



BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6553

DRAPER-HOUSTON MEADOWS PRESERVE

BRIDGE CONSTRUCTION

OVER

THE SALINE RIVER

for:

*Washtenaw County
Parks and Recreation Commission
Ann Arbor, Michigan*

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6768)

Mannik & Smith
Group, Inc.



WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6553

October 7, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) #6553 for the construction of a bridge crossing the Saline River within the Draper-Houston Meadows Preserve in York Township.

Sealed Proposals: Contractor will deliver **one (1) original and three (3) copies** of the bid proposal to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

By 2:00 p.m. on Tuesday October 26, 2010

A mandatory pre-bid meeting and site walk scheduled for Tuesday October 19, 2010 at 3pm shall be attended by all General CONTRACTORS who will be submitting bids. The mandatory pre-bid meeting will take place on site at the parking area of the preserve located along on Mooreville Road in York Township, Michigan. This meeting will consist of a review of the bid documents and allow for a one time contractor pre-bid site inspection.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6553**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or devaultb@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319** or kentr@ewashtenaw.org

Thank you for your interest.

TABLE OF CONTENTS

CONTRACT TABLE OF CONTENTS		PAGE
DIVISION 0	CONTRACT DOCUMENTS	
	I. PROPOSAL DEFINITIONS.....	1
	II. TERMS	1
	III. PROPOSAL SPECIFICS	2
	IV. PROPOSAL SPECIFICATIONS.....	4
	V. PERFORMANCE SCHEDULE.....	4
	VI. SCOPE OF SERVICES	4
	VII. BID SCHEDULE.....	6
	VIII. SIGNATURE PAGE	7
	IX. INSTRUCTIONS TO BIDDERS	8
DIVISION 1	GENERAL REQUIREMENTS	
	I. SUMMARY OF WORK.....	14
	II. SITE GENERAL PROVISIONS.....	14
	III. METHOD OF MEASUREMENT AND BASIS OF PAYMENT .	16
	IV. PROJECT MEETINGS.....	17
	V. SUBMITTALS.....	17
	VI. REGULATORY REQUIREMENTS.....	20
	VII. QUALITY CONTROL	21
DIVISION 2	SITE WORK	
	I. GENERAL.....	26
	II. EARTHWORK.....	26
	III. ABUTMENT CONSTRUCTION.....	26
	IV. PREFABRICATED BRIDGE	26
	V. SLOPE RESTORATION	27
APPENDICES		
APPENDIX A	EXAMPLE CONTRACT	
APPENDIX B	BID FORMS	
	Bid Bond	
	Bidder's Qualification & Experience Statement	
	CUB Agreement	
APPENDIX C	PLAN DRAWINGS	
APPENDIX D	SPECIAL PROVISIONS	

DIVISION 0

CONTRACT DOCUMENTS

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions	“Bidder”	An individual or business submitting a bid to Washtenaw County
	“CONTRACTOR”	One who contracts to perform services in accordance with a contract
	“County”	Washtenaw County in Michigan
	“WCPARC”	Washtenaw County Parks and Recreation Commission
	“WCRC”	Washtenaw County Road Commission
	“PROFESSIONAL / Project Engineer”	The Mannik and Smith Group Inc. (MSG) an authorized representative of WCPARC licensed to practice engineering and has the rights and authority assigned in the Contract Documents.

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **Four copies (4)**, the **original and three (3) copies** (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

III. PROPOSAL SPECIFICS

A. GENERAL

I. Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to obtain bids from qualified CONTRACTORS to provide the labor, materials, and equipment necessary to reconstruct a pre-fabricated bridge and substructures crossing the Saline River within the Draper-Houston Meadows Preserve. Draper-Houston Meadows Preserve is located on Mooreville Road West of Platt Road in York Township. This project shall include all material, labor and equipment necessary to construct the bridge and roadway as shown in the project plans and shall include, but is not limited to clearing and grubbing, mobilization, demobilization, site preparation and service, driving foundation piles, constructing abutments, providing and installing a pre-fabricated truss bridge, grading and placing slope protection, gravel roadway construction, install maintain and remove erosion control measures, and seeding and site restoration.

The bidder must demonstrate knowledge and considerable experience with a minimum of 10 years of experience in bridge construction, and/or pre-qualified under MDOT's work category Fa. Bidders must complete the Experience and Qualifications section of this RFP. A Lump Sum bid price and Unit Prices are requested for construction services. Based on the response to this RFP, including a schedule for completion of work, experience, ability, financial standing and bid prices submitted, the County will select a CONTRACTOR to provide the required services.

The County would like this work to begin on or about November 2, 2010 with completion of the substructure work, backfilling and rough grading by December 10, 2010. Installation of the superstructure shall be coordinated in conjunction with the professional and the county within the timeframe required for ordering shop drawings, fabricating and shipping the truss to the site by the fabricator. All work shall be in accordance within the timeframe and restrictions of the MDNRE permit on file.

A. GENERAL (CONTINUED)

II. Issuing Office

The RFP is issued by the WCPARC. All correspondence, questions and additional information regarding this RFP shall be addressed to:

Richard Kent, Park Planner
Washtenaw County Parks and Recreation Commission
PO Box 8645
Ann Arbor, Michigan 48107

Telephone: (734) 971-6337 x319
Email: kentr@ewashtenaw.org

III. Proposals

Four (4) copies of the proposal shall be submitted (one unbound for copying). The total submittal shall not be more than 10 pages (letter size) with material on two sides. To be considered, each firm must submit a complete response to this RFP using the format provided in Proposal Specification (page 4). No other distribution of proposals is to be made by the submitter. The proposal must be signed in ink by an official authorized to bind the submitter to its provisions.

IV. Changes in RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposals, or should the proposer find any patent ambiguity, inconsistency or omission therein, the proposer shall make a written request for an official interpretation or correction. Such requests shall be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the WCPARC may decide to include, will be made only as an addendum, which will be mailed or delivered to each firm recorded as having received a copy of the RFP. Any addendum issued by the WCPARC shall become a part of the RFP and shall be taken into account by each proposer in preparing his or her proposal.

V. Proposal Receipt

Proposals must arrive at Washtenaw County Purchasing, Administration Building, 220 N. Main, Ann Arbor, MI 48104 on or before **2:00 pm, Tuesday, October 26, 2010**. Prospective firms are responsible for the timely delivery of their proposal.

VI. Disclosures

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts and attachments thereto. All unsuccessful proposals will be retained for thirty (30) days after acceptance of the successful proposal.

VII. Type of Contract

A standard Washtenaw County Service Contract will be executed between the WCPARC and the CONTRACTOR (see Appendix A, Example Contract). The WCPARC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the WCPARC's sole judgment, the best interests of Washtenaw County will be so served.

VIII. Cost Liability

The WCPARC assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a Service Contract. A copy of the service contract with WCPARC is provided herewith as Appendix A.

IV. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal (form found in Appendix B, Forms).
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
- C. CONTRACTOR must complete the BIDDERS QUALIFICATION AND EXPERIENCE STATEMENT (Appendix B).
- D. Accompanying this Proposal must be a Bid Bond or Certified Check in the amount of 5% of the amount of the bid submitted, made payable to the WCPARC.
- E. A signed MEMORANDUM OF UNDERSTANDING is required from the CONTRACTOR for work activities conducted by subcontractors and union or skilled trade workers (form found in Appendix B).

V. PERFORMANCE SCHEDULE

The CONTRACTOR will complete the substructure work, backfilling and rough grading by December 10, 2010. Installation of the superstructure shall be coordinated in conjunction with the professional and the county within the timeframe required for ordering shop drawings, fabricating and shipping the truss to the site by the fabricator. All work shall be in accordance within the timeframe and restrictions of the MDNRE permit on file.

VI. SCOPE OF SERVICES

The following section summarizes the Scope of Services to be performed for Draper-Houston Meadows Preserve.

Draper-Houston Meadows Preserve Bridge Construction:

The CONTRACTOR will provide all the materials, labor, and equipment necessary to construct a new bridge crossing the Saline River within the Draper-Houston Meadows Preserve. This project shall include all material, labor and equipment necessary to construct the bridge and roadway as shown in the project plans and shall include, but is not limited to clearing and grubbing, mobilization, demobilization, site preparation and service, driving foundation piles, constructing abutments, providing and installing a pre-fabricated truss bridge, grading and placing slope protection, gravel roadway construction, install maintain and remove erosion control measures, and seeding and site restoration.

Fall 2010 (Spring 2011 as needed)

A. Mobilization / Site Preparation

1. Install silt fence along proposed roadway and at bridge location.
2. Construct Permanent Aggregate Roadway to bridge location.

B. Remove portions of Existing Bridge

1. Remove existing steel beams.
2. Saw cut existing abutments and remove portions as shown in the plans.

C. Foundation Installation

1. Excavate to proposed bottom of abutments and wingwalls.
2. Drive foundation piles to tip elevations shown in the plans.

D. Abutment & Wingwall Construction

1. Complete excavation for abutment and wingwall construction.
2. Prepare and set reinforcing steel cage.
3. Form and pour abutments and wingwalls.

E. Backfill and Slope Protection

1. Backfill and compact excavated area around abutments and wingwalls.
2. Install geotextile fabric and heavy riprap.

F. Install Prefabricated Bridge

1. Provide and install prefabricated bridge.

G. Site Restoration

1. Complete gravel approach to the bridge.
2. Seed all disturbed areas adjacent to the bridge and approach roadway.
3. Remove all temporary erosion control measures.

