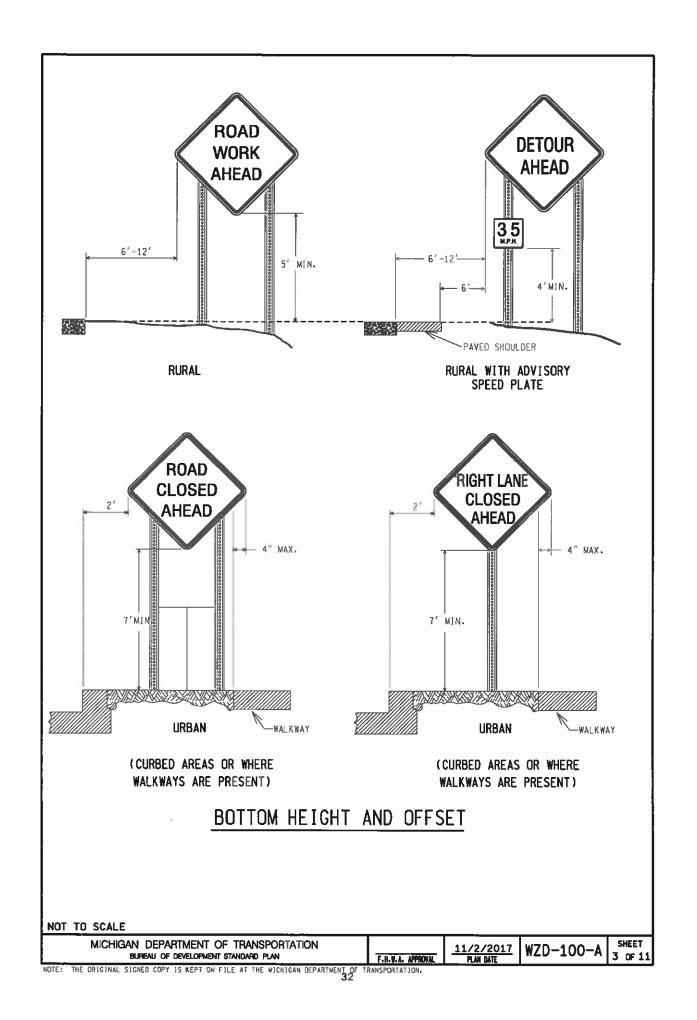
MDOT	DEPARTMENT DIRECTOR  Krk Y Staudie	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR			
PREPARED BY	APPROVED BY:	GROUND DRIVEN SIGN SUPPORTS FOR TEMP SI			•
DESIGN DIVISION					
DRAWN BY: CON/ECH			11/2/2017	W7D 400 A	SHEET
CHECKED BY: AUG	APPROVED BY:	F.H.V.A. APPROVAL	PLAN DATE	WZD-100-A	1 OF 11

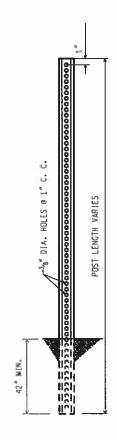
# 2 POST SIGN SUPPORT SPACING

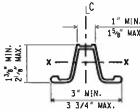


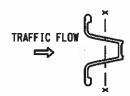
# 3 POST SIGN SUPPORT SPACING











WEIGHT = 3 lbs/ft SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

#### 3 Ib. U - CHANNEL STEEL POST (NO SPLICE)

MOUNT SIGN ON OPEN FACE OF U - CHANNEL STEEL POST

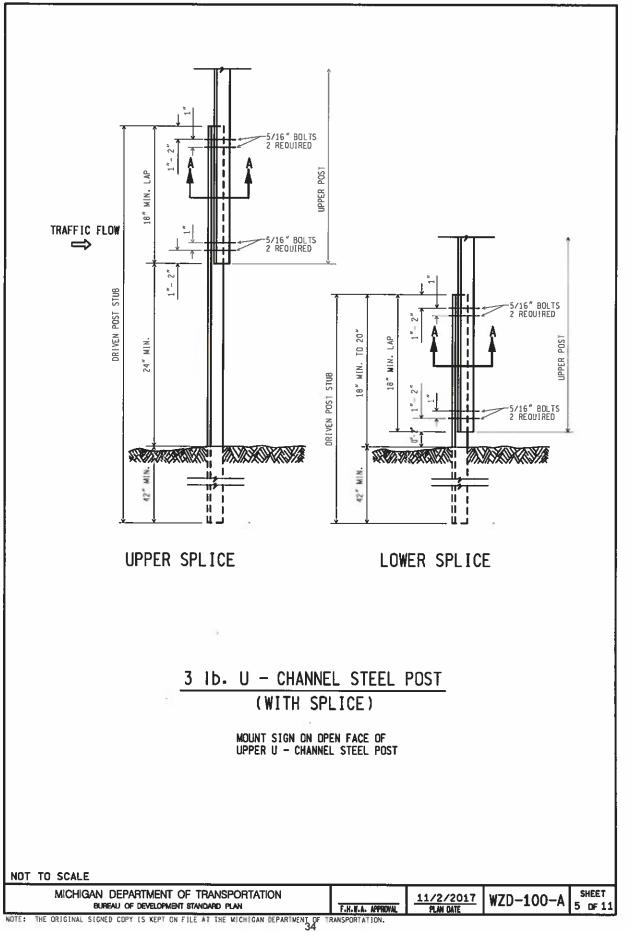
NOT TO SCALE

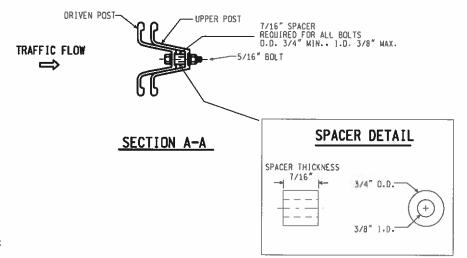
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN

11/2/2017 PLAN DATE

WZD-100-A

SHEET 4 OF 11



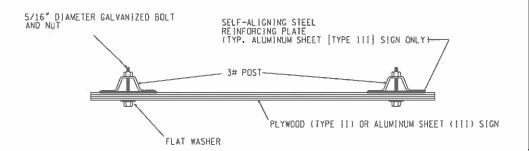


#### NOTES:

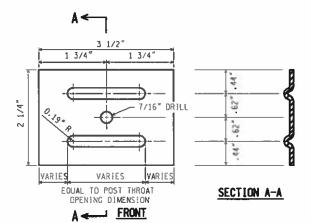
- 1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.
- 2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" to 2" FROM THE END OF THE LAP.
- 3. THE INTERIOR BOLT (FARTHEST FROM LAP). SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.
- 4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.
- 5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

#### 3 Ib. U - CHANNEL STEEL POST (WITH SPLICE)

NUI TU SCALE					
1	DEPARTMENT OF TRANSPORTATION REAU OF DEVELOPMENT STANDARD PLAN	F.H.V.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 6 OF 11



#### SIGN TO 3 Ib. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

- 1. MATERIAL: 12 GAUGE CARBON STEEL.
- 2. TOLERANCE ON ALL DIMENSIONS ± 0.0625"
- 3. FINISH-AFTER STAMPING AND PUNCHING. GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT **GALVANIZE) COATINGS ON PRODUCTS** FABRICATED FROM PLATES OR STRIPS

STEEL SIGN REINFORCING PLATE REQUIRED FOR TYPE III SIGNS ONLY

3 Ib. U - CHANNEL STEEL POST SIGN CONNECTION

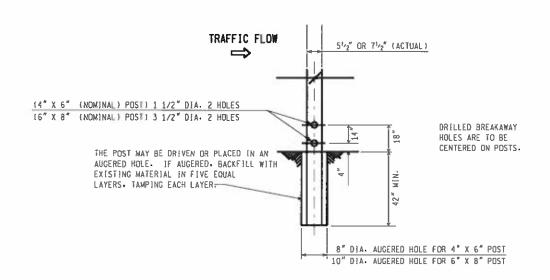
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN F.H.W.A. APPROVAL

