CITY OF ANN ARBOR INVITATION TO BID



Riverside Park Boardwalk Replacement

ITB No. 4544

Due Date: Tuesday, October 9, 2018 at 10 a.m. (Local Time)

Parks and Recreation Services Community Services Area

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

ADDENDUM No. 1

ITB No. 4544

Riverside Park Boardwalk Replacement

Due: October 9, 2018 at 10:00 A.M. (local time)

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Riverside Park Boardwalk Replacement, ITB No. 4544, on which bids will be received on/or before the date and time listed above.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes six (6) pages.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on Page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the ITB document must be included in submitted proposal:

- City of Ann Arbor Prevailing Wage Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid documents which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)	Change
Drawing 4	Updated the wire mesh specifications on the Boardwalk Railing Elevation.
Drawing 7	Updated to reflect revised site access.

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the Bid. Respondents are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

- Question 1: Can the adjacent pond be drained to assist the construction process?
- Answer 1: No
- Question 2: Can brush and trees along the berm be cleared during construction?
- Answer 2: The contractor can remove brush within 3 feet of the sheet pile wall. No trees greater than 6-inch dbh shall be removed.
- Question 3: Will the City permit fees be waived for the required City Right-of-Way and Soil Erosion Permits?
- Answer 3: Yes, all fees will be waived for the City permits.
- Question 4: Who will be responsible if the pathway from Riverside Park to the boardwalk is damaged during construction?
- Answer 4: The contractor shall take all reasonable precautions to prevent damage to the pathway. This shall include covering the pathway when moving tracked equipment down the pathway and not driving overweight equipment on the pathway while Frost Laws are active. If the pathway is damaged during routine construction activity, the City will make necessary repairs.
- Question 5: Can the pre-bid meeting sign-in sheet be provided?
- Answer 5: Yes, it is attached to the addendum.
- Question 6: What is the Engineer's Estimate for the project?
- Answer 6: The Engineer's Estimate for this project is \$198,000.
- Question 7: I can't locate a detail on the plans or specifications that describe what should be included in the pay items: Structural Steel, Mixed, Erect 1,017 lb, Structural Steel, Mixed, Furn and Fab 1,017 lb, and Adhesive Anchoring of Horizontal Bar, 5 ea. Please describe the Measurement and Payment on what is included for each of the pay items.
- Answer 7: Refer to the MDOT 2012 Standard Specifications for Measurement and Payment. The structural steel pay item is for the boardwalk support bracket (Sheet 5, Boardwalk Support Detail and Bracket). The Adhesive Anchoring pay item is intended for the anchoring of the anchor bolts to the existing concrete approach at the POE (Sheet 4, Existing Concrete Approach Detail).
- Question 8: Plan Sheet 5 shows the L6x6x5/8" angle in the Boardwalk Support Detail. The detail assumes that the existing sheet pile wall is plumb, but in many locations, the sheet pile wall is not straight up and down. How will this be accounted for when welding the L angle to the sheet pile wall since the support has to be square to have a level boardwalk?
- Answer 8: The angle is intended to support the beams that are spaced at 10 ft intervals. If the steel sheet piling is out of plumb at these locations, the angle should be wedged to provide a flat surface for the beam.

- Question 9: If during installation, the helical piles must to go deeper to meet the required support, will additional payment be provided? How should we account for this possibility of additional charges based on onsite conditions? Is this something the City would cover in a change order based on actual geotechnical conditions onsite?
- Answer 9: No. Refer to Section c.3. Subsurface Data on page 6 in the Special Provision for Helical Piles. "It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Additional soil test borings and other exploratory procedures may be performed by the Contractor at no additional cost to the Owner."

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.



BOARDWALK NOTES:



STAGING AREA



PRC DESCRIPTION Mobilization, Max (\$18,000) Structures, Rem Embankment, CIP Excavation, Earth Erosion Control, Silt Fence Erosion Control, Turbidity Curtain HMA Surface, Rem Conc, Grade S2, Modified Structural Steel, Mixed, Erect Structural Steel, Mixed, Furn and Structure, Timber, Boardwalk Adhesive Anchoring of Horizonto Sign, Type B, Temp, Prismatic, Sign, Type B, Temp, Prismatic, Pedestrian Type II Barricade, Te Slope Restoration, Modified Helical Pile Helical Pile, Load Test Helical Pile Equipment, Furn

CONSTRUCTION AREA STAGING NOTES

CONTRACTOR SHALL STAGE CONSTRUCTION OPERATIONS IN RIVERSIDE PARK.