VII. BID PRICES

Bid Unit Prices
Draper-Houston Meadows Preserve Bridge Construction
Mooreville Road
York Township, Michigan

Unit prices for the Draper-Houston Meadows Preserve Bridge Construction must be provided for the following:

Item No.	Item Description	Unit	Quantity	Unit Price	Lump sum
APPROACH					
1000001	Mobilization, Max. 10%	LS	1		
2017002	Clearing, Modified	Sta	5		
2020004	Tree, Rem, 6 inch to 18 inch	Ea	3		
2047050	Misc Items, Rem and Salv	Ea	10		
2080003	Erosion Control, Gravel Access Approach	Ea	1		
2080025	Erosion Control, Silt Fence	Ft	100		
3030020	Geotextile Separator	Syd	32		
3060006	Aggregate Surface Cse, 8 inch	Syd	32		
8120001	Barricade, Type III, High Intensity, Furn	Ea	1		
8120002	Barricade, Type III, High Intensity, Oper	Ea	1		
8120115	Sign, Type A, Temp, Furn	Sft	15		
8120116	Sign, Type A, Temp, Oper	Sft	15		
8160050	Slope Restoration	Syd	267		

RFP #6553 Draper-Houston Meadows Preserve

BRIDGE					
2040021	Structures, Rem Portions	LS	1		
2060002	Backfill, Structure, CIP	Cyd	22		
2060010	Excavation, Fdn	Cyd	102		
2087001	Turbidity Curtain (deep)	Ft	58		
2087001	Turbidity Curtain (shallow)	Ft	40		
4016001	Prefabricated Bridge	LS	1		
4040031	Underdrain, Fdn, 4 inch	Ft	28		
4040091	Underdrain Outlet, 4 inch	Ft	24		
4040111	Underdrain, Outlet Ending, 4 inch	Ea	4		
7050002	Pile Driving Equipment, Furn	LS	1		
7050039	Pile Point, Steel	Ea	8		
7057001	Pile, Steel, Furn and Driven, 10 inch	Ft	208		
7060010	Substructure Conc	Cyd	31		
7060028	Substructure Horizontal Surface Sealer	LS	1		
7060035	Reinforcement, Steel, Epoxy Coated	Lb	4176		
7060040	Water Repellant Treatment, Penetrating	Syd	20		
7100001	Joint Waterproofing	Sft	126		
8130005	Riprap, Heavy	Syd	80		

RFP #6553 Draper-Houston Meadows Preserve

ROADWAY					
2050016	Excavation, Earth	Cyd	196		
2080025	Erosion Control, Silt Fence	Ft	2144		
3030020	Geotextile Separator	Syd	1350		
3060006	Aggregate Surface Cse, 8 inch	Syd	1240		
8160050	Slope Restoration	Syd	1192		
Bid for Draper-Houston Meadows Preserve Bridge Construction (Total Items) \$					

VIII. SIGNATURE PAGE

The undersigned agrees to enter into an agreement with the County to provide the services required to construct a bridge at the Draper-Houston Meadows Preserve.

Total bid for Draper-Houston Meadows Preserve Bridge

Construction:\$_____

ABOVE AMOUNT IN WORDS _____ dollars

Signature _____ Date _____

Company Name _____

Print Name _____

Company Address _____

Title _____

City _____ St. _____ Zip _____

Telephone # _____ Fax # _____

Purchase Order email Address _____

_____ Federal Tax ID #

By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph II.,F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

The above individual is authorized to sign on behalf of the company submitting proposal. This bid is valid for 180 days from the date of the above signature. **Include this signed sheet in your proposal.**

IX. INSTRUCTIONS TO BIDDERS

PROPOSALS

Each Proposal shall be made on a form prepared therefore by the PROFESSIONAL and included as one of the Contract Documents and shall be submitted in a sealed envelope bound together with the other Contract Documents except the Plans, bearing the title of the Project and the name of the Bidder.

DELIVERY OF PROPOSALS

Proposals shall be delivered by the time and to the place stipulated in the Advertisement for Proposals. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the bid date and time specified in the Advertisement shall be returned to the Bidder unopened.

OPENING

Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

WITHDRAWAL BEFORE OPENING

Any Bidder may withdraw his Proposal, either personally or by telephone or written request, at any time prior to the scheduled time for Opening of Proposals.

DISCREPANCIES

In case of a difference between the stipulate amounts in the Proposal written in words and the stipulated amounts written in figures, the stipulated amounts written in words shall govern.

MODIFICATIONS

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless expressly requested. Oral proposals or modifications will not be considered. Conditional proposals of conditions attached to proposals shall have no force or effect.

EXAMINATION OF CONTRACT DOCUMENTS

Before submitting his Bid, each Bidder should:

- (a) examine the Contract Documents thoroughly;
- (b) visit the site to familiarize himself with local conditions that may in any matter affect performance of the work;
- (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the work; and
- (d) carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Division 1) of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which may have been

relied upon by PROFESSIONAL in preparing the Drawings and Specifications. WCPARC will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will at his own expense make such additional survey and investigations as he may deem necessary to determine his Bid price for performance of the work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation of the Bidder that he has complied with every requirement of this Article.

COMPLETE WORK REQUIRED

It is the intent of the Contract Documents to provide that the Product to be supplied under this proposal shall be complete and ready for use in every aspect.

SUBCONTRACTORS: MATERIAL & EQUIPMENT QUOTATIONS

The Bidder to whom an award is made will not be entitled to additional compensation or extension of time by reason of his failure to fully understand all subproposals or quotations.

The Bidder is responsible for all coordination between subcontractors and suppliers during the bidding and construction so that as complete project is furnished for the Contract Price and within and Contract Time. The completed project includes the furnishing of all equipment, accessories, and appurtenances necessary for the proper operation and maintenance of the Project.

AWARD OF CONTRACT

WCPARC reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, WCPARC shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. WCPARC may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. WCPARC may conduct such investigations as they deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to WCPARC's satisfaction with the prescribed time. WCPARC reserves the right to reject the Bid or any Bidder who does not pass any such evaluation to WCPARC's satisfaction.

If a Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. However, WCPARC reserves the right to by-pass the low bidder and award a contract in the best interest of the WCPARC.

If the Contract is to be awarded, WCPARC will give the apparent successful Bidder a Notice of award.

Simultaneous with the delivery of the executed counterparts of the Agreement to WCPARC, the CONTRACTOR shall deliver to WCPARC the required Contract Security.

INTERPRETATIONS

All questions about the meaning and intent of the Contract Documents shall be submitted to WCPARC in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by PROFESSIONAL as having received the Bidding Documents. Questions received less than seven (7) days prior to the date of Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDA

Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

BID SECURITY

The amount and type of Bid Security is stated in the Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to WCPARC or a Bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable to Federal Bonds" as published in the Federal Register by the Audit Staff Bureaus of Accounts, US Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, of receipt of the Notice of Award, WCPARC may annul the Notice to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom WCPARC believes to have a reasonable chance of receiving the Award may be retained by WCPARC until the earlier of the seventh day after the executed Agreement is delivered by WCPARC to CONTRACTOR and the required Contract Security is furnished. Bid Security of other Bidders will be returned within seven (7) days of the Bid Opening.

CONTRACT TIME

The number of days for the Delivery of Work (the Contract Time) is set forth in the Bid Forms and will be included in the executed Agreement. Any provisions for liquidating damages are set forth in the Contract Documents.

REQUIREMENT FOR SIGNING PROPOSALS

Proposals which are not signed by the individual making them shall have attached thereto a Power of Attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-fact, there shall be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.

Proposals which are signed for a corporation shall have the correct corporate name thereof and the signatures by the president or other authorized officers of the corporation manually written below the corporate name following the word "By". If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution to the Board of directors evidencing the authority of such official to sign the

Proposal shall be attached to it. Such a Proposal shall also bear the attested signature of the corporation and the impression of the corporate seal.

All Bidders shall complete the enclosed form entitled "Legal Status of Bidder".

BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Proposal in this Project, unless Alternate Proposals are called for.

A person, firm, or corporation who has submitted a subproposal to a Bidder, or has quoted prices on materials and/or equipment to a Bidder, is not hereby disqualified from submitting a subproposal or quoting Prices to other Bidders.

EXECUTION OF AGREEMENT

The Bidder to whom an Award is made will be required to enter into a written Agreement in the form hereto annexed, within ten (10) days, Sundays and legal holidays excepted, after being notified of the acceptance of his Proposal and receipt by him of copies of the Contract Documents to be executed.

In case of failure to comply with this requirement, he shall be considered to have abandoned all rights and interest in the Award, his Proposal Guarantee may be declared forfeited to the WCPARC and the Contract may be awarded to another.

INSURANCE

The successful Bidder shall be required to carry insurance in the amounts and kinds specified in the General Conditions. Such insurance must be with companies and in a form satisfactory to the WCPARC, and certificates of such insurance must be attached to each copy of the executed Contract Documents. These certifications shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice is given to the WCPARC and ENGINNER, as evidenced by return receipt of certified mail.

COMPLIANCE WITH PERMITS

The successful Bidder shall comply with all required State and local construction permits and shall comply with all local building codes and inspection requirements.

NONDISCRIMINATION

Contracts for work under this Proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices.

Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the Award of Contract.

Successful Bidders must, if required, submit a list of all subcontractors who will perform work on the Project and written signed statements from authorized agents of the labor pools with which they will or may deal with employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246, as amended, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract, or a

certification as to what efforts have been made to ensure such statements when such agents or labor pools have failed or refused to furnish same prior to the Award of Contract.

Successful Bidders must be prepared to comply in all respects with the Labor Standards contract provisions regarding nondiscrimination.

HEALTH AND SAFETY

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as Promulgated by the Department of Labor and/or applicable State and local safety and health regulations. All questions regarding compliance and enforcement, as well as requests for the regulations should be directed to the Department of Labor and/or local agencies.

SOIL EROSION AND SEDIMENTATION

The successful Bidder shall comply with the provisions of the "Soil Erosion and Sedimentation Control Act" of 1972 (Michigan P.A. 347, as amended), the "Inland Lakes and Streams Act" of 1972 (Michigan P.A. 346, as amended), and be in accordance with all applicable regulations, standards, and specifications as adopted by the local enforcing agencies.

DIVISION 1
GENERAL REQUIREMENTS

I. SUMMARY OF WORK

PART 1 – GENERAL

1.1 GENERAL PROJECT DESCRIPTION

The following scope of work is not intended to represent the full amount of the work required to complete construction of a bridge within the Draper-Houston Meadows Preserve located on Mooreville Road west of Platt Road in York Township, Michigan. It is to serve as a general guideline. The successful bidder will assume responsibility to assure that all facets of the work are included in their proposal.

This project shall include all material, labor and equipment necessary to construct the bridge and roadway as shown in the project plans and shall include, but is not limited to clearing and grubbing, mobilization, demobilization, site preparation and service, driving foundation piles, constructing abutments, providing and installing a pre-fabricated truss bridge, grading and placing slope protection, gravel roadway construction, install maintain and remove erosion control measures, and seeding and site restoration.

1.2 SUMMARY

1.2.1 The following work items required to complete the project are summarized in Division 2.00:

- A. Mobilization / Demobilization / Site Preparation & Service
- B. Remove Portions of Existing Bridge
- C. Foundation Installation
- D. Abutment & Wingwall Construction
- E. Backfill & Slope Protection
- F. Install Prefabricated Bridge
- G. Site Restoration

1.3 COORDINATION OF NOISE, DUST AND FUMES

1.3.1 Contain noise, dust and fumes within work area. Notify PROFESSIONAL at least 48 hours prior to any necessary excessive noise, dust or fumes. Comply with the PROFESSIONAL instructions.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

II. SITE GENERAL PROVISIONS

PART 1 – GENERAL

1.1 DESCRIPTION

1.1.1 The CONTRACTOR shall provide all labor, materials, tools and equipment necessary for the preparation and completion of the project.