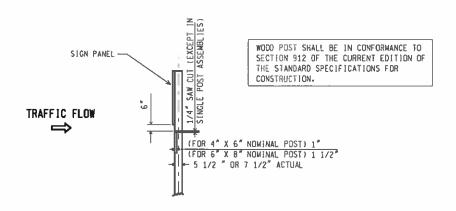
11/2/2017 PLAN DATE

WZD-100-A

SHEET 7 of 11



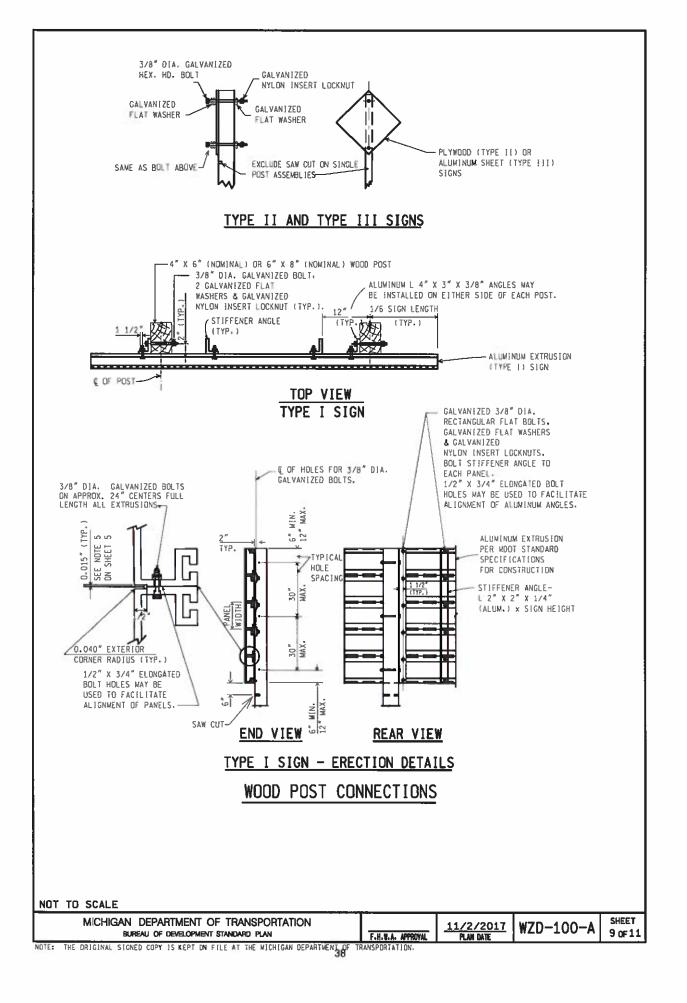
### WOOD POST BREAKAWAY HOLES/ DIRECT EMBEDMENT DETAILS

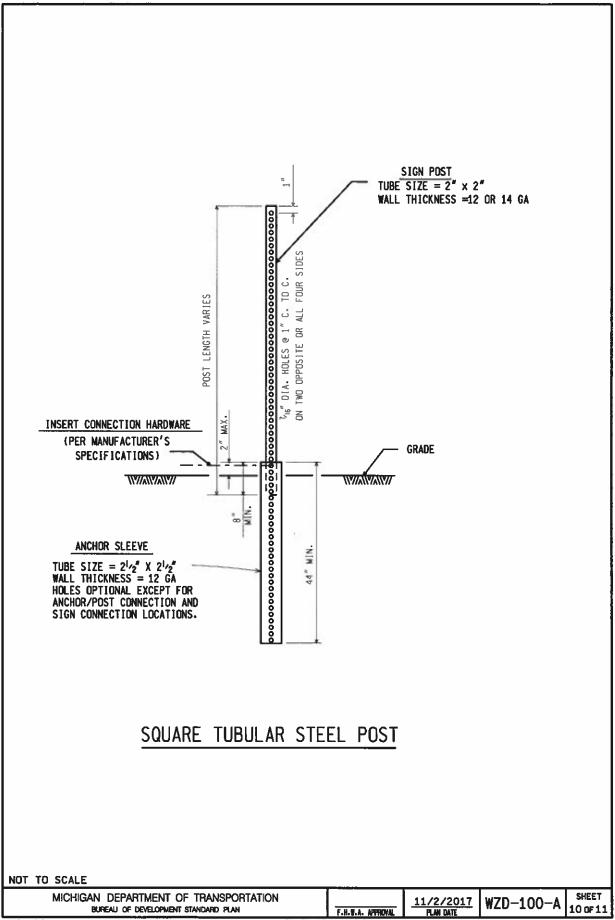


## SAW CUT DETAIL (MULTIPLE POST INSTALLATIONS)

### WOOD POST DETAILS

NOT	TO SCALE				
	MICHIGAN DEPARTMENT OF TRANSPORTATION		11/2/2017	WZD-100-A	SHEET
	BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.V.A. APPROVAL	PLAN DATE	"25 100 K	8 OF 11

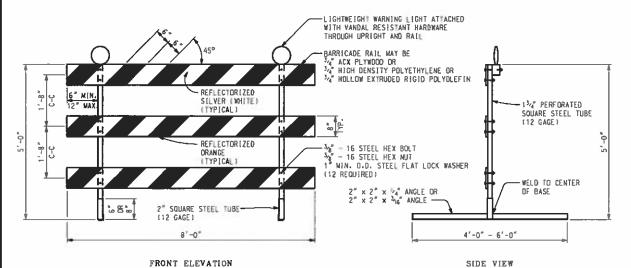




### **GENERAL NOTES:**

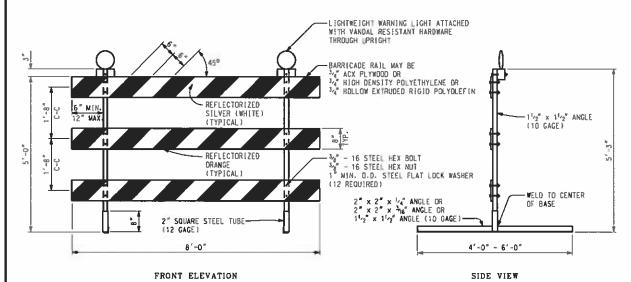
- 1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
- 2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
- 3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
- 4. BRACING OF POST IS NOT PERMITTED.
- 5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
- ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
- 7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
- 8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
- 9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
- 10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
- 11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
- 12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
- 13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.
- TEMPORARY WOOD SUPPORTS DO NOT REQUIRE PRESERVATIVE TREATMENT.

NOT :	TO S	CALE
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FRONT ELEVATION

#### PERFORATED SQUARE STEEL TUBE OPTION

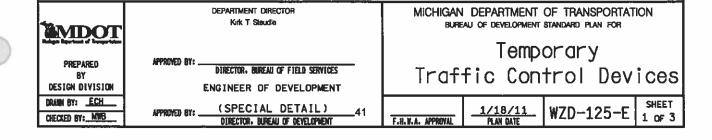


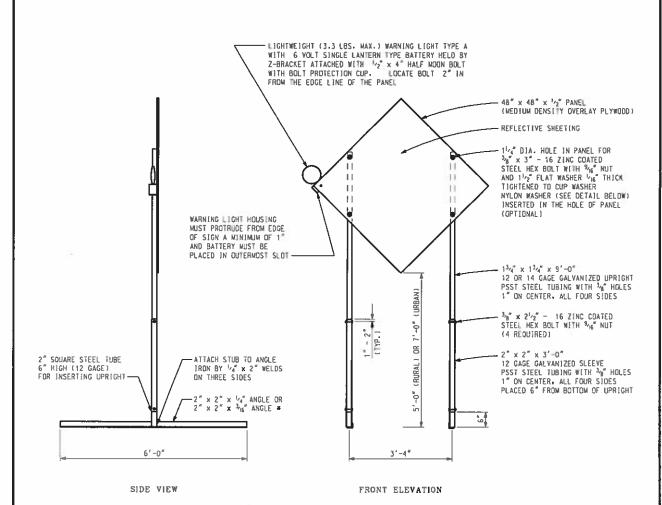
### ANGLE IRON OPTION



### BARRICADE RAIL SHEETING OPTIONS TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway\_dept/road\_hardware/wzd.htm



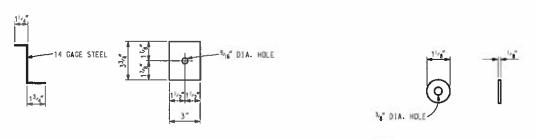


#### TEMPORARY SIGN SUPPORT

(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

\* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.

UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway\_dept/road\_hardware/wzd.htm

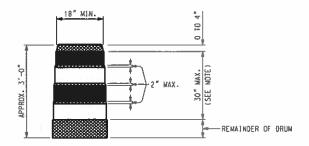
#### NOT TO SCALE

PLASTIC DRUM

PROPOSED TYPE 111 BARRICADE

A A EXISTING TYPE 11 BARRICADE

#### SYMBOLS TO BE USED ON PLANS



REFLECTORIZED DRANGE

REFLECTORIZED WHITE

NON REFLECTORIZED DRANGE

NOTE:
DRING SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED
STRIPES (2 ORANGE AND 2 WHITE) DF 6" UNIFORM WIDTH.
ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED
STRIPE BEING DRANGE. NON REFLECTORIZED SPACES BETWEEN
THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES
SHALL BE ORANGE IN COLOR AND EDUAL IN WIDTH.

#### PLASTIC DRUM

#### NOTES:

 $\mathbf{Z}^{\#}$  PERFORATED SQUARE STEEL TUBES. MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE [1] BARICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER DR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN

43

(SPECIAL DETAIL)
F.H.W.A. APPROVAL

1/18/11 PLAN DATE

WZD-125-E

SHEET 3 OF 3

### SPECIAL PROVISION FOR INSURANCE

CSD:LFS 1 of 1 APPR:KF:DBP:02-01-18

Add the following after the first paragraph in subsection 107.10.C.4, on page 60 of the Standard Specifications for Construction:

In addition to the above insurance requirements, the following agencies must be listed as additional insured:

City of Flint Genesee County Genesee County Road Commission

### CITY OF FLINT

### SPECIAL PROVISION FOR PAVEMENT REMOVAL, MODIFIED

COF:SDA 1 of 1 MAY 2020

- a. **Description.** This work consists of providing all labor, equipment and materials necessary to remove existing pavement to the limits shown on the plans, regardless of the existing material type, number of layers or thickness of individual layers.
- **b. Materials.** Provide materials in accordance with subsection 204.02 of the Standard Specifications for Construction.
- **c.** Construction. Remove and dispose of existing pavement, and valley gutter according to subsection 204.03 of the Standard Specifications for Construction.
- **d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item Pay Unit
Pavt, Rem, Modified......Square Yard

Pavt, Rem, Modified will be measured and paid for once for all areas identified for removal, regardless of the existing material type, number of layers or thickness of individual layers.

# SPECIAL PROVISION FOR HOT MIX ASPHALT PRICES FOR ADJUSTMENTS

LAP:BMS

1 of 1

APPR:MAS:KAS:03-05-19

a. Description. This special provision identifies the price(s) that will be used in all payment adjustments for work related to hot mix asphalt item(s) used in conjunction with this contract.

If the Contractors bid is lower than the established base price any positive adjustment will use the Contractors bid in the calculation for the adjustment. If the Contractors bid is lower than the established base price any negative adjustment will use the base price established herein in the calculation for the adjustment.

If the Contractors bid is higher than the established base price any positive adjustment will use the Contractors bid in the calculation for the adjustment. If the Contractors bid is higher than the established base price any negative adjustment will use the Contractors bid in the calculation for the adjustment.

**b.** Base Unit Prices. The base price(s) shown below will be used as specified above in calculating adjustments for the pay item(s) listed herein:

Pay Item Code	Pay Item Name	Unit	Base Price
5010025	Hand Patching	Ton	\$165.22
5010046	HMA, 3E10	Ton	\$81.87
5010052	HMA, 4E10	Ton	\$78.51
5010058	HMA, 5E10	Ton	\$77.55

#### CITY OF FLINT

### SPECIAL PROVISION FOR COLD MILLING, PAVT Page 1 of 1

SD: AJJ Page 1 of 1 5/19/2020

### a. Description.

Accurately remove the top portion of an existing concrete, HMA, and HMA concrete composite pavements to the depth and cross section shown on the log or plans, and as directed by the Engineer.

### b. Equipment.

Use cold-milling machine(s) equipped with positive depth control adjustments and a positive means for controlling the cross slope. The cold-milling equipment used must be capable of removing the chips from the pavement and preventing dust from escaping into the air.

#### c. Construction.

Cold-mill the existing pavement to the depth and cross section indicated on the log or plans, and as directed by the Engineer. Collect and dispose of the excess material resulting from the operations as specified in subsections 104.07.D and 204.03.B of the Standard Specifications for Construction.

In the event that the steel reinforcement is exposed during the milling operation, the Contractor is to remove the exposed steel and all costs associated will be included in this pay item.

Provide a final surface texture that is reasonably smooth and free of gouges, holes or large depressions. Prevent damage to the adjacent concrete. Where material is removed below the depth specified due to poor cold-milling practice, backfill and compact the resulting holes or depressions by hand patching according to subsection 501.03.C.9. Repair all damage to adjacent surfaces as directed by the Engineer. All costs associated with this corrective work will be borne by the Contractor.