ACCESS ROUTE TO BE THROUGH OUTFIELD AS SHOWN

MATERIAL STORAGE SHALL BE NEAR SOCCER GOAL STORAGE AREA.

CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS RESULTING FROM CONSTRUCTION OPERATIONS, INCLUDING FILLING RUTS AND HOLES, IN RIVERSIDE PARK. NOT PAID FOR SEPARATELY, INCLUDED IN OTHER PAY ITEMS.

OJECT QUANTITIES					
	UNITS	QUANTITY			
	LSUM	1			
	LSUM	1			
	Cyd	2			
	Cyd	6			
	Ft	250			
n, Deep	Ft	250			
	Syd	11			
	Cyd	6			
	Lb	1017			
d Fab	Lb	1017			
	Ft	203			
al Bar, 3/4 inch	Ea	5			
Furn	Sft	74			
Oper	Sft	74			
mp	Ea	7			
	LSUM	1			
	Ea	21			
	Ea	1			
	LSUM	1			



Know what's **below.** Call before you dig.



DATE OF PLAN: JUNE 2018

PRE-BID MEETING SIGN-IN SHEET

PROJECT: RIVERSIDE PARK BOARDWALK REPLACEMENT, ITB NO. 4544 Tuesday, September 18, 2018

PLEASE PRINT

REPRESENTING MAILING ADDRESS	MAILING ADDRESS		TELEPHONE	EMAIL
City of Ann Arbor - Address: 4251 Stone School Road	Address: 4251 Stone School Road		ffice: (734) 794-6350 x43311	
Public Works City, State: <u>Ann Arbor, Ml</u> Zip: <u>48</u>	City, State: Ann Arbor, MI Zip: 48	107-8647	obile: (734) <u>358-2029</u> ax: (734) 994-0742	<u>celenbaas@a2gov.org</u>
ROWE Address: 540 S. Saginaw	Address: 540 S. Saginary		ffice: (810) 34/1.7500	-
Design Entimeer) City states Dist MI	Chi chata Dhad MI The U	A COD	obile: ()	dschultzerowe
		1 20001	ax No. ()	PSC. COM
RRock2ASSC, Address: 48320 9 will	Address: 48320 9 will &		flice: (24(8) 760-7117	an out
City, State: NovE Wr. Zip:4	City, State: NovE WE Zip:4	18374 F	obile: (12 KBreck BAC
K. + Address: 13 6 60th Gt	Address: 13 . 60th 91	54	Fice: (616) 5 3 4- 41904	re: Lu: 20 K. +
Labores Autom Con A N. L.	Cit Cit C A A NIL -	VIGTU &	obile: (616)4138-7439	Lompanies.
LOW State: OLANNANDS ZID:	City, State: Crannapid Zip:	1 1 1 1	ix No. ()	Com
THE INAMON Address: 21650 W 11 HILE	Address: 21650 W 11 HILE	H208 0	Tice: (2-(8) 2053 442 (et aylor @
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Address: 3390 TRAVIS Pre, 1	Address: 3390 TRAVIS PTC, 1	en 576. 0	Fice: (734) 996 - 9500	111201.110.
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11 JUNION THE City, State: HWN HILBON, MI Zip.	City, State: HWN HIBM, MI Zip:	Rowh	x No. (737) 996-8480	duhiggins. com
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APPENDIX

Prevailing Wage Declaration of Compliance Living Wage Ordinance Declaration of Compliance City of Ann Arbor Prevailing Wage Declaration Form City of Ann Arbor Living Wage Forms City of Ann Arbor Vendor Conflict of Interest Disclosure Form City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form Geotechnical Exploration and Engineering Report, Riverside Boardwalk Near Broadway Street Bridge

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Wednesday, September 19, 2018 at 10:00 a.m.** at the south end of the existing boardwalk at **Riverside Park, Ann Arbor, MI 48103.**

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Thursday**, **September 27**, **2018 at 5 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to **celenbaas@a2gov.org** Bid Process and Compliance questions emailed to cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Chris Elenbaas** at **celenbaas@a2gov.org** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Tuesday, October 9, 2018 at 10 a.m. EST.** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **three (3)** Bid copies in a sealed envelope clearly marked: **ITB No. # 4544 Riverside Park Boardwalk Replacement.**

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, c/o Customer Services, 1st Floor 301 East Huron Street Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document must be included in submitted bids.