1.2 CLEARING AND GRUBBING

1.2.1 Trees and shrubs are not to be removed unless required by the project scope of work and/or with the express permission of the WCPARC. Where trees are to be removed, the CONTRACTOR shall remove such trees and stumps to a depth of at least one foot below the proposed finish grade. All stumps, logs, branches and debris shall be removed from the sites and disposed of by the CONTRACTOR.

1.3 WORK AREA AND STORAGE OF MATERIALS

1.3.1 The working area shall be organized in an orderly manner with storage and tool sheds, sanitary facilities, parking areas for employees, and all other necessary facilities developed and maintained by the CONTRACTOR.

1.3.2 Where the CONTRACTOR is required to do work within the right-of-ways, he shall obtain necessary permits and meet the requirements of all local governments for the work and storage within their jurisdiction.

1.4 EXISTING PUBLIC UTILITIES

1.4.1 The CONTRACTOR shall conduct operations so as not to damage any existing utility whether shown on work plans or not. The CONTRACTOR shall correct, at his own expense, any injury caused during the operations of his subcontractors or suppliers.

1.4.2 The CONTRACTOR shall make all the necessary arrangements for the provisions of all utility services, temporary or permanent, required under this contract. The CONTRACTOR shall pay all costs for such connections and services.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.1 FINISH GRADING

3.1.1 After all backfilling and rough grading has been completed and thoroughly compacted, the entire disturbed area at the site shall be graded to smooth, even surfaces as shown by the proposed new contours shown on the Plans.

The portion of the disturbed area where no new contours are shown shall be graded to smooth, even surfaces approximately the original surfaces.

- 3.1.2 All debris and large stones and sticks shall be removed from the work area and disposed of and the entire disturbed area made ready for the addition of topsoil and seeding.
- 3.1.3 After all construction has been completed, the CONTRACTOR shall spread 4 inches of approved top soil over all graded areas. The stockpiled material may be used for this purpose. If there is not sufficient top soil on the site, the CONTRACTOR shall secure and deliver to the site whatever amount is required at his own expense.

III. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

PART 1 – GENERAL

SCHEDULE OF VALUES: Before the construction start the CONTRACTOR must submit a Schedule of Values to WCPARC for review and approval, of various tasks that must be performed to complete the work. The schedule must show each task and the corresponding value to complete each task including incidental cost. The aggregate total value for all tasks must be equal to the total Contract sum including approved alternate task values.

The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit for work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

MEASUREMENT

Quantities of work completed under the Contract will be measured by the PROFESSIONAL according to the United States standard measures. When tons are specified, the unit shall be the ton of 2,000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be “in place”, they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements. When work is completed on a “lump sum” bases, the work will be considered complete when all aspects of the task have been completed to the satisfaction of WCPARC and the PROFESSIONAL.

Mobilization/Demobilization, site preparation and site service work task shall not exceed 10% of the base bid amount. Cost of required submittals, permitting fees, temporary facilities and project meetings are incidental cost associated with the identified pay item “Mobilization, Max. 10%”.

1.3 PAYMENT

In each and every instance in the schedule attached, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, “The contract unit price in the Proposal will be payment in full for all labor, materials, and

equipment necessary to do the following according to the Plans and Specifications.” Payment shall be made on the basis of the actual quantity of the time completed and accepted at the unit price for such item named in the Proposal.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

IV. PROJECT MEETINGS

PART 1 – GENERAL

PRE-CONSTRUCTION CONFERENCES: The WCPARC will schedule a pre-construction meeting with the PROFESSIONAL and the CONTRACTOR. The CONTRACTOR shall attend and participate in a preconstruction meeting. The contractor shall be prepared to discuss project procedures, identify any project issue that may arise, discuss any deviation from submitted plans.

PROGRESS MEETINGS: The PROFESSIONAL will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The CONTRACTOR must be represented at each progress meeting by persons with full authority to act for the CONTRACTOR in regard to all portions of the Work.

The contractor shall provide and maintain a job trailer or sheltered facility and a portable lavatory to facilitate progress meetings and on-site coordination throughout the life of the project. Cost for this work is included with mobilization.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

V. SUBMITTALS

PART 1 – GENERAL

1.1 APPLICABILITY

This section applies to all administrative and technical submittals described in this document.

1.2 PRE-WORK SUBMITTALS

1.2.1 Within 10 working days following the Notice to Proceed, the CONTRACTOR shall submit three (3) copies of the following administrative submittals. The CONTRACTOR shall not initiate field activities until the Professional has reviewed and accepted these submittals.

- a. Construction Plan
- b. Health and Safety Plan (HASP)
- c. Schedule of Values
- d. Project Schedule

1.2.2 Health and Safety Plan (HASP)

The CONTRACTOR's HASP is provided to the PROFESSIONAL for informational purposes only and for implementation by the CONTRACTOR. The State and the PROFESSIONAL may review the HASP for completeness. Comments will be provided to the CONTRACTOR, but no approval of the HASP will be granted. Following inclusion of the comments, the PROFESSIONAL will accept the HASP.

- a. The site-specific HASP shall meet the requirements, at a minimum, of the following:
 - i. 29 CFR 1904 – Record Keeping, United States Occupational Safety and Health Administration (OSHA), as amended.
 - ii. 29 CFR 1910 – Safety and Health regulations for general Industry, OSHA, as amended.
 - iii. 29 CFR 1926: Safety and Health Regulations for Construction, OSHA, as amended.
 - iv. 49 CFR 171.8 – Hazardous Materials in Transport, United States Department of Transportation (USDOT), as amended.
 - v. 40 CFR 261.3, 264, and 265, RCRA, USEPA, as amended.
 - vi. Standard Operating Safety Guides, USEPA, November 1984.
 - vii. Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, NIOSH Publication No. 85-115, October 1985.
- b. The HASP is an enforceable document that shall guide the activities of the CONTRACTOR's and all subcontractor personnel. The HASP shall define site-specific safety provisions required for all project activities of the CONTRACTOR and subcontractors.
 - c. Hazard Communication Program – A hazard communication program shall be used in accordance with 29 CFR Part 1926.59.

1.2.3 Schedule of Values

Before the construction start date the CONTRACTOR must submit a Schedule of Values to the PROFESSIONAL for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

1.2.4 Daily Progress and Daily Site Safety Forms

The Daily Progress Forms shall outline the Work accomplished during the reporting period and Work to be accomplished during the subsequent reporting period, problems (real or anticipated) that should be brought to the attention of the PROFESSIONAL, and notification of any significant deviation from previously agreed upon Work Plans. The Daily Site Safety Forms shall describe the safety meeting(s), any changes in protection, any safety incidents and results, and any changes to the HASP necessitated by site conditions.

1.2.5 Project Schedule

The CONTRACTOR shall provide a Project Schedule that contains the following:

- a. Administrative and technical submittal dates and required approval dates
- b. Work activities and durations with expected start and finish dates
- c. Date of anticipated Substantial Completion
- d. Date of anticipated Final Completion

1.3 OTHER ADMINISTRATIVE SUBMITTALS

1.3.1 Permits and Approvals

The CONTRACTOR shall provide the PROFESSIONAL with copies of all permits, approvals, licenses, exemptions or other governmental documents or submittals obtained or submitted as part of the Work. These documents shall be provided to the PROFESSIONAL in a timely manner.

1.3.2 Backfill Material Records

The CONTRACTOR shall be provide documentation of the off-site source material soil type and non-impact (virgin material or analytical test results) prior to bringing the material on-site.

1.4 PROGRESS SCHEDULE:

Upon request, the CONTRACTOR must submit 2 copies of the Progress Schedule for the PROFESSIONAL and WCPARC review. The Progress Schedule Submittals are intended to show: (a) the priority and sequencing by which the CONTRACTOR intends to execute the Work (or Work remaining) to comply with Contract Times, those sequences of Work indicated in or required by the Contract Documents; (b) how the CONTRACTOR anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; and (c) how the Means and Methods chosen by the CONTRACTOR translate into activities and sequencing; and (d) the actual timing and sequencing of completed Work. Submittals will be returned to the CONTRACTOR within fifteen Calendar Days. CONTRACTOR must resolve the issues arising from the review by the PROFESSIONAL and/or the WCPARC and submit Progress Schedule Revision. The review of the Progress Schedule by the PROFESSIONAL or the WCPARC does not create or impose on the WCPARC or the PROFESSIONAL any responsibility for the timing, planning, scheduling or execution of the Work or the correctness of any such Progress Schedule detail. The CONTRACTOR must update the schedule monthly. The correctness of Progress Schedule remains the sole responsibility of the CONTRACTOR. The CONTRACTOR is responsible for any time Delay and any cost incurred by the PROFESSIONAL, CONTRACTOR or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

VI. REGULATORY REQUIREMENTS

Part 1– GENERAL:

- 1.1 LAWS: The CONTRACTOR and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
- 1.2 CODES: All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq. International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. If the CONTRACTOR observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the CONTRACTOR must promptly notify the PROFESSIONAL in writing. If the CONTRACTOR provides any Work knowing or

having to reason to know of such conflict, the CONTRACTOR must be responsible for that performance.

1.3 PERMITS: All required construction permits must be secured and their fees including inspection costs must be paid by the CONTRACTOR. The time incurred by the CONTRACTOR in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The CONTRACTOR must pay all charges of Public Utilities for connections to the Work. The following permit fees will be paid by the CONTRACTOR:

- SESC Permit
- Washtenaw County Road Commission Drive Permit
- Any other Permits that may be required

1.4 ENVIRONMENTAL REQUIREMENTS: The CONTRACTOR and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.

- The contractor shall comply with all requirements pertaining to the approved MDNRE joint permit for this project.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

VII. QUALITY CONTROL

PART 1– GENERAL:

1.1 PROJECT OVERSIGHT: The PROFESSIONAL will provide project oversight to document the project is completed in accordance with the specifications and approved plans. The CONTRACTOR will notify the WCPARC and PROFESSION when each work task identified in the CONTRACTOR’s schedule of values is

completed the PROFESSIONAL will inspect and certify the work has been completed satisfactorily or provide a punch list of items needed to correct any work deficiencies.

1.2 TESTING LABORATORY SERVICES: All tests required by the WCPARC must fulfill ASTM, ANSI, Commercial and other Standards for testing. The CONTRACTOR must submit a minimum of three copies of each test report to the PROFESSIONAL for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the PROFESSIONAL at any time.