#### d. Measurement and Payment.

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Cold Milling, Pavt	Square Yard

**Cold Milling, Pavt** includes removing pavement as described herein, loading removed debris, hauling debris, and disposal of the debris. Material picked up by sweeping after cold-milling will not be paid for separately. This work will be measured by area in square yards, regardless of the number of passes required to remove the pavement to the required depth.

### CITY OF FLINT

### SPECIAL PROVISION FOR DETECTABLE WARNING SURFACES

SD: DLH Page 1 of 1 Date: 2/2/2018

### Description

This work shall be done in accordance with Section 803 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided.

#### **Materials**

The approved detectable warning surfaces shall be cast iron detectable warning plates and shall be Federal Color No. 30252 (Rust Red).

#### Construction

Install detectable warning surfaces in accordance with the manufacturer's instructions, Section 803 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, and MDOT Standard Plan R-28 Series.

### **Measurement and Payment**

The completed work as measured will be paid for at the contract unit price for the following pay items:

Pay Item
Detectable Warning Surface, Modified......Foot

The item of **Detectable Warning Surface, Modified** includes all labor, materials, and equipment necessary to perform the removal operation as required to complete the work. The pay limits will be measured in place by length along the center of the 24 inch wide detectable warning at the required locations.

### SPECIAL PROVISION FOR TURF ESTABLISHMENT, PERFORMANCE

RSD:JLB 1 of 6 APPR:DMG:KJS:05-13-20

**a. Description.** For the work specified in this special provision paid for by the pay item Turf Establishment, Performance only, delete section 816 of the Standard Specifications for Construction and replace it with this special provision. The Contractor is responsible for the performance and quality of turf growth in the areas shown on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

Establish a durable, permanent, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract and during the life of any supplemental performance bond which may ensue.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control measures, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

Subsection 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of subsection 107.11 remain unchanged.

1. Contractor Turf Establishment Experience Requirements. Ensure weed control is done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture & Rural Development (MDARD) in the appropriate category to apply herbicides. Use application procedures and materials in accordance with federal, state and local regulations. Use of restricted use chemicals is prohibited. Provide appropriate documentation and secure approval from the Engineer before application of herbicides.

At least 10 work days prior to the start of turf establishment, provide documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

- A. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture or related field.
- B. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.
- **b. Materials.** Provide topsoil, seed, mulch, pesticide, herbicide, mulch blanket and any other unique erosion control materials as necessary to fulfill this specification, as shown on the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

- 1. Soil. Provide furnished or salvaged topsoil, which may be blended compost, that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch (2 inches on freeway projects) in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the Standard Specifications for Construction.
- 2. Seed. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

- A. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.
- B. Adapt the species and varieties of seed to the site conditions, to the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.
- C. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.
- 3. Mulch. Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
  - 4. Herbicides. Comply with all federal, state and local laws. As part of the MDARD weed

control application, the Contractor is required to make proper notifications and postings in accordance with the label and MDARD requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

- 5. Fertilizers. Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
- 6. Water. Furnish and apply water from an approved source at a rate to promote healthy growth.
- **c.** Construction. The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.
  - 1. Inspection of the Work. The Contractor is responsible for all inspection of turf establishment work.

Use a Contractor's Daily Report, approved by the Engineer, to report inspections made and to document turf establishment work performed on this project. Complete and submit a Contractor's Daily Report to the Engineer when any work performed under this special provision is in progress.

Include all necessary materials documentation including tests slips, certifications, etc. with the associated Contractor's Daily Report.

The Engineer will determine the acceptability of the Contractor's Daily Report in terms of the completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

Erosion Control. Control erosion at all times in accordance with section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, ensure sedimentation controls are placed as shown on the plans or as directed by the Engineer. Continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to original grade as detailed in the contract.

Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.

Reimburse the Department for any costs levied against the Department, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

3. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

Report all erosion occurrences and the repairs made by the Contractor to the Engineer in the format and at the frequency required by the Engineer. Repair any erosion, displacement or disturbance to ongoing or completed work by any cause at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Repair any eroded area that may affect the support of the roadbed or safety of the public within 24 hours of the erosion occurrence.

Place protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken, within 24 hours of the occurrence of the damage.

- 4. Mowing and Weeding. Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.
  - 5. Final Acceptance and Supplemental Performance Bond.
  - A. Final Acceptance Parameters. Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weeds less than 10 percent, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. Pay all expert fees and

expenses charged by the third party.

B. Supplemental Performance Bond. In the event that all contract items of work are completed, including the placement of all turf establishment items of work, and the final acceptance of the project is delayed because the final acceptance parameters for the turf establishment work have not been fully met; the Contractor may propose to the Engineer the use of a supplemental performance bond.

The bond serves to secure the successful completion of turf establishment work and fulfillment of all final acceptance parameters for the turf establishment work. Ensure the supplemental performance bond, in all respects, is satisfactory and acceptable to the Department and executed by a surety company authorized to do business with the State of Michigan.

Ensure the bond is in an amount equal to 50 percent of the turf establishment work items covered by this special provision. Ensure the bond remains in place for two growing seasons. At the discretion of the Engineer, the bond may be reduced on a prorated basis as portions of the areas designated for turf establishment on the project meet the final acceptance parameters.

Prior to commencement of any work necessary to meet the acceptance parameters during the bonded period, the Contractor must apply for a permit to work within the right-of-way through the <u>MDOT Permit Gateway</u>. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will be required.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

**Turf Establishment, Performance** includes installing, maintaining, inspecting, repairing and meeting the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Daily Reports.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed in accordance with this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance** or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond will not be paid for separately. These

costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for **Turf Establishment**, **Performance**.

# SPECIAL PROVISION FOR PROGRESS SCHEDULE

CFS:JJG

1 of 1

APPR:MB:LFS:01-09-18 FHWA:APPR:03-01-18

Delete the definition for Progress Schedule in subsection 101.03, on page 12 of the Standard Specifications for Construction, in its entirety and replace with the following:

**Progress Schedule.** A sequential listing of all the controlling operations and the estimated time the operations will remain controlling. The progress schedule is submitted by the Contractor after award and prior to starting work and is reviewed and approved by the Department. When approved, the progress schedule, or updated progress schedule, will become part of the contract.

Delete subsection 102.14, on page 22 of the Standard Specifications for Construction, in its entirety.

Delete the first sentence in the second paragraph of subsection 108.05, on page 74 of the Standard Specifications for Construction, in its entirety and replace with the following.

Submit a critical path method (CPM) schedule if required in the contract documents. Submittal of a progress schedule will not be required as the CPM schedule will replace the progress schedule.

Add the following paragraphs directly below the first paragraph of subsection 108.05.A.1, on page 74 of the Standard Specifications for Construction.

The progress schedule is to be submitted by the Contractor to the Engineer within 7 calendar days of award and prior to starting work.

The Engineer will provide documented approval, comments, or rejection within 7 calendar days of receipt of the Contractor's submittal, resubmittal, or responses.

The Contractor must resolve all responses within 7 calendar days of receipt of any Engineer requests or rejections.

If the progress schedule is not approved within 30 calendar days of contract award, the Engineer may withhold all or part of contract payments until the progress schedule is approved.

Delete the last sentence in the first paragraph of subsection 108.05.A.2, on page 74 of the Standard Specifications for Construction in its entirety.

# SPECIAL PROVISION FOR CONTRACTOR PERFORMANCE EVALUATIONS

CFS:MB 1 of 2

APPR:JJG:DBP:06-07-17 FHWA:APPR:06-07-17

a. **Description.** Project management staff will evaluate the Contractor's performance on this project and the evaluation may be used as a basis for modifying the prequalification ratings of the Contractor. An evaluation may be issued during the course of a project (interim) and will be issued after completion of a project (final). The criteria used for the evaluation will be provided by the Engineer upon written request at the preconstruction meeting or found on the MDOT web site. Any action to modify the Contractor's prequalification ratings will be taken in accordance with the duly promulgated prequalification rules.

If an interim contractor performance evaluation is issued and regardless of whether the Contractor requests a meeting to discuss a Contractor Performance Evaluation, project management staff may require the Contractor to submit a performance improvement plan to address needs identified in the Contractor Performance Evaluation and to attend a meeting to discuss the improvement plan. After the meeting is held, the project management staff may approve the plan or require changes to the plan. Resubmit the plan if changes are required. Performance improvement plans must be implemented per the time frame in the plan as approved by the Engineer. If the Contractor does not implement the plan as approved, MDOT will consider the Contractor to be in non-compliance and will take action as described under section c of this special provision.

Within 21 days of the receipt of a Contractor Performance Evaluation, the Contractor may make a written request to meet with project management staff to review the evaluation. As a result of this meeting, the evaluation may be left unchanged or revised as deemed appropriate by the Engineer. The Engineer will then give the Contractor written notice with the final Contractor Performance Evaluation. If the meeting is not requested within the 21-day period, the original evaluation becomes the final and will not be subject to later contest or appeal.

### b. Appeals.

- 1. Appeal of Evaluation. Within 14 days after the date a performance evaluation becomes final and is received by a Contractor, they may file a written appeal of any rating of seven or below to the Engineer. The written appeal must contain documentation supporting the Contractor's position that the rating is not warranted. The appeal will be considered by a Contractor Performance Evaluation Appeal Panel. If no appeal is filed within the 14-day period, the evaluation becomes final and will not be subject to later contest or appeal. Interim Contractor Performance Evaluations cannot be appealed.
- 2. Appeal of Performance Improvement Plan. Within 14 days after the date that a performance improvement plan is approved and sent to the Contractor, the Contractor may file a written appeal of that plan to the Engineer and request to appear before a Performance Evaluation Appeal Panel. Documentation must include the reasons for the appeal. If a timely

written appeal is not filed, the performance improvement plan becomes final and will not be subject to later contest or appeal.

An appeal filed by a Contractor will be considered by a Contractor Performance Evaluation Appeal Panel. The panel will be composed of three licensed professional Engineers from the Department (following the format of a Central Office Review Panel) who were not directly involved in the management of the project. This panel will review appeals on all Contractor Performance Evaluations for this project. The Contractor and the Engineer will be required to submit supporting documentation relevant to the appeal and will attend a formal appeal hearing. Upon concluding its review, the panel will confirm or modify the Contractor Performance Evaluation. The panel will, within 30 days, send the Contractor and Engineer written notice of its decision along with a copy of the modified Contractor Performance Evaluation is final and constitutes the Department's decision; it is not subject to further contest or appeal.