- City of Ann Arbor Prevailing Wage Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general

market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

Bid Security

Each bid <u>must be accompanied</u> by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one hundred twenty (120) days

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to

post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before bids are due shall apply to this contract. The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this ITB the Construction Type of Heavy (Building, Heavy, Highway or Residential) will apply.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as

the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered $\underline{\mathcal{I}}$, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

2018 Construction

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 9 DAY OF OCTOBER, 2018

BROCK & ASSOCIATES JK. Bidder's Name

48320 W 9mile, NOVI 48374 Official Address

248-760-7117

Telephone Number

Authorized Signature of Bidder

KEN BRock (Print Name of Signer Above)

RBRock. BAC SimAil.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of

<u>MicHigAN</u>, for whom <u>KEN BROCK</u>, bearing the office title of <u>PRESIDENT</u>, whose signature is affixed to this Bid, is authorized to execute contracts. NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom ______ bearing the title of ______ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of ______ and filed in the county of ______, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid:

(initial here)

Authorized Official KEN BROCK 2CM Date 10/9/18, 2018 (Print) Name KEN BROCK _____ Title PRESIDENT Company: BROCK & ASSOCIATES INC.

Address: 48320 W 9 mile Contact Phone (248/ 760-7117 Fax () CMAIL Email KBROCK, BAC GMAIL, com

2018 Construction

Section 1 – Schedule of Prices

BROCK & ASSOCIATES INC. Company:

Project: ITB No. 4544 Riverside Park Boardwalk Replacement

For the entire work outlined in these documents for **Riverside Park Boardwalk Replacement**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

Unit Price Bid -

	Estimated		Unit Price	Total Price
Item Description	Quantity	Units		0
Mobilization, Max	1	LSUM		9,000
Structures, Rem	1	LSUM		40,000
Embankment, CIP	2	Cyd	1,000	1,000
Excavation, Earth	6	Cyd	1,000	6,000
Erosion Control, Silt Fence	250	Ft	20	5,000
Érosion Control, Turbidity Curtain,	1			
Deep	250	Ft	20	5,000
HMA Surface, Rem	11	Syd	181.82	2,000
Conc, Grade S2, Modified	6	Cyd	2,167	13,000
Structural Steel, Mixed, Erect	1,017	Lb	2.95	3,000
Structural Steel, Mixed, Furn and			Č	
Fab	1,017	Lb	2.95	3,000
Structure, Timber, Boardwalk	203	Ft		65,000
Adhesive Anchoring of Horizontal			~	
Bar, 3/4 inch	5	Ea	100,00	500
Sign, Type B, Temp, Prismatic, Furn	74	Sft	20,27	1,500
Sign, Type B, Temp, Prismatic,			(33.78	r 2,500
Öper	74	Sft	9	A
Pedestrian Type II Barricade, Temp	7	Ea	143,00	1,000
Slope Restoration, Modified	1	LSUM		5,000
Helical Pile	21	Ea 🦂	1,048	22,000
Helical Pile, Load Test	1	Ea	1,500	1,500
Helical Pile Equipment, Furn	1	LSUM		2,500

ESTIMATED TOTAL

\$ 189,500.00

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number Description -LEAVE THEM AS THEY STAND-NO REMOVAL - THEY WILL NO LONGER HAVE A STRUCTAC FUNCTION AND WILL NOT BE A VISUAL ANYWAY - THEIR INTEGRITY TO FREE-STAND IS NOT IN QUESTION Add/Deduct Amount STRUCTURES REMOVED PIPE PILES BEAM PLACEMENT - PLACE OVERLAPING JOIST'ON' BEAM RATHER THAN ABOTT TO THEM DEDUCT DEDUC

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder

RBL Date / 9/18

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

TIME COMENCING 12-31-18, THEN 20 DAYS UNDER WINTER CONDITIONS OVER WATER · NOTICE OF AWARD BY MID NOVEMBER ZOIB WITH IMEDIATE AUTHORIZATION TO PROCEED. GET GROUND FROST SENSITED WORK DONE BEFORE WINTER CONDITIONS - ABUTINENTS - CONCRETE FLAT WORK - SILT FENCE