<u>Item of Work</u>	<u>Test Type</u>
Earthwork	Compaction and Density
Aggregate Pavement	Compaction and Density
Concrete	Compressive Strength

1. Paid by CONTRACTOR: Density testing and disposal characterization sampling as required.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

DIVISION 2

SITE WORK

I. GENERAL

Part I - General

1.1 SUMMARY:

This project shall be constructed in accordance with the The MDOT 2003 Standard Specifications for Construction.

II. EARTHWORK

Part I - General

1.1 SUMMARY:

Perform earthwork including excavation, bacfill, grading, riprap, and compaction in accordance with the MDOT 2003 Standard Specifications for Construction.

1.2 MATERIALS:

1.2.1 Backfill

- a. Backfill shall consist of Granular Material Class II in accordance with MDOT section 902.08.

1.2.1 Riprap

- a. Riprap shall be broken rock or clean concrete (no reinforcing). A geotextile liner shall be placed on the ground prior to installation of the riprap.

III. ABUTMENT CONSTRUCTION

Part I - General

1.1 SUMMARY:

Provide all materials, equipment and labor to construct reinforced concrete abutments as shown in the contract drawings.

- 1.2 Concrete – Concrete used for abutment construction shall be MDOT Grade S2, 3500 psi (6 sack) minimum. Higher strength concrete may be used if approved by the project engineer. Provide a 3 inch slump maximum. Concrete shall be air entrained.

IV. PREFABRICATED BRIDGE

Part I - General

1.1 SUMMARY:

Fabricate and install a prefabricated steel truss as shown in the contract drawings.

1.2 SUBMITTALS:

1.2.2 Truss Shop Drawings

- a. The contractor shall provide truss shop drawings to the engineer for review and approval. A minimum of two week will be required for shop drawing review by the engineer. Do not order the truss until approved shop drawings have been received from the project engineer.

V. SLOPE RESTORATION

Part I - General

1.1 SUMMARY:

Final grade and restore the site to the line and grade shown on the plans. All areas outside of and adjacent to the work limits that are disturbed during construction shall be restored by grading, seeding, mulching and fertilizing. This work is included under pay item Slope Restoration for payment.

1.2 SUBMITTALS:

1.2.3 Seeding, Mulching and Fertilizing

- a. Use MDOT seed mix TGM at a seeding rate of 220 lb/acre in accordance with MDOT section 816 ADJACENT TO THE ABUTMENTS. Other seed mixes may be used as approved by the project engineer.
- b. Provide a minimum of 4 inches of topsoil over backfilled areas adjacent to the bridge. Top soil may be salvaged from areas on site and re-used if approved by the project engineer.
- c. Provide mulch and mulch anchor as required in accordance with MDOT section 816. Mulch all areas that are seeded. Mulch shall be placed evenly and loose to allow sunlight penetration and air circulation, but thick enough to shade the ground, conserve soil moisture, and prevent water or wind erosion.

APPENDIX A
Example Contract

STANDARD PROVISIONS FOR CONTRACTS

AGREEMENT is made this _____ day of _____, 2010, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of CONTRACTOR**) located at (**Address**) ("CONTRACTOR").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The CONTRACTOR will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the CONTRACTOR, for full performance of the work, the amount of \$_____ (**spell out dollar amount**), subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Robert L. Tetens and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the CONTRACTOR must be dated and bear the CONTRACTOR's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, the CONTRACTOR will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the CONTRACTOR, the County may review any of the CONTRACTOR's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on notice to proceed after contract signing and ends on (mo/day/yr), according to the project schedule and as modified through authorized change orders.

ARTICLE V- PERSONNEL

Section 1 - The CONTRACTOR will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The CONTRACTOR will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the CONTRACTOR is neither an employee nor an agent of the County for any purpose.

Section 4 – The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the CONTRACTOR. For purposes of this contract, the term, “offshore” refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The CONTRACTOR will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the CONTRACTOR's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of CONTRACTOR, any sub-CONTRACTOR, or any employee, agent or representative of the CONTRACTOR or any sub-CONTRACTOR.

ARTICLE VII- INSURANCE REQUIREMENTS

The CONTRACTOR will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. CONTRACTOR shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by CONTRACTOR and their inadequate insurance coverage. CONTRACTOR shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the CONTRACTOR until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the CONTRACTOR expires or is canceled

during the term of the contract, services and related payments will be suspended. CONTRACTOR shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONTRACTOR AND COUNTY

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. The CONTRACTOR also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the CONTRACTOR.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The CONTRACTOR will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The CONTRACTOR agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of

the CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

ARTICLE XIII – ASSIGNS AND SUCCESSORS

This contract is binding on the County and the CONTRACTOR, their successors and assigns. Neither the County nor the CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 – Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV – EQUAL ACCESS

The CONTRACTOR shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the CONTRACTOR. During the performance of the services, the CONTRACTOR will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the CONTRACTOR must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the CONTRACTOR, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____ (DATE)
Lawrence Kestenbaum
County Clerk/Register

By: _____ (DATE)
Robert L. Tetens
Director, Parks & Recreation

APPROVED AS TO FORM:

CONTRACTOR

By: _____ (DATE)
Curtis N. Hedger
Office of Corporation Counsel

By: _____ (DATE)
(CONTRACTOR'S NAME)

APPENDIX B

Bid Forms

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

As Principal, hereinafter called CONTRACTOR, and _____

As Surety, hereinafter called Surety, are held and firmly bound unto

WASHTENAW COUNTY PARKS & RECREATION

As Oblige, hereinafter called the OWNER for the use and benefit of claimants herein below defined, in the amount of

_____ Dollars (\$_____)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern)

For the Payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors administrators and assigns, jointly and severally, firmly by these presents.

NORTHFIELD PRESERVE PARKING LOT IMPROVEMENTS

In accordance with Plans and Specifications prepared by THE MANNIK & SMITH GROUP, INC. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise is shall remain in full force and effect, subject to, however, to the following conditions.

- A. The Surety hereby waives notice of any alteration or extension of time made by the OWNER.
- B. Whenever the CONTRACTOR shall be, and declared by the OWNER to be, in default under the Contract, the OWNER having performed OWNER's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1. Complete the Contract in accordance its terms and conditions,
 - 2. Obtain a bid or bids for submission to the OWNER fro completing the Contract in accordance with its terms and conditions, and upon determination by the OWNER and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner, and make available as work progresses (even through there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completions less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in paragraph, shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto, less the amount property paid by the OWNER to the CONTRACTOR.

- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.
- D. No right of action shall accrue on the bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

In the Presence of:

WITNESS

WITNESS

Bond No.

(FILL IN CONTRACTOR'S NAME)

Principal

Title

Surety

Title

Address of Surety

City, State

Zip Code

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

As Principal, hereinafter called CONTRACTOR, and _____
As Surety, hereinafter called Surety, are held and firmly bound unto

WASHTENAW COUNTY PARKS & RECREATION

As Oblige, hereinafter called the OWNER for the use and benefit of claimants herein below defined, in the amount of

_____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern)

For the Payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has, by a written Agreement dated _____
Entered into a Contract with the OWNER for

DRAPER-HOUSTON MEADOWS PRESERVE BRIDGE RECONSTRUCTION

in accordance with Plans and Specifications prepared by THE MANNIK & SMITH GROUP, INC. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following condition:

- A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant.

1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail. Postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which CONTRACTOR creased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law county or other political subdivision of the State in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payment made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

In the Presence of:

WITNESS

WITNESS

(FILL IN CONTRACTOR'S NAME)

Principal

Title

Surety

Title

Address of Surety

City, State

Zip Code

BIDDER’S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder’s Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening.

The Qualifications and Experience Statement (below) must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE

The Undersigned certifies that the information provided herein is true and sufficiently complete to not be misleading.

Submitted By: _____

Name: _____

Address: _____

Telephone No. _____ Fax No. _____

Email _____

Principal Office: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Type of work and Number of Projects:

General: _____ Roadway: _____

Foundations: _____ Bridge: _____

Other: _____ (Please Specify)

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR?

RFP #6553 Draper-Houston Meadows Preserve

How many years has your organization been in business under its present business name?

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Name(s) of General Partner(s): _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of owner: _____

If the form of your organization is other than those listed above describe it and name the principals:

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

RFP #6553 Draper-Houston Meadows Preserve

EXPERIENCE

In the space below, (or on a separate sheet) list the major bridge, roadway and foundation projects your organization has completed in the past five (5) years, giving the name of the project, owner, architect/engineer, contract amount, and date of completion.

PROJECT	OWNER	ARCH/ENG	CONTRACT AMOUNT	DATE OF COMPLETION

CLAIMS AND SUITS (if the answer to any of the questions below is yes, attach details)

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

REFERENCES

Trade References: _____

Bank References: _____

Dated at: _____ this _____ day of _____, 20__

Name of Organization: _____

By: _____

Title: _____

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

MEMORANDUM OF UNDERSTANDING (CUB Agreement)

1. WORK DISPUTES

In return for the promises made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

2. COFFEE BREAKS

There shall be no organized coffee breaks.

3. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

4. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner of Construction Manager)

(Representative of Washtenaw County Skilled

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

APPENDIX C
Plan Drawings

**APPENDIX D
SPECIAL PROVISIONS AND SPECIFICATIONS**

DRAPER-HOUSTON MEADOWS PRESERVE BRIDGE CONSTRUCTION

TABLE OF CONTENTS

ERRATA TO THE 2003 STANDARD SPECIFICATIONS	2-12
SUBSTRUCTURE CONCRETE SEALERS HORIZONTAL SURFACE.....	13
NOTICE TO BIDDERS - UTILITY COORDINATION.....	14
SLOPE RESTORATION.....	15-16
OBTAINING REQUIRED NPDES PERMITS FOR STORAGE AREAS, DISPOSAL AREAS AND BORROW AREAS	17-19
SOIL EROSION AND SEDIMENTATION CONTROL.....	20-21
PROGRESS CLAUSE.....	22-23
PREFABRICATED TRUSS.....	24
TURBIDITY CURTAIN.....	25-28

MICHIGAN
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FOR
ERRATA TO THE 2003 STANDARD SPECIFICATIONS

03SS001(2h)

1 of 11

02-07-07

Page	Subsection	Errata
iii		Add <i>Soil Erosion and Sedimentation Control Manual</i> to the list of MDOT publications included by reference.
vii		Change the title of Section 605 to read "Concrete Quality Assurance"
27	103.03.A.1	Reference should read 109.07.B and C.
27	103.03.C	Reference should read 109.07.E.
38	104.08.A.3	Change "right of way" to "right-of-way" in this subsection.
38	104.08.A.5	Change "right of way" to "right-of-way" in five instances in this subsection.
42	104.08.B.11	Change "the Engineerwill" to "the Engineer will" in the first sentence of this subsection.
43	104.08.B.15	The first sentence of this subsection should read "Final measurement for payment for all earthwork, undercuts, muck excavation, swamp backfill, sand subbase, and topsoil stripping will be the responsibility of the Contractor and must include detailed measurements, sketches and computations."
50	104.09.A.1	Delete the second instance of the word "or" in this subsection.
63	106.03.D	Formula 106-2 should read $S = \sqrt{\frac{\sum (x_i - \bar{x})^2}{n - 1}}$
67	107.02	Change "National Pollution Discharge Elimination System" to "National Pollutant Discharge Elimination System" in the second sentence of the third paragraph of this subsection.
71	107.10.D	Delete the first sentence of this subsection and replace with the following: "All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Department, in writing, items 1 and 2 below. All insurance policies and binders issued in the name of the contractor must also include the additional endorsement, to be provided in writing, in item 3 below."