- c. Non-Compliance. If a Contractor fails to honor a request by project management staff to submit a performance improvement plan or to meet to discuss it, or if a Contractor fails to carry out an approved performance improvement plan, that failure may be used as a basis for modifying the prequalification ratings of the Contractor. Any action to modify the Contractor's prequalification ratings will be taken in accordance with the duly promulgated prequalification rules.
- **d. Subcontractors.** For purposes of this special provision, the word "Contractor" includes subcontractors. Project management staff will evaluate the performance of subcontractors in accordance with this special provision.

# SPECIAL PROVISION FOR ELECTRONIC TRANSMITTAL OF CONTRACT DOCUMENTS

CSD:LFS

1 of 1

APPR:CRR:DBP:02-23-21

FHWA:APPR:02-23-21

Delete the first sentence in subsection 102.15, of the Standard Specifications for Construction, and replace with the following:

The Department will provide the contract and bond forms electronically to the determined low Bidder, using ProjectWise. The low Bidder will receive notification of the documents availability from <a href="MDOT-Awards@michigan.gov">MDOT-Awards@michigan.gov</a> at the e-mail address provided to the Department. The determined low Bidder will be responsible for printing the contract documents for return to the Department.

- **a. Description.** The determined low Bidder will be responsible for returning the electronically signed contract documents to the Department through ProjectWise. Within 28 days of transmittal, the Bidder must return, and the Department must receive, electronically executed contract, bond forms, and other documents required by the Department. The Department may, in its sole discretion, grant an extension of that deadline. If the Department executes a contract received after the deadline, an extension will be deemed to have been granted.
  - b. Submittals. Required contract and bond forms include:
  - 1. A contract executed by the bidder's authorized representative using an MDOT approved digital-signature appliance;
  - 2. A performance bond, lien bond, and endorsement executed by the bidder's authorized representative and the surety's attorney-in-fact using an MDOT-approved digital-signature appliance. The bond forms must contain the surety's electronically applied seal;
  - 3. A power-of-attorney authorization form. This authorization must contain either: (1) the surety's electronically applied seal; or (2) a mechanical and/or facsimile seal, provided that the form contains a statement that the surety has authorized the use of such seals; and
  - 4. Project-specific warranty or pass-through warranty documents executed consistent with the subsections b.1 through b.3 herein.

Scans, copies, and documents containing manual or non-approved digital signatures or seals will be rejected. The determined low bidder is responsible for ensuring that its authorized representatives and its powers of attorney are registered with MDOT's digital signature appliance.

If the Department does not receive properly executed contract, bond forms, and other required documents within 28 calendar days of transmittal, or an extended deadline, the Department may award the contract to the next low Bidder, or otherwise exercise its discretion in accordance with subsection 102.13 of the Standard Specifications for Construction. The Department is not required to grant an extension of time to allow resubmittal of non-compliant documents.

### SPECIAL PROVISION FOR LOW BID WITHDRAWAL PRIOR TO CONTRACT AWARD

CSD:JDM

1 of 1

APPR:JJG:DBP:07-02-13 FHWA:APPR:07-10-13

Add the following sentence to the end of the last paragraph in subsection 102.17, on page 24 of the Standard Specifications for Construction:

A determined low bidder whose bid is withdrawn prior to contract award cannot participate as a subcontractor, supplier, or trucker on the project.

Add the following sentence to the end of the fifth paragraph in subsection 108.01. on page 72 of the Standard Specifications for Construction:

The Contractor may not hire, a determined low bidder on a project who has withdrawn a bid prior to award, as a subcontractor, supplier, or trucker on the same project.

# SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISES GOAL AT TIME OF BID

CSD:LFS 1 of 2

APPR:CRR:DBP:11-01-19 APPR FHWA:11-04-19

Add the following paragraph directly below the first paragraph of the subsection 102.15, on page 22 of the Standard Specifications for Construction.

On projects with a DBE goal, the low bidder must submit MDOT Form 2653, the CONTRACTOR DBE COMMITMENT form, within 5 calendar days of the bid letting, regardless whether the Department has transmitted the contract and bond forms. If the Department does not receive the CONTRACTOR DBE COMMITMENT form within 5 calendar days of the bid letting, it may award the contract to the next low Bidder or otherwise exercise its discretion in accordance with subsection 102.13.

Add the following paragraph directly below the first paragraph of the subsection 102.17, on page 23 of the Standard Specifications for Construction.

On projects with a DBE goal, the low Bidder's failure to submit the overall DBE percentage with the bid or the low Bidder's failure to submit MDOT Form 2653, the CONTRACTOR DBE COMMITMENT form, within 5 calendar days of the bid letting as specified in subsection 102.18 may result in the payment of the bid guaranty to the awarding authority if the Bid Appeal Committee denies the appeal as outlined in subsections 102.11 and 102.12.

Delete the second paragraph of subsection 102.18, on page 24 of the Standard Specifications for Construction in its entirety and replace with the following:

All Bidders must provide the overall DBE percentage they have attained at time of bid within the DBE Goal folder of the Project Bids file on all projects with a DBE goal designation.

All Bidders, regardless of bid status (as checked, if available; or as submitted, if TBA), must submit MDOT Form 2653, the CONTRACTOR DBE COMMITMENT form, within 5 calendar days of the bid letting. This form must be submitted whether they have been able to meet DBE participation goal or not. Submit this information via e-mail to MDOT-DBESheets@michigan.gov.

A Bidder who fails to meet the submittal requirements for DBE participation will be deemed ineligible for award of the contract.

A Bidder who fails to satisfy the DBE participation goal criteria will be deemed ineligible for award of the contract subject to the provisions of subsection 102.18.A.

Delete subsection 102.18.A, on page 25 of the Standard Specifications for Construction in its entirety and replace with the following:

CSD:LFS 2 of 2

If a low Bidder is unable to meet the DBE participation goal, additional information relating to MDOT <u>Form 2653</u>, the CONTRACTOR DBE COMMITMENT form, will be required. That additional information will be submitted in accordance with the current Department DBE Program Procedures. The contract will not be awarded until a determination is made by the Department.

# SPECIAL PROVISION FOR JOINT/TWO-PARTY CHECKS

CSD:LFS 1 of 1

APPR:JJG:DBP:06-23-16 FHWA:APPR:06-23-16

- a. **Description**. This special provision establishes the requirements for parties desiring a joint/two-party check arrangement.
- **b.** Requirements. Parties desiring a joint/two-party check arrangement must submit an *Application to Use Joint Checks* (MDOT Form 0183) to the Department as described on Form 0183. An acceptable joint check arrangement must include the following:
  - 1. Prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated price;
  - 2. Subcontractor is more than an extra party in releasing the check to the material supplier;
    - 3. Subcontractor negotiates the quantities, price and delivery of materials;
    - 4. Prime contractor/payor issuing the check acts solely as guarantor;
    - 5. Subcontractor releases the check to the supplier;
  - 6. Only a short term arrangement (no more than two seasons) with the purpose being establishment of or increase of subcontractor's credit line with the material supplier; and
    - 7. Subcontractor is responsible to both furnish and install the material/work item.

Copies of cancelled joint checks issued from the prime/payor to a Disadvantaged Business Enterprise (DBE) and supplier must be submitted by mail, fax, or e-mail to the MDOT Office of Business Development upon request.

**c. Measurement and Payment.** Joint/Two-Party Checks arrangements will not be paid for separately, but will be included in costs for other pay items.

# SPECIAL PROVISION FOR DISSEMINATION OF PUBLIC RELATIONS INFORMATION

CSD:JDM

1 of 1

APPR:JAT:DBP:07-01-14

FHWA:APPR:07-08-14

a. **Description.** This special provision establishes the requirements for dissemination of any public relations communications and/or products intended for an external audience pertaining to this contract. Dissemination must not be made without prior written approval from the Department, Office of Communications, and then only in accordance with explicit instructions by the Department. This includes the use of the Michigan Department of Transportation (MDOT) logo.

A violation of this provision may be considered a default of contract and the Department may exercise its rights in accordance with subsection 108.11 of the Standard Specifications for Construction.

**b. Public Relations Information.** Examples of communications and/or products may include, but are not limited to: brochures, flyers, invitations, programs, postings on social media sites or web sites, new or updated video, digital versatile disk (DVD) productions, or video sharing productions, exhibits, presentations, or any other printed materials intended for an external audience.

# SPECIAL PROVISION FOR DEBRIS OR MATERIALS IN TRAFFIC LANES

CFS:BRZ

1 of 1

APPR:EMB:DAJ:01-10-08 FHWA:APPR:06-01-11

Delete Subsection 104.07.B.2 on page 36 of the Standard Specifications for Construction, in its entirety and replace it with the following:

2. Construction Safety Program. Before beginning work on the project, the Contractor must submit a written "Construction Safety Program" that outlines the plan and procedures for preventing and mitigating accidents and fires on the project and meeting all health and safety requirements of the contract. Also in the program include provisions for meeting the requirements of subsection 812.03 and details for the materials and equipment that will be used to prevent construction related debris or materials from entering the open lanes of traffic and what actions, including traffic control measures, will be taken to immediately and safely remove the debris or material from the roadway. The Contractor must meet with the Engineer to discuss the "Construction Safety Program" and to develop mutual understandings to govern the administration and enforcement of the program.

Replace the second sentence in the first paragraph of Subsection 104.07.C.3 on page 37 of the Standard Specifications for Construction with the following:

The Contractor is responsible, at the Contractor's expense, to provide the necessary materials and equipment to prevent construction related debris or materials from entering the open lanes of traffic. This includes protection of traffic controls, removal of spilled materials or debris from the roadbed or drainage courses, and repair of damaged facilities necessary for public travel and safety.

# SPECIAL PROVISION FOR HIGH VISIBILITY CLOTHING

SSA:JDG

1 of 1

APPR:MWB:CRB:05-25-18 FHWA:APPR:06-01-18

Add the following, to the end, of subsection 104.07.B, Safety and Health Requirements, on page 36 of the Standard Specification for Construction:

4. **Worker Visibility.** All workers must wear high-visibility safety apparel as specified in the MMUTCD.

Costs incurred to comply with this requirement will be the responsibility of the Contractor.

Revise the second paragraph of subsection 812.03.G.8, on page 619 of the Standard Specification for Construction to read:

Equip traffic regulators with the following:

- a. High-visibility safety apparel as specified in the MMUTCD;
- b. "Stop/Slow" or "Stop/Stop" sign paddles; and
- c. A two-way radio system and a standby back-up system, if traffic regulators are not visible to each other.

Delete the subsection 922.11.B, on page 944 of the Standard Specification for Construction in its entirety and replace with the following:

B. **Traffic Regulator's High-Visibility Safety Apparel.** Traffic regulators must wear high-visibility safety apparel as specified in the MMUTCD.

# SPECIAL PROVISION FOR VALUE ENGINEERING CHANGE PROPOSAL

CFS:MB 1 of 4

APPR:CJB:DBP:05-31-18 FHWA:APPR:06-14-18

- a. Description. A Value Engineering Change Proposal (VECP) modifying plans, specifications, or other contract requirements may be submitted for this project if the proposed change results in reduced construction cost, a higher quality product, improved safety, or a shorter contract time. The estimated cost savings must be quantifiable in relation to the contract cost. No work can begin before written authorization. The proposed change must not alter the essential functions or characteristics of the project or significantly delay the completion of the project. A VECP or conceptual VECP will only be considered after project award. Essential functions and characteristics include, but are not limited to, service life, operating costs, ease of maintenance, desired appearance, impact on utilities and right of way, mobility and safety of the motorist, bicyclist and pedestrian; design standards, and safety standards. This specification does not restrict the Contractor from proposing improvements to the project that may not result in net cost savings. A conceptual VECP stating the basic concept and approximate cost savings may be submitted for preliminary consideration.
- **b. Submittal of Conceptual VECP.** Submit a Conceptual Proposal for the preliminary evaluation. Upon review by the Engineer, one of the following actions will be taken:
  - Conceptual approval and a request for the Contractor to submit a VECP.
  - Request for additional information.
  - Denial of the VECP.

Preliminary review of a conceptual proposal reduces the Contractor risk of subsequent denial and does not commit the Department to eventual approval. Submit the following information for each Conceptual VECP using the Value Engineering Change Proposal Form (Form # 1962) marked Conceptual VECP.

- 1. A description of the difference between the existing pay items and the proposed changes, and expected benefits.
  - 2. A set of conceptual plans and a description of proposed changes to the pay items.
  - 3. An estimate of the anticipated cost savings or increase.
- 4. A date by which the Department must make a decision to avoid delays to the existing contract and obtain the cost savings. Also include information on the amount of time necessary to develop the full proposal and impacts to the progress schedule.
- 5. If impacting maintenance of traffic provisions, identify proposed changes and impacts to the Special Provision for Maintaining Traffic.

After approval of Conceptual VECP, the Contractor must follow section c of this special provision for the Final VECP.

- **c.** Submittal of Final VECP. Submit the following information for each VECP using Value Engineering Change Proposal Form (Form # 1962) marked Final VECP.
  - 1. A description of the difference between the existing contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, operating costs, ease of maintenance, desired appearance, impact on utilities and right of way, mobility and safety of the motorist, bicyclist and pedestrian; design standards, and safety standards.
  - 2. A complete set of plans, if necessary, and specifications showing the revisions relative to the original contract. This portion of the submittal must include design notes and construction details. If the proposal has plans, these must be signed and sealed by the Contractor's Professional Engineer licensed in the State of Michigan.
  - 3. All costs and proposed unit prices must be documented by the Contractor and must include a cost comparison summarizing all the items the VECP replaces, reduces, eliminates, adds, or otherwise changes from the original contract on a spreadsheet.
  - 4. A date by which the Department must make a decision to avoid delays to the existing contract and to obtain the proposed cost savings.
  - 5. If impacting maintenance of traffic provisions, identify proposed changes and impacts to the Special Provision for Maintaining Traffic. If the submitted revisions to the maintaining traffic provision are approved and require any corrections, the Contractor is responsible for all additional costs related to corrective measures.
  - 6. A statement detailing the affect the proposal will have on the time for completing the contract and impacts to the critical path and progress schedule.
  - 7. A description of any known uses or testing of the proposed changes and the conditions and the results.
  - 8. If the VECP submittal includes pay items associated with a warranty, include the latest version of the warranty specification.
- **d. Evaluation.** By submitting the VECP, the Contractor agrees not to hold the Department liable for its decision or for any delays to the work attributable to the VECP. Decisions on VECP's are not subject to appeal. Work on the project will continue in accordance with the requirements of the contract until a work order is issued which incorporates the VECP changes. The Department has final authority of the acceptability of a VECP and of the estimated net savings attributable to the adoption of all or any part of the VECP. If, in the judgment of the Engineer, contract prices do not represent a fair measure of the value of work to be performed or to be deleted, the Engineer will use other means to determine the estimated net savings.

The Department may modify a VECP, with the concurrence of the Contractor, in order to make it acceptable. The Contractor's share of the savings will be based on the modified VECP.

If the VECP is accepted, in whole or in part, the written acceptance will be issued by a work order and followed with a contract modification. The work order and contract modification will include

the necessary changes in the plans and specifications and any conditions upon which the approval is based. Acceptance of the VECP will not extend the time of contract completion unless specifically provided for in the work order and contract modification.

A VECP will be evaluated in accordance with the following:

- 1. The Engineer will determine if a VECP qualifies for consideration and evaluation. The Engineer may deny any VECP that requires excessive time or costs for review, evaluation or investigation. The Engineer may deny any VECP that is not consistent with the Department's design policies and criteria for the project.
- 2. The Department will not accept a VECP that is similar to a change in the plans or specifications under consideration by the Department for the project at the time the proposal is submitted; nor will the Department accept a proposal based upon, or similar to, standard specifications, general use special provisions or standard drawings adopted by the Department after the advertisement for the contract. The Department reserves the right to make such changes without compensation to the Contractor under the provisions of subsection 103.02 of the Standard Specifications for Construction.
- 3. The Contractor will have no claim against the Department for additional costs or delays resulting from denial or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
  - 4. A VECP will be denied if equivalent options are already provided in the contract.
- 5. A saving resulting solely from the elimination or reduction in quantity of a contract pay item will not be considered as a VECP. A saving resulting from the elimination or reduction in quantity of a pay item specified as part of a VECP may be considered.
- 6. In calculating the value of cost savings, the Department has the right to disregard the Contract bid prices, if such prices do not represent the value of the work to be performed or to be deleted, and has the right to calculate the savings based on reasonable cost for such work.
- 7 A VECP cannot be used to alter incentive and disincentive rates and maximum payments on A + B and/or lane rental projects.
- 8. A VECP will be denied if the design consultant for the contractor is also the design consultant for the Department or other apparent conflicts of interest exist.
- 9. A VECP may be denied if it was rejected as a Value Engineering alternative during the development phase.
- e. Time Frame for VECP Evaluation. The Contractor will be notified of the Department's decision to approve or deny a conceptual or final VECP within 14 calendar days of receipt of the VECP. If a written acceptance has not been received within this time frame, and the date has not been extended by mutual agreement of both parties, the VECP is denied. The Department's decision is final and there is no appeal.

CFS: MB 4 of 4

- f. Future Use of VECP. The Department reserves the right to use all or any part of a VECP on other contracts without obligation or compensation to the Contractor. If the VECP is accepted, the Department may use or disclose any information necessary to incorporate the VECP on future projects.
- **g. Payment for Work under the VECP.** The Engineer may reject all or any portion of work performed under an approved VECP if results are unsatisfactory. The Engineer will direct the removal of rejected work and construction will proceed under the original contract requirements. There will be no payment for work performed under the proposal, or for its removal.

No work related to a VECP will be performed under force account. Agreed prices must be reached for any new or modified contract pay items related to the VECP before the VECP is approved.

The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, lump sum or any combination, as appropriate, under the Contract. Unless there is a differing site condition as described in subsection 103.02 of the Standard Specifications for Construction, the Contractor will not receive additional compensation for quantity overruns, design errors, supplemental surveys, geotechnical investigations, additional items or other increases in cost that were not foreseen in the accepted VECP, unless otherwise approved by the Engineer.

The work order and authorization will include the price for performing all affected items of work and the estimated net savings in the cost of performing the work directly attributable to the VECP. VECP payments only involve direct savings or costs. Indirect savings or costs (time, user delay, contract delay, etc) are not included in VECP payment calculations. The calculations of VECP payments are independent from the payments or penalties for contract time related issues. The Contractor will be paid 50 percent of this net savings based on as constructed or plan quantities whichever is in the best interests of the Department. The amount specified in the work order and authorization constitutes full compensation to the Contractor for the VECP and the performance of that work.

(Cost of Deleted Work) - (Cost of Added Work) = Net Savings

Payment = (Net Savings)/2

Note: Approved VECP's will be paid using the pay item code "1200000", item description of "Value Engineering" and a unique secondary descriptor differentiating each VECP with the pay unit of "Dollar" for the contract modification.

The Contractor's development costs for the proposed VECP, including all costs associated with design, are not reimbursable.

# SPECIAL PROVISION FOR CONSTRUCTION DOCUMENT MANAGEMENT

CFS:RJC 1 of 3

APPR:JJG:LFS:06-14-19 FHWA:APPR:06-26-19

- a. Description. This work consists of providing all materials, labor, and equipment necessary to meet MDOT's construction document management (CDM) system requirements. Submit all project documentation for this contract in electronic format and place it in MDOT's CDM system, unless otherwise noted in this special provision. No paper documents, in printed format (faxes, letters, etc.) are permitted except as allowed by this special provision or specifically approved by the Engineer. The Contractor is responsible for keeping all information in the CDM system up to date throughout the execution of the contract.
- **b.** Digitally Encrypted Electronic Signatures. All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using an MDOT issued digitally encrypted electronic signature. The MDOT approved digital signature tool is the Docusign Signature Appliance. Digital signatures and software are provided by MDOT at no cost. Instructions on how to acquire and use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

#### www.michigan.gov/MDOT-esign

Scanned signatures, retail point of sale scribble capture, cursive fonts or other non-conforming signatures are not permitted in lieu of digitally encrypted electronic signatures.

All fillable forms must retain the ability to be fillable upon submission to the Engineer. Submitted documents are not to be locked (preventing further changes to the form) when placing a digitally encrypted signature. Docusign Signature Appliance tracks all changes to a document after placing a digital signature (track changes) and this information is embedded into the document as part of the digital signature signing process. Locked documents do not allow additional processing (information entry) by the Engineer and all locked documents will be returned to the Contractor for resubmission.