Page	Subsection	Errata
71	107.10.D.1	Change "initialed" to "initiated."
76	107.15.A.2	Delete the last paragraph of this subsection.
105	109.07	The first sentence of this subsection should read "...prices for extra work, the extra work..."
122	203.03.C.2	Reference in the first sentence of this subsection should read 402.03.E.
122	203.04	Delete the following Contract Items (Pay Items) Culv, Rem, More than 24 inch..... Each Culv, End, Rem, More than 24 inch Each Sewer, Rem, More than 24 inch..... Foot Add the following Contract Items (Pay Items) Culv, Rem, Over 48 inch Each Culv, End, Rem, Over 48 inch..... Each Sewer, Rem, Over 48 inch Foot
142	205.03.P	Change "solely" to "solely" in the last sentence of this subsection.
158	208.03.D.13	Change "22A" to "21AA" in the first sentence of this subsection.
162	209.01	Change "Removel" to "Remove" in the first sentence of this subsection.
171	304.03.B.5	This subsection should read as follows. 5. Loose joint materials and loose patching materials may be removed prior to rubblizing; do not fill the resulting voids prior to rubblizing.
174	305.03.A	Delete the second instance of "reduction" in the first sentence of the first paragraph in this subsection.
180 *	307.04	Change the last pay item in this list to read as follows: Approach, CI ____, __ inch.
192	401.04	Change the fourth pay item from the end of this list to read as follows: Steel Casing Pipe, __ inch, Tr Det ____.
197	402.03.C.1	Replace "CPE" with "CPE and CPV" in three instances in this subsection.
202 *	402.04	Change the first pay item in this list to read as follows: Sewer, CI ____, __ inch, Tr Det ____.
206	403.03.A.6	Delete the fourth sentence of this subsection beginning with

Page	Subsection	Errata
206	403.03.A.8	“Wrap the connection...” Change the last sentence of this subsection to read as follows: “Place and compact the HMA according to Section 502.”
210	Table 403-1	Change “350” to “315” for the Weight, lbs for Cover B in this table.
210	Table 403-1	Change “350” to “318” for the Weight, lbs for Cover Q in this table.
240	502.03.I	Change “point” to “print” in the first sentence of this subsection.
240	502.03.I	Delete the word “a” in the last sentence of this subsection.
242	502.04.C	Change the first sentence of this subsection to read as follows: “...material, and cleaning the cold milled pavement.”
242	502.04.C	Change “placment” to “placement” in the second sentence of this subsection.
266	507.03.G.3	The time period for placing mixture in the Upper Peninsula should read: • June 1 - September 15
287	601.03.F	The first sentence of this subsection should read “Concrete must be between 45 °F and 90 °F, inclusive, at the time it is placed.”
288	601.03.G	This subsection should read as follows: “G. Concrete Mixture Requirements. The Contractor is responsible for quality control for concrete on all projects according to Section 604.”
289	601.03.G	Re-index subheadings in this subsection, beginning with the second instance of 601.03.G.3, as follows: 4. Air Content. 5. Water-Reducing Admixtures. 6. Slump. 7. Strength of Concrete.
290*	601.03.G.7.b	Delete the paragraph with the heading Non Concrete QA Projects , in its entirety, and replace with the following: b. Non Concrete QA Projects. The Engineer will perform strength testing for acceptance and payment, according to Department procedures, for all projects not covered by the Department’s concrete quality assurance program.
314	602.04.C.1	Change “faction” to “fraction” in the second sentence of this subsection.

Page	Subsection	Errata
324*	603.03.B	Change "6 feet" to "4 feet" in the first sentence of the second paragraph of this subsection.
327	603.03.B.3	The last sentence in this subsection should read as follows: 4. Placing Reinforcement. Position and support reinforcement according to the standard plans.
328	603.03.B.8	The third sentence, in the third paragraph of this subsection should read "...correct all high or low spots exceeding 1/8 inch."
330	603.03.B.13	Change "3/4" to "5/8" in the third paragraph of this subsection.
333	603.03.D.3	Reference in the first sentence of this subsection should read 602.03.R.
333	603.03.D.4	The last sentence of this subsection should read "...flush to 1/8 inch (after cooling) below the surface..."
333	603.03.E.3	The last sentence of the first paragraph of this subsection should read "...flush to 1/8 inch below the surface..."
338	604.01	Delete the first sentence of the first paragraph of this subsection and replace with the following: 604.01 Description. Provide quality control for all concrete production and placement on the project adequate to produce work of acceptable quality.
339	604.03.C	Change "assurance" to "control" in the first sentence of the first paragraph of this subsection.
348	605.03.C.1	Change " <i>Materials Quality Assurance Manual</i> " to " <i>Materials Quality Assurance Procedures Manual</i> " in the first sentence of this subsection.
350	Table 605-2	Change "10" to "90" for the Rejection Limit (percent) for all grades of concrete shown in this table.
350	605.03.D.1.a	The first sentence of this subsection should read "...retest strength from Table 605-2 for the class..."
352	605.03.E.3.c	Delete the second instance of the word "a" in the first sentence of this subsection.
353	605.04	Change the lettering for the subheadings from "A., D. & E." to "A., B. & C."
360	701.03.D	The first sentence of this subsection should read "Concrete must be between 45 °F and 90 °F, inclusive, at the time it is placed."

Page	Subsection	Errata
363	701.03.G.2	<p>Delete the first four paragraphs of this subsection and replace with the following:</p> <p>2. Non Quality Assurance. The Engineer will perform strength testing for acceptance and payment, according to Department procedures, for all concrete not covered by the Department's concrete quality assurance program.</p> <p>Test specimens will be made according to AASHTO T 23 and cured according to section 9.2 or 9.3 of T 23.</p>
382	705.03.F	Formula 705-1b should read $C = \frac{W_r + k^2 W_p}{W_r + W_p}$
407	706.03.M.3	Change "Grove" to "Groove" in the first sentence of the first paragraph of this subsection.
416	706.04.B	Move the entire paragraph beginning with "Concrete placed by the pumping method..." from subsection 706.04.C to the end of subsection 706.04.B.
416	706.04.C	Change the first sentence of this subsection to read as follows. "C. False Decking will be measured for the total area protected, including the width of the beams."
423	Table 707-1	Change the Minimum Size of Fillet Weld from "3/4" inch to "1/4" inch when Base Metal Thickness of Thicker Part Joined is less than or equal to 3/4 inch.
427	707.03.C.8	Change the first sentence of this subsection to read as follows: "...must be qualified according to AWS D1.5, <i>Bridge Welding Code</i> , ..."
435	707.03.D.3	Change the first sentence of this subsection to read as follows. "3. Falsework. Build and remove falsework according to subsections 706.03.C and 706.03.O."
449	708.03.A.13.e	Change reference to AASHTO M 111.
475	712.03.A.3	Change " Equipment for Constructing Latex Modified Concrete Surfaces. " to " Equipment for Constructing Concrete Overlay Surfaces. " in the heading of this subsection.
483	712.03.L.3	Change the fourth sentence of this subsection to read as follows: "...two test splices on the largest bar sizes that are to be spliced."
488*	712.03.Q	The first sentence of the last paragraph of this subsection should read "Maintain wet cure for no less than seven days

Page	Subsection	Errata
		following concrete placement.”
489*	712.03.T	The last sentence of the fifth paragraph of this subsection should read “Allow heavy equipment on the deck overlay only after the overlay concrete has reached an age of at least seven days.”
491	712.03.W.1	The last sentence of this subsection should read “Clean and coat as required according to Section 715.”
497	713.02	Change “Grade 400” to “Grade 60” for the Steel Reinforcement.
500	713.03.C.2	Reference in the first paragraph of this subsection should read 204.03.A.5
535	804.02	Change Type H-2 to Type H-1 for Mortar and Grout material.
548	807.04	Change the Pay Unit for Guardrail, Type ___ to “Foot”.
558	809.04.A	Delete the first sentence of the first paragraph in this subsection and replace with the following: A. Field Office, CI ___ includes set up, providing access, grading, maintaining, plowing snow, utility hook up charges and monthly water and sanitary service fees.
562	810.03.J	Change “sigh” to “sign” in the last sentence of this subsection.
571	810.03.P	Delete the phrase “and the traffic signal contract typical construction plans” from the end of the first sentence of this subsection.
577	810.04.D	This subsection should read “...all work, including construction of the foundations, necessary for the installation of...”.
583	811.03.D.2	The last sentence of this subsection should read “Place regular dry paint between October 1 and May 1, inclusive.”
588	811.04	Change the third pay item in this list to read as follows “Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, ___ inch, (color)”.
588	811.04	Change the nineteenth pay item in this list to read as follows “Rem Curing Compound, for Longit Mrkg”.
602	812.03.G	Delete the word “of” in the second sentence of the second paragraph of this subsection.

Page	Subsection	Errata
610*	812.03.K.6	Change “W8-11 (UNEVEN LANES)” to “W8-9b (UNEVEN LANES)” in two places.
616	812.04	Change the eighth pay item from the end of this list to read as follows “Pavt Mrkg, Longit, 6 inch or Less Width, Rem”.
621	812.04.M.3	The second sentence of the first paragraph of this subsection should read “...applies for both existing longitudinal permanent markings and temporary Type NR markings...”.
623	812.04.T.3	Delete this subsection and replace with the following: 3. Items measured as lump sum if they are used or required on the worksite during the authorized extension of time, except that Minor Traffic Control Devices will not be adjusted when conspicuity tape is the only minor traffic control device in service or required during the authorized extension of time.
639	816.01	Change “National Pollution Discharge Elimination System” to “National Pollutant Discharge Elimination System” in the last sentence of this subsection.
640	816.03.A	Delete the last sentence of this subsection beginning with “Supply compost from...”
643	Table 816-2	Under Mixture for Upland Areas, in the row for ES (Environmental Seeding), in the Seeding Rate column, change “110 lb/acre” to “Table 917-1”.
646	816.03.H	Reference in the second paragraph of this subsection should read 917.15.D.2.
661	819.03E.3	The second sentence of the third paragraph of this subsection should read “...so that they are not displaced during concrete placement.”
665	819.03.H	Add the following sentence at the beginning of this subsection: “Construct tower lighting unit foundations according to subsections 810.03.J and K.”
667	819.04	Change the fifth pay item in this list to read as follows “Conduit, Fiberglass, ___ inch, Structure”.
679	820.03.H	Delete the word “lineal” in the first sentence of the sixth paragraph of this subsection.
680	820.04	Change the first pay item of this list to read as follows “TS, <u>(number)</u> Way <u>(type)</u> Mtd”.