Failure to submit documents utilizing the MDOT digitally encrypted electronic signature process (Docusign Signature Appliance) will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted signatures.

c. Contractor Access to MDOT's Construction Document Management System (ProjectWise). The Contractor must use MDOT's current CDM system (ProjectWise). ProjectWise access is available at no cost to all contractors, suppliers and other vendors associated with the project. ProjectWise access is granted in two ways, a web based access portal or full version of the software installed on a company's computer. User account setup, installation details, and access to ProjectWise may be requested by sending an e-mail request to:

### MDOT-ProjectWiseConst@michigan.gov

- **d. Contractor Authorized Requestors.** Designate two authorized requestors at the preconstruction meeting. The authorized requestors are:
  - 1. The only individuals that can request the Engineer to provide or withdraw ProjectWise access for this contract.
    - 2. Responsible to designate contract roles in ProjectWise (submitter or read only).
  - 3. Responsible for promptly notifying the Engineer of any ProjectWise user access changes for this contract.
- e. Training. Additional documentation and training for CDM system processes, details of scheduled classes, and methods for requesting training are available at the following website:

### https://mdotjboss.state.mi.us/SpecProv/projectwisesupport.htm

f. Technical Issue Resolution. Upon discovery of a ProjectWise access issue immediately notify the Engineer with a copy sent to the following e-mail resource:

#### MDOT-ProjectWiseConst@michigan.gov.

g. Document Format and Naming Standards. The Engineer may reject documents that are deemed to be unsuitable. This includes documents submitted that are named incorrectly, illegible, unreadable, locked, etc. Re-submit any corrected documents via ProjectWise. Failure to address rejected documents may delay progress payments.

Use the document naming conventions as documented by the Department and maintained on the Department's website:

https://www.michigan.gov/documents/mdot/MDOT Contractor Standard Naming Conventions for Document Submittals 653665 7.pdf

h. Document Workflows. Electronic review/approval of documents will be accomplished through ProjectWise workflows and e-mail notifications. A workflow is an ordered group of milestones, or states, through which a document passes on its way to completion.

Documents placed in the ProjectWise Contractor In-Box folders will initially have a state of "Pending." Once the Contractor has finalized the document, change the state from "Pending" to "Submitted."

### Complete the following actions:

- 1. Upload all documents into the corresponding Contractor In-Box folder.
  - A. Ensure all documents are named correctly per the document naming conventions.
- 2. Select the "Change State" option and then select "Next" to submit the document.

3. When the email message appears please send to the Engineer, or their approved representative, providing notification that there are new documents submitted.

The Engineer will review all documents added to these folders and move them to the appropriate document folder for further review, processing, or records storage.

Furnish paper bills of lading/delivery tickets to the Engineer on the jobsite for any material that is paid based on weight or shipping volume, unless utilizing a Department approved e-ticketing process. Scanning of other manifests, seed tickets, or delivery confirmations will be as directed by the Engineer.

- i. File/Document Retention. The electronic files stored in ProjectWise are the official project documentation and will be retained per the Department's document retention schedule.
- **j. Measurement and Payment.** The work included in this special provision will not be paid for separately and is considered to be included in other items of work.

## SPECIAL PROVISION FOR PREVAILING WAGE AND LABOR COMPLIANCE SYSTEM

CFS:AS

1 of 2

APPR:RJC:MB:06-28-18 FHWA:APPR:06-29-18

- a. Description. This work consists of the required use of a prevailing wage and labor compliance (PWLC) system for all prevailing wage documentation as directed by the Engineer. Input all required certified payroll documentation into the PWLC system (LCPtracker) and update this documentation throughout the execution of the contract. Certified payroll information is to be submitted in the PWLC system per the time requirements in the 12SP-107G Labor Compliance.
- **b.** Contractor Responsibility. Coordinate all electronic document submittals including documentation supplied by other companies (e.g. subcontractors, suppliers, fabricators, etc.) as detailed in this special provision. All companies will directly submit their certified payroll information into the PWLC system.
- **c. General Requirements**. Submit all certified payroll information as required in this special provision and the 12SP-107G Labor Compliance. Provide employee zip codes as part of the certified payroll submission. This information will be redacted from any certified payroll reports to protect worker anonymity. Zip code information will be anonymized and used for federal, state, and legislative prevailing wage and labor reporting.

All data entry will be submitted through the following program and website:

Program: LCPtracker

Login Website: http://www.lcptracker.net

General Information website: www.lcptracker.com

A tutorial for this system can be found though the website provided.

- **d. Condition of Payment.** Post all documents electronically into the PWLC system. Electronic posting and submittal of documents is a condition of payment for this contract. Documents submitted in any other manner, unless required otherwise in this special provision or directed by the Engineer, will not be accepted and will delay payment.
- e. Digitally Encrypted Electronic Signatures. Ensure all documents that require signature authorizations are signed using a digitally encrypted electronic signature. Further information regarding how to obtain a digital signature can be found at the following website:

#### www.michigan.gov/mdot-esign

#### f. Contractor Preparation for Tracking Software:

1. Information about LCPtracker is available to the Contractor and other project companies (e.g. subcontractors, suppliers, etc.) at the following website:

#### www.lcptracker.com.

2. Access to the PWLC system is provided at no cost to the Contractor. The project office will setup the project in LCPtracker and assign the Contractor. The Contractor will setup other project companies to submit certified payrolls and prevailing wage/labor compliance documents. Once setup in the system the Contractor and other project companies may access the software at the following website:

#### www.lcptracker.net

- 3. Use Internet Explorer to access the PWLC system. The Department has tested and will support Internet Explorer versions 8, 9, 10 and 11.
- **g. Document Format.** The Engineer reserves the right to electronically reject documents that are deemed to be unsuitable. This may include documents submitted that are illegible or unreadable or contain inappropriate information. The submitting company must re-submit the corrected documents into the PWLC system. Failure to do so will be considered noncompliance and may delay progress payments.
- h. Training. LCPtracker offers biweekly contractor training sessions, user support manuals, quick start guides, e-Training videos, and a software support staff available Monday thru Friday 8 am to 8 pm EST accessible through the online interface.
- i. File/Document Retention. The electronic files submitted in the PWLC system are the official contract documents and must follow all Department document retention schedules.
- **j. Technical Issue Resolution.** Upon discovery, the Contractor (designated subcontractors, suppliers, etc. must go through prime Contractor) must immediately contact the Engineer through documented correspondence concerning software issues.
- **k. Measurement and Payment.** The work included in this special provision will not be paid for separately and is considered to be included in other items of work.

#### SPECIAL PROVISION FOR SOURCE OF STEEL AND IRON (BUY AMERICA)

CFS:JJG

1 of 3

APPR:MB:DBP:05-01-18 FHWA:APPR:05-01-18

Delete subsection 105.10, on page 53 of the 2012 Standard Specifications for Construction, in its entirety and replace with the following:

**105.10. Source of Steel and Iron.** Provide steel and iron materials and products for permanent incorporation into the work that were produced only in the United States per Title 23 of the Code of Federal Regulations (CFR) Section 635.410, Buy America Requirements.

All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, drilling, welding, galvanizing, and coating, must occur within the United States.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

- A. Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.
- B. Guardrail, guardrail posts, end sections, terminals, cable guardrail.
- C. Steel fencing material, fence posts.
- D. Steel or iron pipe, conduit, grates, manhole covers, risers.
- E. Mast arms, poles, standards, trusses, supporting structural members for signs, luminaires, or traffic control systems.
- F. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Department website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

http://www.michigan.gov/mdot/0,1607,7-151-9622 11044 11367---.00.html

Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

Buy America certification documentation for products and materials designated as fully compliant with the Buy America requirements on the Qualified Products List (QPL), Approved Manufacturers, and Tested Stock Suppliers Lists will be maintained by the MDOT Construction Field Services (CFS) Division. Buy America certification for these fully compliant items does not need to be submitted by the Contractor, but a bill of lading, product label, or shipping record to document that the products are from the respective source is to be provided to the Engineer. Buy America certification documentation for items that are partially compliant will be required to be submitted prior to delivery or concurrent with material delivery and prior to incorporation, noting the value of foreign steel/iron. The use of the Department maintained Buy America lists and notations does not relieve the Contractor from responsibility of ensuring Buy America compliance. The Contractor is ultimately responsible for Buy America compliance.

The Buy America lists maintained by the Department are solely for the benefit of the Department and may not be relied upon by the Contractor. The Contractor is solely responsible for the Buy America requirements for steel and iron as set forth in the CFR.

The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign material permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or \$2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the total of the contract unit prices for items of road work and bridge work, any adjustments as provided for in the contract, and any assessment of incentive, disincentive or liquidated damages as provided for in the contract.

MDOT/Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

- Pay Item,
- Description of associated foreign steel/iron material, product, or component,
- Cost of associated foreign steel/iron material, product or component, and
- Cumulative list of all non-compliant Buy America items with the total dollar amount.

The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not

need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

# SPECIAL PROVISION FOR TEMPORARY TRAFFIC CONTROL MATERIALS

OFS:RAL

1 of 1

APPR:CRB:JFS:11-21-16

FHWA:APPR:11-22-16

Add the following subsection to subsection 105.01.B, on page 48 of the Standard Specifications for Construction:

1. Temporary traffic control materials that are covered in the Materials Quality Assurance Procedures Manual, section 4.10 *Temporary Traffic Control Certification and Acceptance Procedure*, are not required to be listed in the *Materials Source List*.

# SPECIAL PROVISION FOR CONSTRUCTION STAGING AREAS

**DES:LFS** 

1 of 1

APPR:JJG:KAS:10-06-11 FHWA:APPR:10-11-11

Add the following subsection to section 107, on page 70 of the 2012 Standard Specifications for Construction:

**107.22 Construction Staging Areas.** The contractor must not use any public recreation area as a staging area, marshalling yard, storage facility, or for any other construction support unless it is defined in the contract.

Public recreation areas include: parks, trails, game areas, wildlife and waterfowl refuges, playgrounds, golf courses, athletic fields or similar areas which are publically owned by public school districts, local, state, or federal governments.

Any agreements negotiated between the Contractor and the owner of the public recreation area, before or after the award of the contract will not be considered valid by the Department.

If the Engineer determines the Contractor is in non-compliance with this subsection, penalties up to and including termination of the contract, in accordance with subsection 108.12, may be enacted as well as the immediate restoration of the public recreation area at the Contractor's cost.

#### SPECIAL PROVISION FOR E-VERIFY

CSD:JDM 1 of 1

APPR:JJG:JC:10-24-12 FHWA:APPR:10-25-12

**a. Description.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. The E-Verify system is operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration. E-Verify is available in Spanish.

The State of Michigan is requiring all Contractors, and Subcontractors, to verify that new employees are legally present and authorized to work in the United States, using the E-Verify System.

Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS Web site: http://www.dhs.gov/E-Verify.

It is the responsibility of the Contractor to include this specification in all tiers of subcontracts.

Verification of the Contractors' use of E-verify will be a part of the random review of subcontract information performed by Contract Services Division.

The required use of the E-Verify system will not be paid for separately as part of the contract but is considered included in the costs for other pay items in the contract.

#### SPECIAL PROVISION FOR LABOR COMPLIANCE

CFS:AS

1 of 3

APPR:JJG:RJC:06-27-18 FHWA:APPR:06-28-18

a. **Description.** Ensure all levels of contracting (prime, sub, sub-sub, etc.) comply with all labor compliance requirements in this contract. The Contractor is responsible for subcontractors and lower tier subcontractor labor compliance. Job site poster requirements apply to state and federally funded projects. All Contractors must insert this special provision in each subcontract and further require its inclusion in lower tier subcontracts for federal prevailing wage projects.

#### b. Requirements.

- 1. Jobsite Posters. All jobsite posters and employment notices required by State and Federal regulations and the contract documents are to be posted on the jobsite in a conspicuous area prior to the commencement of work. Ensure jobsite postings are accessible at all times.
- 2. Federal Prevailing Wage Projects. The Davis-Bacon Related Acts apply to all Contractors, and subcontractors (all tiers) performing work on federally funded or assisted construction contracts where the total construction contract price is in excess of \$2,000. Contractors and subcontractors are required to comply with 29 Code of Federal Regulations Parts 1, 3, and 5.

The Contractor must advise subcontractors of the requirement to pay the prevailing wage rates prior to commencement of work and that all employees must cooperate during wage rate interviews.

A. Certified Payroll Submittal Requirements. Contractors (all tiers) must submit their certified payrolls to the prime Contractor. The submitted payrolls must accurately and completely include all information required on MDOT Form CP-347, Certified Payroll. The required weekly payroll information may be submitted on a contractor generated form but must contain all information required on Form CP-347. The first certified payroll is to be received by the Engineer within 3 weeks from the week ending in which work is performed. The 3 week period is to allow for the processing and review of the certified payrolls by the prime Contractor. The review must ensure the certified payroll is complete and contains all information required on Form CP-347. Form CP-347 is available on the MDOT forms webpage. Certified payroll information must meet the requirements of this special provision unless the contract requires payroll to be submitted through the prevailing wage and labor compliance (PWLC) system. Payroll submitted via the PWLC system must be entered into the system, certified, and approved by the prime Contractor to be considered received by the Department.

Labor compliance issues must be resolved within 60 calendar days of receiving the Departments first documented notice. The 60-day requirement may be extended based

on documented mutual agreement between the Department and the Contractor.

- (1) Fringe Benefit Statements. Contractors making payments or incurring cost to provide bona fide benefits must submit an hourly breakdown of fringe benefits paid each worker, or work classification where applicable, that must accompany the first certified payroll where fringe benefits are credited towards the prevailing wage. The Contractor must update these documents as necessary to ensure they are current throughout the working life of the contract. Failure to submit or maintain the required fringe benefit statement will constitute a payroll deficiency.
- (2) Delinquent Payroll. Certified payrolls not submitted per subsection b.2.A of this special provision will be considered delinquent.
- (3) Deficient Payroll. Certified payrolls that are found to be incomplete, inaccurate, or inconsistent with other project records are considered deficient.
- (4) Non-compliance Damages. A Contractor found to be in non-compliance with the requirements of this special provision will be assessed non-compliance damages listed in Table 1, proportional to the value of their work on the contract (including subcontract, purchase order (P.O.) or invoice amount).

**Table 1: Schedule of Non-Compliance Damages** 

Table 1. Concust of Non-Compilative Duringes		
Contract/Subcontract/P.O./Invoice	Non-compliance damages per	
Amount (a)	calendar day	
\$0 to 49,999	\$200	
50,000 to 99,999	400	
100,000 to 499,999	600	
500,000 to 999,999	900	
1,000,000 to 1,999,999	1,300	
2,000,000 to 4,999,999	1,550	
5,000,000 to 9,999,999	2,650	
10,000,000 and above	3,000	
Trucker	\$200	

- a. "Contract" amount if offending contractor is the prime contractor. "Subcontract/P.O./Invoice" amount if offending contractor is a subcontractor/vendor.
- B. Record Keeping. Maintain payrolls and basic records relating thereto (i.e. employee names, occupation, hours worked, W2, canceled checks, bank statements, etc.) by all levels of contractors during the course of work and retain for a 3-year period from the date of final estimate for all employees working on the site of work. Make these records available for inspection, copying, or transcription by the Department or its representative.
- C. Short Duration Projects. The following modifications apply if the project is less than 75 calendar days in duration.
  - (1) Submittal Requirements. On short duration projects the first certified payroll is

to be received by the Engineer within 2 weeks from the week ending in which work is performed. The 2-week period is to allow for the processing and review of the certified payrolls by the Contractor. The 2-week period allows the first estimate to be paid assuming the Contractor will submit certified payrolls in a timely manner. Ensure subsequent certified payroll submissions are made weekly. Payroll submissions failing to meet the above requirements will be considered delinquent.

Labor compliance issues are to be resolved within 30 days after receiving the Department's first documented notice. The 30-day requirement may be extended based on documented mutual agreement between the Department and the Contractor.

- c. Materials. None specified.
- d. Construction. None specified.
- e. Measurement and Payment. Payment for compliance with this special provision will not be made separately. Payment will be considered as part of all other contract pay items.

#### SPECIAL PROVISION FOR OPEN TO TRAFFIC

CFS:JJG 1 of 1

APPR:MB:DBP:07-07-17 FHWA:APPR:07-10-17

Delete subsection 107.21, on page 69 of the Standard Specifications for Construction, in its entirety and replace with the following:

107.21. Open to Traffic. The Contractor must not open the project or sections thereof to traffic until approved by the Engineer. Whenever the project or section thereof is in a condition suitable for traffic, the Engineer will determine if it is approved for traffic before project completion and the Contractor must open the project or section thereof to traffic as directed by the Engineer. To determine whether the project or section thereof is approved for traffic, the Engineer will verify that the surfacing material, shoulders, guardrails, signs, and other appurtenances are completed as required by the contract. The Engineer's approval of the project or section thereof for traffic does not constitute partial or final acceptance of the project or any part of it, or a waiver of any provision of the contract. The Contractor is not responsible for the costs of maintaining the section of the project opened for traffic.

If the Engineer approves the entire project or any section of it for traffic and the Contractor opens it to traffic before final acceptance and final payment, the Contractor must perform the remainder of the work in a manner that causes the least obstruction to traffic. The Contractor must make provisions for the safety of traffic as required by the contract. Legal weight restrictions, established by 1949 PA 300 as amended, local ordinances, or legal posting, apply to sections of the project opened to traffic.

Before the seasonal suspension, the Engineer will determine the work the Contractor must complete to bring the project to an acceptable condition for traffic and winter maintenance, including necessary traffic and erosion control measures. Until the Contractor completes this work, the Engineer will not designate the project as approved for traffic. On sections of the project opened to traffic, the Contractor must correct damage due to defective materials, to faulty workmanship, to operations of the Contractor, and to natural causes (except as provided in subsection 107.11 of the Standard Specifications for Construction), at no additional cost to the Department.

#### SPECIAL PROVISION FOR

### STORAGE OF MATERIALS ON, UNDER OR ADJACENT TO BRIDGES AND STRUCTURES

BRG:BMW

1 of 1

APPR:MRB:HLZ:01-09-19 FHWA:APPR:01-10-19

#### Add subsection 107.15C.3, on page 67 of the Standard Specifications for Construction:

- 3. Storage of Materials on or under Bridges and Structures. The Contractor must not store equipment or materials with the following USDOT Material Class Designations under, or within 50 feet of Department or Local Agency owned bridges and structures:
  - a. Class 1 Explosives:
  - b. Class 2 Flammable Gas, Non-Flammable Gas, Inhalation Hazard, Oxygen;
  - c. Class 3 Flammable Liquids Flammable, Fuel Oil, Combustible, Gasoline;
  - d. Class 4 Flammable Solids, Spontaneously Combustible and Dangerous When Wet;
  - e. Class 5 Oxidizer and Organic Peroxide;
  - f. Class 6 Toxic (Poisonous), Inhalation Hazard and Infectious Substances:
  - g. Class 7 Radioactive;
  - h. Class 8 Corrosive; and
  - i. Class 9 Miscellaneous.

The Contractor must not store plastic, polyethylene, or other petroleum-based products, or other flammable or combustible materials under, or within 50 feet of bridges and structures owned by the Department or Local Agencies.

Staging and storage of construction equipment utilizing these materials will be allowed on the bridge decks, as it relates to the Contractor's active construction operations.

The Engineer will approve appropriate protective measures for fueling and maintenance of equipment on bridge decks.

## SPECIAL PROVISION FOR ON-THE-JOB TRAINING PROGRAM

OBD:TDB

1 of 1

APPR:DBP:GCT:06-19-15 FHWA:APPR:07-06-15

- a. **Description.** The On-The-Job Training (OJT) program is the MDOT's program to meet the requirements of the Federal-Aid Highway Act of 1970 and 23 CFR (Code of Federal Regulations) Part 230, Subpart A. The objective is to develop skill improvement programs to provide opportunities for unskilled workers, particularly minorities, women, and disadvantaged persons, to acquire training in the skilled construction trades.
- **b. Trainee Assignment.** MDOT's Office of Business Development will allocate training assignments to prequalified Contractors based on the past contract volume of federal-aid work performed with MDOT. MDOT will notify each Contractor who has met the volume of work threshold at the beginning of each calendar year and advise them of the number of trainees they are expected to support.
- c. Program Requirements. Contractors found to have reached the level(s), as identified in the MDOT OJT program document, are required to fulfill all of the requirements of the OJT program at no additional cost to the Department.

The Contractors are required to pay the trainees in accordance with the following schedule unless apprentices or trainees in an approved union program are enrolled as trainees on this project. In that case, the appropriate rates approved through the union apprenticeship will apply.

- 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period
- 75 percent for the third quarter of the training period
- 90 percent for the last quarter of the training period
- Full fringe benefits will be paid during the entire training period

All applicable forms and the appropriate regulation pertaining to the OJT program are available through the MDOT's On-the-Job Training Program website at <a href="https://www.michigan.gov/oit">www.michigan.gov/oit</a>.

Contractors should notify the Engineer at the preconstruction meeting if they intend to utilize trainees on the project.

**d. Non-Compliance.** Failure to comply with the OJT program provisions or complete a training assignment may result in the Contractor being found in non-compliance. Failure to resolve the non-compliance may be used as a basis for modifying the prequalification ratings of the Contractor. Any action to modify the Contractor's prequalification ratings will be taken in accordance with the duly promulgated pregualification rules.