Page	Subsection	Errata
694	902.03.B	Change "...retained on the-inch sieve..." to "retained on the 3/8-inch sieve..." in the second paragraph of this subsection.
696	Table 902-1	Delete section reference "503" in three places in the Item of Work by Section Number column. Delete the reference to "502 Temporary Patching with HMA Mixture" in footnote (a).
705	903.06.A	Change the first sentence of the first paragraph of this subsection to read "...ASTM C 309, Type 2 compounds, except that the requirements for reflectance and drying time do not apply."
719	905.03	Change "A 616" to "A 616-96a" and change "A 617" to "A 617-96a" in the first paragraph of this subsection.
719	905.03	Change "A 617" to "A 617-96a" in the second paragraph of this subsection.
719	905.03	Delete the third paragraph of this subsection and replace with the following: Bar reinforcement for prestressed concrete beams must meet ASTM A 616-96a for Grade 60 steel bars, except that bar reinforcement meeting ASTM A 615 or A 617-96a for Grade 40 steel bars will be permitted for stirrups in prestressed concrete beams.
720	905.03.C	Change the first sentence of this subsection to read "... must be coated according to AASHTO M 284, with the following exceptions and additions:"
720	905.03.C.3	Change this subsection to read "...and tested according to AASHTO M 284."
720	905.03.C.4	Reference in the last sentence of this subsection should read subsection 706.03.E.8.
720	905.05	Change "A 616" to "A 616-96a" and change "A 617" to "A 617-96a" in the first paragraph of this subsection.
723	906.04.B	Change "40 °F" to "30 °F" in the last sentence of this subsection.
729	907.03.D.2.b	Change "1æ" to "1½" in the second sentence of the first paragraph of this subsection.
734	908.04	Change the second sentence of the first paragraph of this subsection to read "...requirements for carbon steel castings

Page	Subsection	Errata
		of ASTM A 148 Grade 60/90, as specified on the plans.”
761	910.03.B	Change the last sentence of this subsection to read, “Furnish a non-woven geotextile meeting the strength requirements in Table 910-1 for Geotextile Liner Heavy when heavy riprap is specified.”
774	Table 912-2	Replace Table 912-2 with new Table 912-2 shown below.
789*	914.04.A	Change the first sentence of this subsection to read “Conform to ASTM D 6690, Type II with the following exceptions:”
795	914.08	Reference in the second paragraph of this subsection should read subsection 914.09.C.
795	914.08	Change “A 616” to “A 616-96a” and change “A 617” to “A 617-96a” in the first sentence of the third paragraph of this subsection.
795	914.09.A	Change “A 616” to “A 616-96a” and change “A 617” to “A 617-96a” in the first sentence of this subsection.
797	912.12	Change “A 570” to “A 1011” in the first sentence of the second paragraph in this subsection.
800	916.01.B	Change “ Coarse Gravel 3x1. ” to “ Coarse Aggregate 3x1. ” in the heading of this subsection.
801	916.01.D.1	The last sentence of this subsection should read “...3 to 12 inches for ditch grades 2 percent or greater.”
801	916.02	Delete the sixth sentence of this subsection beginning with “Silt fence fabric...”
805	917.08	Delete the first sentence of this subsection beginning with “Furnish compost from...”
839*	919.02.C	Delete the second and third paragraphs of this subsection and replace with the following. Bolts, nuts, washers, U-bolts and straps must be stainless steel. The stainless steel alloy for bolts, washers, U-bolts, and straps must conform to ASTM A 320, Class 1, Grade B8. Nuts must be self-locking nylon insert type conforming to ASTM A 320 and A 194 for Grade 8F. If U-bolts are formed from straight bar stock, forming must be by cold working.
846*	919.10.A	Delete the last two paragraphs of this subsection and replace with the following. Bolts, nuts, washers, U-bolts and straps must be stainless steel. The stainless steel alloy for bolts, washers, U-bolts,

Page	Subsection	Errata
		and straps must conform to ASTM A 320, Class 1, Grade B8. Nuts must be self-locking nylon insert type conforming to ASTM A 320 and A 194 for Grade 8F. If U-bolts are formed from straight bar stock, forming must be by cold working.
847	919.11.A.1	This subsection should read as follows:
847	919.11.A.2	1. Wood Posts. Concrete for wood post foundations, when required, must be Grade P2 as specified in section 601. This subsection should read as follows:
		2. Breakaway Columns. Concrete for breakaway column foundations must be Grade P2 as specified in section 601.
868	922.02.D	Change “3200 square feet” to “32 square feet” in the last sentence of this subsection.
869	922.03.C	Delete this subsection and replace with the following. C. Drums with Lights. Drums with warning lights attached must meet NCHRP 350 crashworthy criteria. Provide certification, according to subsection 922.01, when requested.
869	922.03.D	Change “crash worthy” to “crashworthy” in the last sentence of this subsection.
871	922.03.E.2	Change “1/2 inch” to “1/2 –inch” in the second sentence of the third paragraph of this subsection.
883	Pay Item Index	Change the page number reference for Calcium Chloride to 322.
883	Pay Item Index	Delete the reference for Conc, Grade ___ and add the following references. Conc, Grade ___ (for pavements)..... 313 602 Conc, Grade ___ (for structures) 414 706
886	Pay Item Index	Change “Fertilizer, Chemical Nutrient, Class ___” to “Fertilizer, Chemical Nutrient, Cl ___”.
899	General Index	Change the page number reference for Concrete: Barrier, Bridge to 469.
906	General Index	Change “Carrier Bills, Required for Partial Payments” to “Freight Carrier Bills, Required for Partial Payments”.
920	General Index	Delete the material page reference, in boldface type, for Sleeves Placed in Structures.

Page

Subsection

Errata

922

General Index

Change "Structure: Rehabilitation: Remove Portions" to "Structure: Rehabilitation, Remove Portions".

Table 912-2 Species and Grading Requirements for Posts

Species	Round Posts Grade	Sawn Posts Agency (a)
Hardwoods		
Red Oak (Northern Red, Black, Pin Laurel, Cherry-Bark, Scarlet, Water and Willow Oaks) (b) Hard Maple (Black and Sugar) and Red Maple White Ash White-Heartwood Beech Yellow Birch	ASTM D 245	MDOT
Softwoods		
Northern White Cedar, Red Pine and Eastern White Pine (Northern White Pine)	No. 1 or better	NHPMA
Douglas-Fir	No. 2 or better	WCLIB, WWPA
Southern Pine Species	No. 2 or better	SPIB
a. NHPMA (Northern Hardwood and Pine Manufacturers Assoc.); WWPA (Western Wood Products Assoc.); WCLIB (West Coast Lumber Inspection Bureau) and SPIB (Southern Pine Inspection Bureau). b. Southern Red Oak is not permitted.		

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SUBSTRUCTURE CONCRETE SEALERS
HORIZONTAL SURFACE

C&T:DEB

1 of 1

C&T:APPR:JFS:JAR:03-15-04
REVISED:11-14-06

a. Description. This specification covers requirements for and application of penetrating epoxy resin based concrete sealers to be used for coating the top horizontal surface of concrete pier caps, abutment bridge seats, and other locations as specified on the plans. The Standard Specifications for Construction shall apply except as modified herein.

b. Materials. The qualified for use two-component epoxy penetrating concrete sealers are:

<u>Company / Product</u>	<u>Phone No.</u>
Polycarb / Mark 124	800-225-5649
Master Builders / Masterseal GP	800-924-6400
E-Bond / E-Bond 120	954-566-6555
Conspec / Spec-seal	800-348-7351
Tamms / Dural 333 (Federal color gray #16376)	734-667-3338
Unitex / Pro-Poxy 200T (Federal color gray #16376)	800-821-5846

c. Construction. Surface preparation and application shall be according to the manufacturer's recommendations, except as modified by this specification.

1. **Surface Preparation.** All concrete to be sealed must be at least 28 days old. All surfaces to receive the concrete sealer shall be dry and free from contamination such as oil, grease, latence, and curing compounds. Light abrasive blasting followed by oil-free compressed air cleaning is required. Water blasting or wire brushing is not permitted.
2. **Application.** Application shall be according to manufacturer's recommendations. Two coats of sealer, at the manufacturer's recommended application rate, are required.

d. Measurement and Payment. The completed work as described will be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Substructure Horizontal Surface Sealer (Structure Number)	Lump Sum

Payment for **Substructure Horizontal Surface Sealer (Structure Number)** includes all labor, equipment, and materials to prepare the substrate concrete surface and apply two coats of sealer according to this specification. No compensation will be made to the Contractor for surplus materials.

NOTICE TO BIDDERS

UTILITY COORDINATION

MSG/MTM

1 OF 1

3/25/10

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2003 MDOT Standard Specifications for construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2003 MDOT Standard Specifications for construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2003 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 53, the contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

Public Utilities

The following Public Utilities have facilities located within the Right-of-Way:

The contractor shall research and notify all potential utility owners in the area.

The owners of existing service facilities that are within grading or structure limits will move them to a location designated by the Engineer or will remove them entirely from the site. Owners of Public Utilities will not be required by the County/City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

SPECIAL PROVISION
FOR
SLOPE RESTORATION

MSG:MTM

1 of 2

4-26-10

a. Description. This work consists of preparing all areas designated for slope restoration on the plans or by the Engineer, and applying topsoil, fertilizer, seed, and mulch with mulch anchor, mulch blanket or high velocity mulch blanket to those areas. Turf establishment shall be in accordance with Section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

b. Materials. The materials and application rates specified in Sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

1. Seeding mixture as called for on the plans.
2. Fertilizer, Chemical Nutrient, Class A shall be used on this project.
3. Topsoil Surface, Furnished or Salvaged, 4 inch shall be used on this project.
4. Mulch and Mulch Anchoring, Mulch Blanket and High Velocity Mulch Blanket shall be used on this project.
5. Riprap (as needed)

c. Construction. Construction methods shall be in accordance to subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Prior to placing topsoil, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil shall be weed and weed seed free and friable prior to placing seed. Apply seed mixture and fertilizer to prepared soil surface. Seed shall be incorporated into top ½ inch of topsoil.

Mulch shall be applied at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket shall be placed in accordance to subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor’s activity or failure to take proper precautions, replacement shall be at the Contractor’s expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If weeds are determined by the Engineer to cover more than ten percent of the total area of slope restoration, the Contractor shall provide weed control in accordance to subsection 816.03.J of the Standard Specifications for Construction. Weed control shall be at the Contractor’s expense with no additional charges to the project for materials, labor or equipment.

Areas near the shore that have river stone and or plain riprap shall be restored in kind. The Engineer will inspect the placement of the plain riprap upon completion.

d. Measurement and Payment. The completed work as described will be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Slope Restoration.....	Square Yard

Payment for **Slope Restoration** shall be measured by area in square yard in place. All materials, labor and equipment required to install **Slope Restoration**, which includes Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; Mulch and Mulch Anchoring, as well as filter fabric and plain riprap will not be paid for separately but shall be included in the contract unit price bid for **Slope Restoration**. All areas disturbed by construction activities or currently show a deficiency (i.e. near approach pavement quadrants) shall be restored, in-kind with the existing, and sloped to drain which is included with **Slope Restoration** for payment.

SPECIAL PROVISION
FOR
**OBTAINING REQUIRED NPDES PERMITS FOR
STORAGE AREAS, DISPOSAL AREAS AND BORROW AREAS**

MSG:CMZ

1 of 3

07/20/10

a. Description. The Contractor shall be responsible to ensure compliance with National Pollutant Discharge Elimination System (NPDES) Permit for storage areas, disposal areas and borrow areas as well as other earth disturbance activities is obtained in accordance with the Clean Water Act of 1972 (CWA) prior to commencing any activities regulated by the CWA.

In accordance with the CWA, construction activities disturbing 5 acres or more, with a point source discharge to the waters of the state are required to have a Notice of Coverage (NOC) submitted to the Michigan Department of Natural Resources and Environment (MDNRE) to obtain NPDES coverage under R 323.2190 (Permit by Rule). Prior to submitting the NOC, a Soil Erosion and Sedimentation Control (SESC) Permit must be obtained from the county or municipal enforcing agency in accordance with Part 91, Soil Erosion and Sedimentation Control, of PA 451 of 1994, the Natural Resources and Environmental Protection Act (NREPA). Once the SESC Permit has been obtained, the landowner or recorded easement holder must submit a completed NOC form to the MDEQ along with the required attachments (location map, a copy of the SESC Permit and \$400.00 fee) to the address on the NOC form. Copies of the NOC form are available from the Water Bureau of the MDEQ.

Under Permit by Rule, the construction permittee is defined as "A person who is deemed to have a national permit pursuant to the provisions of R 323.2190 and who **owns or holds a recorded easement on the property where a construction activity is located**, is constructing in Public Right of Way in accordance with sections 13, 14, 15, and 16 of Act 368 of the Public Acts of 1925, as amended, being §§247.183, 247.184, 247.185, and 247.186 of the Michigan Compiled laws, or is the Authorized Public Agency if a construction activity is carried out by the Authorized Public Agency." If the Contractor does not own or hold a recorded easement on the property, the property owner must apply for coverage. If the owner of the property is applying on behalf of the Contractor, a copy of the property owner consent agreement shall be included with the NOC form and can be substituted for the easement document. The consent agreement must contain verbiage describing the party responsible for restoration of the areas upon vacating by the Contractor.

The Contractor shall submit a site plan, a copy of the recorded easement document or deed if owned and the NPDES permit to the Engineer for review a minimum of seven days prior to mobilization of storage areas, the expected date of excavation of a borrow area or expected date of disposal. This review by the Engineer does not relieve the Contractor of any responsibilities required by law. The Contractor shall not commence activities which require NPDES permits until they have received written approval from the Engineer.

b. Materials. The materials and application rates specified in Sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

1. Seeding mixture as called for on the plans.
2. Fertilizer, Chemical Nutrient, Class A shall be used on this project.
3. Topsoil Surface, Furnished or Salvaged, 4 inch shall be used on this project.
4. Mulch and Mulch Anchoring, Mulch Blanket and High Velocity Mulch Blanket shall be used on this project.
5. Plain Riprap (as needed)

c. Construction. Construction methods shall be in accordance to subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Prior to placing topsoil, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil shall be weed and weed seed free and friable prior to placing seed. Apply seed mixture and fertilizer to prepared soil surface. Seed shall be incorporated into top ½ inch of topsoil.

Mulch shall be applied at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket shall be placed in accordance to subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If weeds are determined by the Engineer to cover more than ten percent of the total area of slope restoration, the Contractor shall provide weed control in accordance to subsection 816.03.J of the Standard Specifications for Construction. Weed control shall be at the Contractor's expense with no additional charges to the project for materials, labor or equipment.

Areas near the shore that have river stone and or plain riprap shall be restored in kind. The Engineer will inspect the placement of the plain riprap upon completion.

d. Measurement and Payment. The completed work as described will be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Slope Restoration.....	Square Yard

Payment for **Slope Restoration** shall be measured by area in square yard in place. All materials, labor and equipment required to install **Slope Restoration**, which includes Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; Mulch and Mulch Anchoring, as well as filter fabric and plain riprap will not be paid for separately but shall be included in the contract unit price bid for **Slope Restoration**. All areas disturbed by construction activities or currently show a deficiency (i.e. near approach pavement quadrants) shall be restored, in-kind with the existing, and sloped to drain which is included with **Slope Restoration** for payment.

SPECIAL PROVISION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL

MSG/CMZ

1 of 2

7/19/10

a. Description. Provide soil erosion and sediment control measures in accordance with section 208 (Soil Erosion and Sedimentation Control) of the MDOT 2003 Standard Specifications for Construction, and the State of Michigan "Soil Erosion and Sediment Control Act", Part 91 of Public Acts 451 of 1994, as amended.

b. Materials. All materials shall conform to the Michigan Department of Transportation 2003 standard specifications.

c. Construction. All work within the project limits for the **Draper-Houston Meadows Preserve Bridge Construction** project must conform to requirements of the Washtenaw County Parks and Recreation (WCPARC), the Michigan Department of Natural Resources and Environment (MDNRE) and the U.S. Army Corp of Engineers (ACOE).

The contractor may submit an alternative sequence of operations for review and approval by the Owner, or may follow the intent of the sequence of construction operations as set forth on the plans, or as described herein to control erosion and sedimentation and avoid exposure of bare soil over an extended period of time:

1. Install silt fence adjacent to all 4 quadrants of the bridge and along the proposed gravel roadway.
2. Construct the gravel roadway with geotextile separator.
3. Remove portions of the existing structure as shown in the project plans. Preventative measures shall be installed prior to performing this work to ensure that no debris enters the waterway. Any debris that does fall into the waterway shall be removed immediately.
4. Perform construction as shown in the project plans. Seed, mulch, and fertilize all disturbed soil areas which will not be otherwise covered within 5 (five) days of completion of work in each area of work.
5. The Contractor may submit a proposed sequence of construction operations to the Owner, for approval, provided it follows the intent of the schedule with respect to erosion and sedimentation control. The Contractor must secure approval of his proposed schedule and Permit(s) prior to commencing construction operations.

SPECIAL PROVISION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL

MSG/MTM

2 of 2

4/26/10

d. Measurement and Payment. Payment for Soil Erosion and sediment Control shall be included in other pay items.

The Contractor shall maintain temporary control measures until permanent seeding and other permanent measures are in place and accepted. Upon final acceptance of the project, the Contractor shall remove the temporary controls and immediately repair any damage resulting from his work. Soil erosion and sedimentation control items of work are not considered as complete until all temporary measures have been removed.

SPECIAL PROVISION
FOR
PROGRESS CLAUSE

MSG/CMZ

1 of 1

07/19/10

a. Progress Schedule. Start work within ten (10) days after receiving notice of award of contract, or, on or before the date designated as the Starting Date in the Detailed Progress Schedule. In no case shall any work be commenced prior to receipt of formal notice of award by the Washtenaw County Parks and Recreation Commission (WCPARC).

Substantial Completion

(Roadway, Piling and Abutments):
Provide and Install Prefabricated Bridge:
Project Completion: *

December 10, 2010
February 14, 2011
February 28, 2011

*-To be determined based on site conditions as directed by the County or Project Engineer.

The approved low bidder(s) for the work covered by this proposal will be required to participate in a preconstruction meeting with the Engineer to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the contract is awarded.

Subcontractor(s) for Major Items, as shown in the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule.

The Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule.

The Contractor shall meet all requirements as specified in the approved MDNRE Permit and all other applicable permits yet to be attained.

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

Failure on the part of the contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

SPECIAL PROVISION
FOR
Prefabricated Bridge

MSG:CMZ

1 of 1

08/09/10

a. Description. This work consists of all necessary work needed to fabricate, furnish and install the Prefabricated Truss as shown in the contract drawings. The methods of installations shall be in accordance with MDOT 2003 Standard Specifications for Construction and Contech Continental Pedestrian Truss Specifications, except as modified herein or otherwise directed by the Engineer.

Do not assemble the truss segments on the jobsite; the Continental structure is to be manufactured in the fabricator's shop and only segments that are required, per the manufacturer, shall be assembled in the field per the manufacturer's recommendations.

b. Materials. The materials specified in the Contech Continental Pedestrian Truss Specification and the MDOT 2003 Standard Specifications for Construction shall be used. The more restrictive of the two specifications shall govern.

For this project, the truss finish shall be a weathering steel finish.

c. Construction. Construction methods shall be in accordance to the MDOT 2003 Standard Specifications for Construction, and the manufactures recommendations.

d. Measurement and Payment. The completed work as described will be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Prefabricated Bridge	LS

Payment for **Prefabricated Bridge** shall be measured by LUMP SUM. Payment for this item includes all materials, labor and equipment necessary to furnish, fabricate and install the Contech Continental truss as outlined in the contract documents and shown in the contract drawings. Off loading the truss, and/or truss sections at the project site is the responsibility of the contractor and payment for this work is not included with this pay item.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
TURBIDITY CURTAIN

C&T:LDT

1 of 4

C&T:APPR:DMG:TWK:06-12-06

a. Description. This work shall consist of furnishing and placing a geosynthetic barrier totally enclosing construction activities within watercourses to confine sedimentation within the construction area. Provide a floating or staked turbidity curtain, not silt fence, for water depths as shown on the details attached. The turbidity curtain shall be a pre-assembled system, including the geotextile/geomembrane, connection and securing mechanisms, flotation devices, stakes, and ballast chain. The Contractor shall provide a system which meets this specification, appropriate for the site conditions such as depth (shown on plans), current, and wind or waves. Construct a turbidity curtain according to the Standard Specifications for Construction, this special provision, and the details as shown on the plans.

b. Materials.