#### SPECIAL PROVISION FOR SCHEDULE OF LIQUIDATED DAMAGES FOR OVERSIGHT

CFS:BED

1 of 1

APPR:MB:JJG: 07-15-16 FHWA:APPR:07-29-16

Delete Table 108-1 in subsection 108.10.C.1, on page 83 of the Standard Specifications for Construction, in its entirety and replace with the following.

Table 108-1 Schedule of Liquidated Damages for Oversight			
Original Contract Amount			
From more than, \$	To and including, \$	Amount per Calendar Day, \$	
0	100,000	400	
100,000	500,000	700	
500,000	1,000,000	950	
1,000,000	5,000,000	1,350	
5,000,000	15,000,000	2,300	
Over 15	5,000,000	3,900	

## SPECIAL PROVISION FOR SUBCONTRACTING OF CONTRACT WORK

CFS:JJG 1 of 1

APPR:KAS:CRR:04-02-20 FHWA:APPR:04-07-20

Delete the first sentence of the second paragraph of subsection 108.01, on page 71 of the Standard Specifications for Construction, in its entirety and replace it with the following:

The Contractor must use its own organization to perform work amounting to at least 35 percent of the original contract amount.

Delete the last sentence of the second paragraph of subsection 108.01, on page 71 of the Standard Specifications for Construction, in its entirety and replace it with the following:

The 65 percent available for subcontracting must include work identified in the contract as designated classifications and all other work, except specialty classifications.

#### SPECIAL PROVISION FOR PROMPT PAYMENT

CFS:JJG

1 of 4

APPR:JDM:DBP:06-29-15 FHWA:APPR:07-16-15

Add the following subsection to section 109, on page 106, of the Standard Specifications for Construction:

109.08 Prompt Payment.

#### A. Definitions.

**Lower-tier subcontract.** An agreement between a subcontractor of any tier and any individual or legal entity to perform a part of the subcontract work.

**Lower-tier subcontractor.** The individual or legal entity that performs part of the subcontract work through a lower-tier subcontract with a subcontractor.

**Supplier.** The individual or legal entity that agrees to provide materials or services to the prime Contractor, a subcontractor, or a lower-tier subcontractor for the performance of their contract work.

**Sworn Statement.** A written verification under oath reflecting all persons or entities, which have furnished labor, equipment, services or materials to a subcontractor or lower-tier subcontractor for performance of work on the project. The written verification includes union fringe benefit funds, original contract amount, current amount due, amounts paid to date and balance to finish the work for each person or entity.

**Waiver of Lien.** A written release and waiver of any claim or right to payment for payments actually received for labor, equipment, services or materials furnished for performance of work on the project.

The sworn statement and waiver of lien documents are used by the prime Contractor and its subcontractors for verifying payments made to lower-tier subcontractors/suppliers and are not to be submitted to the Engineer unless requested as an aid in determining an alleged prompt payment violation. These documents can be found at the following website under the Construction Field Services - Forms heading:

#### http://www.michigan.gov/mdot/0,1607,7-151-9622 11044 11367---,00.html

B. **Progress Payments.** For the first payment, or for a one time payment, the prime Contractor agrees to pay each subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

For the second and subsequent payments, the prime Contractor agrees to pay each

subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

The Contractor is required to provide payment information for previous payments made to all first tier subcontractors and all DBE companies (sub-subcontractors, suppliers, truckers, etc.) at any tier before the Engineer will release the third and subsequent estimates. For all subsequent progress pay estimates if 1) the Engineer payment does not include any first tier subcontractors or any DBE company payments at any tier, and 2) the previously submitted payment reporting information remains unchanged, then payment reporting in the system is not required. Reporting is required when the prime contractor makes payments to any first tier subcontractors and any DBE companies at any tier. The payment information is provided through submittal of the information via the 2124A reporting system (MERS). System information can be found at the following web link.

### http://www.michigan.gov/documents/mdot/Prompt Payment 2124A Instructions MER S 366314 7.pdf

The prime Contractor must bring any concerns about the satisfactory completion of subcontractor or lower-tier subcontractor work items, to the Engineer's attention as soon as the concern is discovered. If the work meets the requirements of satisfactory completion and the prime Contractor has been paid for that work, the Engineer must determine whether:

- 1. The prime Contractor has demonstrated a valid reason for withholding payment from the subcontractor or supplier, or
- 2. The subcontractor has demonstrated a valid reason for withholding payment from the lower-tier subcontractor or supplier.

If the Engineer determines the reason for withholding payment is valid, the Engineer will process a negative estimate to withdraw the amount involved in the complaint. If payment has not been made for the work related to the complaint, the Engineer will not include those items of work on an estimate until the issue has been resolved.

The prime Contractor remains responsible to make prompt payments on this project to their subcontractors and suppliers except as noted in subsection 109.08.D of this special provision, even if the prime Contractor is in violation of other contractual obligations and the Department is withholding payment from the prime Contractor for those violations.

The prime Contractor must include language in all subcontracts that the Department prohibits prime Contractors from holding retainage from subcontractors. All provisions of this prompt payment subsection apply to all subcontracts, lower-tier subcontracts, and supplier agreements and must be included in each subcontract for the contract, including all lower-tier subcontracts and agreements.

This prompt payment provision is a requirement of 49 CFR 26.29 and does not confer third-party beneficiary rights or other direct rights to a subcontractor against the Department. This provision applies to both DBE and non-DBE subcontractors/suppliers at all tiers.

C. **Satisfactory Completion.** Progress and partial payments for contract work are issued based on the satisfactory completion of work. Satisfactory completion, for purposes of this prompt payment provision, is defined as:

- 1. Upon preliminary review, the Engineer finds the work completed in accordance with the contract, plans, and specifications; and,
- 2. Required documentation, including material certifications, payrolls, submission of 2124A, etc., has been received and reviewed and found to be acceptable by the Engineer; and.
- 3. Required subcontractor sworn statements and waivers of lien have been provided to the prime Contractor. The prime Contractor must provide notice to the Engineer if sworn statements and waivers of lien have not been received for completed work.

The Engineer will determine if the work meets the standards of satisfactory completion.

- D. Less than full payment release. The Engineer may give written approval to:
- 1. Delay or postpone payment from the time frames specified herein.
- 2. Process partial payment from the prime Contractor to a subcontractor or supplier.
- 3. Process partial payment from a subcontractor to a lower-tier subcontractor or supplier.

The unpaid portion will be held by the Department.

The parties may initiate whatever dispute resolution procedure is specified in their agreement or is available under Michigan law. If dispute resolution or litigation is selected, the actions by both parties must proceed in a timely manner. The result of the dispute resolution proceeding or litigation must be provided to the Engineer promptly upon the conclusion of the proceeding. The Engineer will release the disputed payment being held by the Department in accordance with the outcome of the proceedings.

E. **Non-Payment Claims.** The prime Contractor, subcontractor, lower-tier subcontractor or supplier must notify the alleged offending party in writing of any prompt payment violations within 30 calendar days of the date the payment was to be received. Copies of the notifications must be provided to the Engineer and the prime Contractor (only if the prime Contractor is not the offending party).

The alleged offending party must respond in writing to the claimant within 10 calendar days of receipt of the notification of failure to meet prompt payment provisions. Provide copies of the response to the Engineer, the prime Contractor (only if the prime Contractor is not the offending party), and the Engineer of Construction Field Services. The prime Contractor, subcontractor, or supplier must also provide the required sworn statements and waivers of lien from the affected subcontractor or supplier to the Engineer within 10 days of receipt of the notification. The Department will consider the failure of the alleged offending party to respond to the notification from the claimant as an admission of the prompt pay violation which may result in sanctions.

The Engineer will review the written notice and response and will verify in writing if there is a valid prompt pay violation.

Independent of all procedures and requirements in this special provision the non-payment claimant has the additional option of submitting a lien claim to the MDOT Contract Services Division. MDOT will notify the project surety of the non-payment issue. It is the responsibility of

the surety to ensure that all legitimately due payments are made. The submission of a lien claim will not nullify or affect any other requirements, obligations or procedures in this special provision.

- F. **Remedies**. When the Engineer verifies a prompt payment violation, the prime Contractor within 5 days must propose one or a combination of any of the following actions items for review and approval by the Engineer:
- 1. Issue payment to the subcontractor.
- 2. Issue payments to a subcontractor in the form of joint checks to the subcontractor and the subcontractor's lower-tier subcontractors and/or suppliers.
- 3. Issue payment directly to the subcontractor's lower-tier subcontractors or suppliers.
- 4. Request a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to submit a timely remedy request or obtain an approved course of action within the 5 day time period, the Engineer will direct a course of action or issue a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to fulfill the approved or directed course of action the Engineer will impose sanctions until such time as the approved or directed course of action is completed.

Any payments to a subcontractor's lower-tier subcontractor or supplier will be issued in the amounts reflected upon the subcontractor's sworn statements or in amounts independently verified by the Engineer as being due the subcontractor's lower-tier subcontractors and suppliers for work completed. Payments to a lower-tier subcontractor or supplier will be considered payment to the subcontractor directly so that payment for the same work cannot be claimed.

Any other use of joint checks must follow current Department procedures.

G. **Sanctions.** Failure to comply with any of the prompt payment requirements by the prime Contractor, subcontractor, lower-tier subcontractor, or supplier may result in sanctions against the offending party. These sanctions may include, but are not limited to: withholding of estimates on projects where prompt payment violations are confirmed; reduction or removal of prequalification; and/or suspension of bidding privileges.

#### SPECIAL PROVISION FOR FORCE ACCOUNT BUSINESS TAXES

CFS:RJC 1 of 1

APPR:JJG:JDM:04-14-15 FHWA:APPR:04-17-15

Delete subsection 109.05.D.8, on page 101 of the 2012 Standard Specifications for Construction in its entirety.

### SPECIAL PROVISION FOR

### FORCE ACCOUNT MARK-UP FOR BOND PREMIUM, INSURANCE AND PAYROLL TAXES

CFS:JJG 1 of 1

APPR:LFS:MB:08-12-16 FHWA:APPR:08-18-16

Delete subsection 109.05.D.4, on page 97 of the Standard Specifications for Construction, in its entirety.

Delete the first paragraph of subsection 109.05.D.3, on page 96 of the Standard Specifications for Construction, in its entirety and replace with the following:

3. Labor. The Engineer will pay the Contractor an amount equal to the sum of the following labor costs, plus 55 percent of the sum (for road work) or 60 percent of the sum (for bridge work) to cover the costs of field and home office overhead, bond premium, insurance, payroll taxes and to provide for a reasonable profit.