Geosynthetic. The geosynthetic shall meet the minimum physical requirements for *Stabilization Geotextile*, except the permittivity (ASTM D 4491) requirement shall be 0.2 sec¹ maximum and the trapezoidal tear strength requirement shall be 50 pounds minimum. Geosynthetics may be polymer impregnated to negate permittivity and opening size requirements. Hemmed pockets shall be sewn or heat bonded to accommodate flotation devices and bottom weights. Panel ends shall have metal grommets placed through a reinforced hem. Connections between panels shall be tightly tied with synthetic or wire rope to prevent flow through the joint.

Flotation. Flotation devices shall be closed-cell polystyrene. The buoyancy (volume) required will depend upon site conditions; however, sufficient freeboard shall be provided to prevent overtopping.

Stakes. Stakes, when used to assist in maintaining alignment of the curtain, shall be hardwood or steel with sufficient length and cross-section to support the curtain. External supports may be used; however, embedment depth shall not be less than 1.5 feet. Stake spacing shall not exceed 6.5 feet.

Hardware. All hardware such as stakes, ballast chain, connection bolts, reinforcement plates, and tension cables shall be galvanized, stainless steel, aluminum, or otherwise corrosion resistant. The ballast chain shall have sufficient mass to maintain the geosynthetic in a vertical position, but shall not be less than 0.7 pounds/foot.

c. Construction. The turbidity curtain shall be placed according to locations shown on the plans, details, and according to the manufacturer's published installation guidelines or as directed by the Engineer. In streams, the turbidity curtain shall be placed parallel to flow. The turbidity curtain system shall be selected to handle site-specific drainage or flow patterns. The Contractor shall be responsible to provide and maintain sufficient anchors, tie-downs, or other mechanisms to insure proper position and performance of the turbidity curtain.

In situations with extreme flow, the turbidity curtain may require a redirectional barrier on the upstream end such as concrete barrier wall to enhance performance. Any visible plume of cloudy water outside the protected construction area shall constitute inadequate performance of the turbidity curtain.

The Contractor shall immediately modify, adjust or repair any portion of turbidity curtain to correct inadequate performance and eliminate any sediment plume.

Turbidity curtains shall maintain continuous contact with the bottom throughout the entire construction area. Excess curtain shall lay without wrinkles on the bottom, turned towards the construction activity. The turbidity curtain shall be situated at the appropriate distance from the construction activity to avoid interference resulting in sediment discharge to the unprotected area.

The Contractor shall maintain the turbidity curtain until the construction activity within the watercourse is complete and the turbidity is reduced to acceptable levels as approved by the Engineer. Maintaining shall include keeping a tight alignment around the work area or shoreline and sediment removal as necessary.

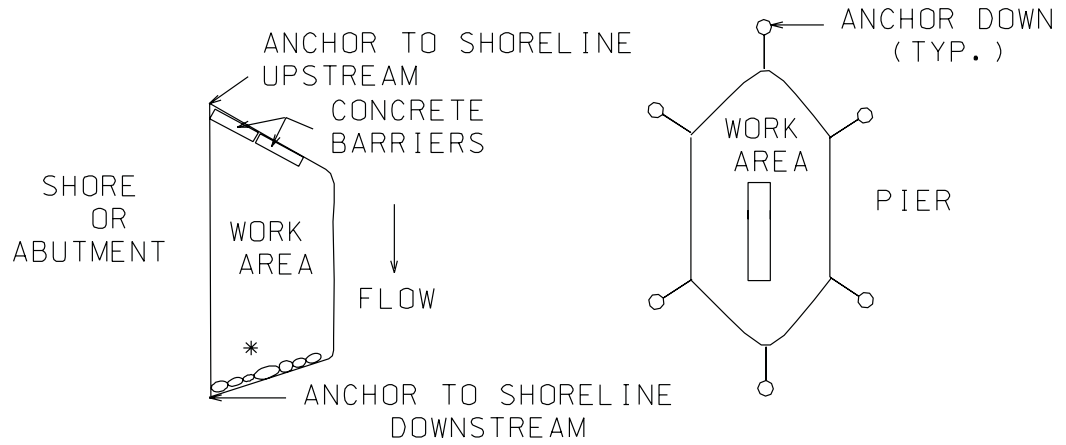
d. Measurement and Payment. The completed work as described shall be paid for at the contract unit price for the following contract items (pay items):

Contract Item (Pay Item)	Pay Unit
Turbidity Curtain (Shallow).....	Foot
Turbidity Curtain (Deep).....	Foot

The item **Turbidity Curtain (Shallow)** or **(Deep)** will be measured from the plan quantities and will be paid for by length in feet, measured linearly across the top of the curtain. Payment for **Turbidity Curtain (Shallow)** or **(Deep)** includes furnishing all material, labor, and equipment necessary to furnish, place and stake the Turbidity curtain (Shallow) or (Deep), maintain proper alignment, remove and dispose of sediment, remove the **Turbidity Curtain (Shallow)** or **(Deep)** and all appurtenances upon completion of the project.

Install **Turbidity Curtain (Shallow)** when water depths are 2 feet or less, and install **Turbidity Curtain (Deep)** when water depths are greater than 2 feet.

3 of 4

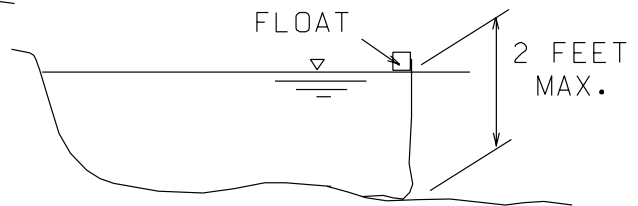
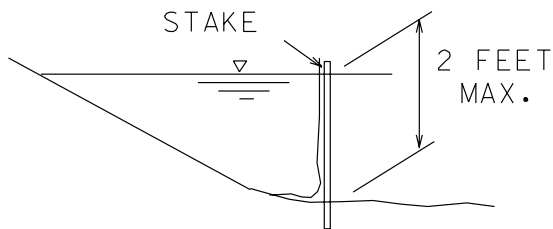


SHORELINE CONSTRUCTION

IN-STREAM CONSTRUCTION

* PLACE ADDITIONAL WEIGHTS (AS NEEDED) ON DOWNSTREAM SIDE OF INSIDE BOTTOM FACE OF CURTAIN.

ANCHOR CURTAIN TO MAINTAIN STATIONARY LOCATION.



TURBIDITY CURTAIN (SHALLOW) SECTIONS

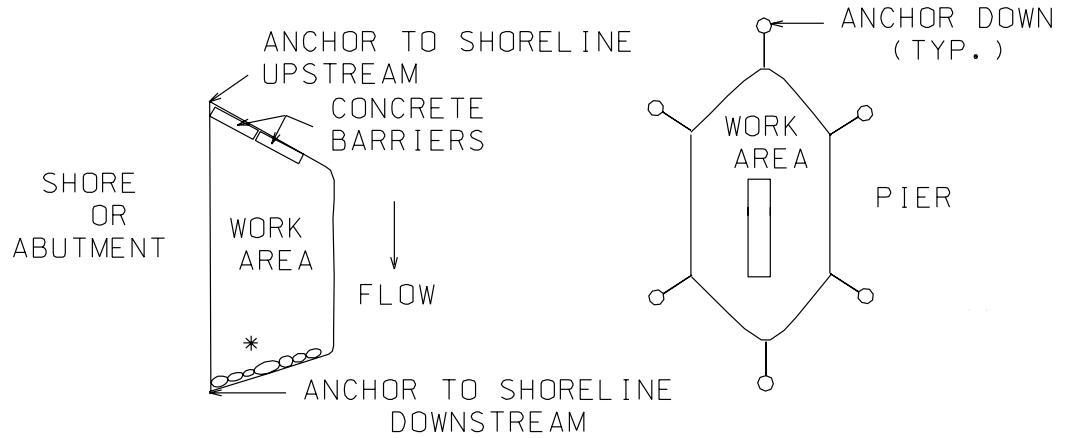
IN WATERCOURSE AREAS WHERE WATER IS 2 FEET DEEP OR LESS, TURBIDITY CURTAIN (SHALLOW) WILL BE USED. ANCHOR THE CURTAIN UPSTREAM AND DOWNSTREAM AS NEEDED TO SECURE IN PLACE.

FILE NAME: turbcurt.dgn

DATE 6/9/06

TURBIDITY CURTAIN (SHALLOW)

4 of 4

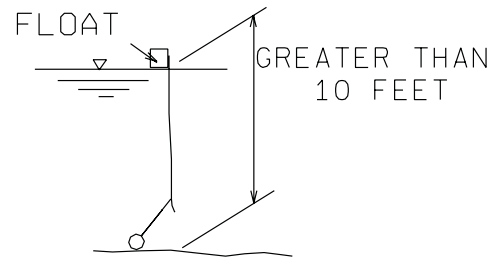
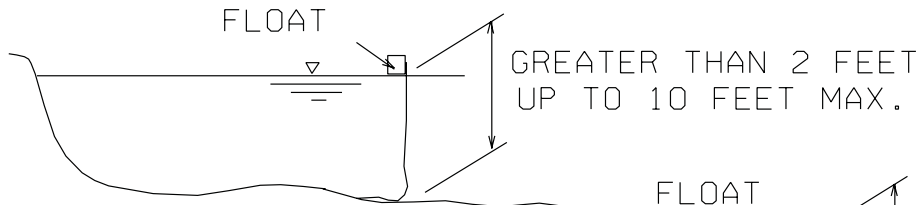


SHORELINE CONSTRUCTION

IN-STREAM CONSTRUCTION

* PLACE ADDITIONAL WEIGHTS (AS NEEDED) ON DOWNSTREAM SIDE OF INSIDE BOTTOM FACE OF CURTAIN.

ANCHOR CURTAIN TO MAINTAIN STATIONARY LOCATION.



TURBIDITY CURTAIN (DEEP) SECTIONS

IN WATERCOURSE AREAS WHERE WATER IS GREATER THAN 2 FEET DEEP, TURBIDITY CURTAIN (DEEP) WILL BE USED. ANCHOR THE CURTAIN UPSTREAM AND DOWNSTREAM AS NEEDED TO SECURE IN PLACE.

FILE NAME: turbcurt.dgn

DATE 6/9/06

TURBIDITY CURTAIN (DEEP)