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

_Bh _Date 10/9/18 Signature of Authorized Representative of Bidder _

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor (Name and Address)

KENT COMPANIES

Amount HELICAL SHEET WALL BRECKET B220

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder

Date 10/9/18

2018 Construction

Section 5 – References

Inc	slude a minimum of $\underline{\underline{5}}$ reference	from similar project co	mpleted within the past 3 years.
[Re	efer also to Instructions to Bidd	lers for additional rec	uirements, if any]
1)	SEE ATTACHED F	or ALL.	
,	Project Name	Cost	Date Constructed
	Contact Name		Phone Number
2)	Project Name	Cost	Date Constructed
		oust	Date Constructed
	Contact Name		Phone Number
•			
3)	Project Name	Cost	Date Constructed
	Contact Name		Phone Number

09OCT18

Bidders Qualification and Experience Statement

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

Submitted By:

Ken Brock President Brock & Associates "Inc."

48320 W 9 Mile Road, Novi MI 48374

Ph (248) 760-7117 email: <u>ken.brock@brockassociatesinc.com</u>

Type of Work: Contractor - we minimize subcontracted services to specialty task

1. Materials - Per specifications Darby Ready Mix, Fingerle Lumber

2. Labor – Brock & Associates Inc.

3. Subcontracted Services - Kent Companies, Helical Design & Install, Certified Welding Sheet Wall Brackets

Organization

The Brock companies have been incorporated for over 25 years. The business name, Brock & Associates Inc, was incorporated in the State of Michigan in January 2005. The name had previously operated as a DBA within the 20 year old Bronco (Brocks New Company) Inc. organization. Brock & Associates Inc. also does business as (DBA) Legendary Timberworks. Ken Brock is and has been the Sole Owner, Officer, and President of all of these companies. Sue Brock, as spouse, is the Executive Administrative assistant and successor to all companies in the event of death or incapacitation. These companies have completed all contracted projects without incident. There is no history of litigation now or in the past with any of the above noted companies.

Company References

The following is a list of references in support of our character and capability.

Mrs. Amy Kuras, P.E., Ann Arbor Parks (734) 845-0643 (pavilion 2015)

Mr. Jim Soraghan, P.E., Huron Clinton Metroparks (810) 623-2833 (Many Projects of similar complexity)

Mr. Lee Morris, City of Dearborn, 248-684-6000 (Ped. Bridge over Huron River)

Mr. David Borsman, PE, Spicer Group 989-754-4717 (P. Bridge over Huron River), Boardwalk on Helical

Mr. Walter Bolt, Principle, Mannick Smith Group (734) 397-3100 (P. Bridges over Huron & Raisin Rivers)

Mr. Greg Brand or Jerry Brand, Granger Construction (734) 424-5126 (Dexter Ped. Bridge)

Mr. Chis Robbins, PE, Spalding DeDecker Associates, Inc. (248) 844-5400 (Ped. Bridges over Clinton River Mr. Tony Nestor, PE, Contech Bridge (810) 217-9156

Ms. Sue Dickenson, PE, Midwestern Consulting (734) 995-0200

Mr. Coy Vaughn, Deputy Director Washtenaw County Parks (734) 971-6337

Experience & Trade References

Ken Brock – 30+ years in the Construction Business.

Bank References

Brock & Associates Inc. banks with Chase Bank. Contact is Jeff at (248) 349-2426

Submitted By:

Ken Brock President Brock & Associates "Inc." 48320 W 9 Mile Road, Novi MI 48374 Ph (248) 760-7117 email: <u>ken.brock@brockassociatesinc.com</u>

Signature

CONTRACT

THIS AGREEMENT is made on the ______ day of _____, 201_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Brock & Associates, Inc. ("Contractor") a corporation organized and doing business under the laws of the State of Michigan located at 48320 W 9 Mile Road, Novi, Michigan 48374.

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions Standard Specifications Detailed Specifications Plans Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means Community Services Area, Parks and Recreation Services Unit.

Project means Riverside Park Boardwalk Replacement, ITB No. 4544

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within ninety (90) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

(A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

One Hundred Eighty-Nine Thousand Five Hundred Dollars (\$189,500.00)

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR	FOR THE CITY OF ANN ARBOR
By Its:	By Christopher Taylor, Mayor
	By Jacqueline Beaudry, City Clerk Approved as to substance
	By Howard S. Lazarus City Administrator
	By Derek Delacourt Community Services Area Administrator
	Approved as to form and content
	Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1)									
	of							_(referred to	o as
	"Principal"), and							`	_, a
	corporation duly	authorized	to do	husiness	in the	State	of Michigan	(referred to	as

corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$______, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____.

and

this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 <u>et seq</u>.

- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
 - (a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)	(Name of Principal)
Ву	Ву
(Signature)	
	(Signature)
lts	Its
(Title of Office)	(Title of Office)
Approved as to form:	Name and address of agent:
Stephen K. Postema, City Attorney	

LABOR AND MATERIAL BOND

(1)			
	of		(referred to
	as "Principal"), and		, a corporation
	duly authorized to do business in t	he State of Michig	an, (referred to as "Surety"), are bound
	to the City of Ann Arbor, Michigan	(referred to as "Cit	ty"), for the use and benefit of claimants
	as defined in Act 213 of Michigan	Public Acts of 196	53, as amended, being MCL 129.201 <u>et</u>
	<u>seq</u> ., in the amount of		
	\$, for the pay	ment of which Prir	ncipal and Surety bind themselves, their
	heirs, executors, administrators, su	accessors and assi	igns, jointly and severally, by this bond.
(2)	The Principal has entered a written	n Contract with the	City, dated, 201_,
	for		
			; and this bond is
	given for that Contract in compliant amended;	ce with Act No. 213	3 of the Michigan Public Acts of 1963 as
(3)	If the Principal fails to promptly an	nd fully repay claim	nants for labor and material reasonably
	required under the Contract, the Su	urety shall pay thos	se claimants.
(4)	Surety's obligations shall not excee	ed the amount state	ed in paragraph 1, and Surety shall have
	no obligation if the Principal promp	otly and fully pays t	he claimants.
SIC	GNED AND SEALED this c	lay of	, 201
(Na	ame of Surety Company)		(Name of Principal)
By	(Signature)		Ву
			(Signature)
lts_			
	(Litle of Office)		(Title of Office)
Ар	proved as to form:		Name and address of agent:
Ste	ephen K. Postema, City Attorney		

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Co

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the

Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same;

the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract

Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within I0 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the

required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify
such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials

furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

(1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death

or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required.on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.

(a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident Bodily Injury by Disease - \$500,000 each employee Bodily Injury by Disease - \$500,000 each policy limit

(b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

Each occurrence as respect Bodily Injury Liability or Property
Damage Liability, or both combined.
Per Job General Aggregate
Personal and Advertising Injury
Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which

approval shall not be unreasonably withheld. .Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period ______, 20___, to _____, 20 , performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _______, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There <u>is/is not</u> (Contractor please circle one <u>and</u> strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

Ву _____

(Signature)

lts

(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor,	, represents that on	,
20, it was awarded a contract by the City of Ann Arbor,	Michigan to	under
the terms and conditions of a Contract titled		The Contractor
represents that all work has now been accomplished and th	e Contract is comple	ete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor	Date		
By (Signature)	-		
Its (Title of Office)	-		
Subscribed and sworn to before me, on t	this	_ day of County, Michigan	<u>,</u> 20
Notary Public			
County, MI			
My commission expires on:			

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online: http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx

DETAILED SPECIFICATIONS

12SP-707A-04- Structural Steel and Aluminum Construction
12SP-812C-01-w13- Traffic Control Quality and Compliance
12SP-812N-01-w13- Measurement and Payment of Temporary Traffic Control Devices
12SP-912A-02-w13- Micronized Copper Water Based Wood Preservative Systems
12SS-001A-14- Errata to the 2012 Standard Specifications
100a-Ammendments to MDOT 2012 Standard Specifications for Construction
103-Maintaining Traffic
706-Conc, Grade S2, Modified
709-Structure, Timber, Boardwalk
812-Temporary Pedestrian Type II Barricade
816 Slope Restoration, Modified
850-Helitical Piles
850-Permits

SPECIAL PROVISION FOR STRUCTURAL STEEL AND ALUMINUM CONSTRUCTION

OFS:MJF

1 of 11

APPR:JSW:POJ:06-13-16 FHWA:APPR:06-28-16

a. Description. This specification covers the fabrication of structural steel and aluminum, modifying the Standard Specifications for Construction (hereafter called standard specifications) and the referenced AWS Codes. In case of conflict between the standard specifications and AWS specifications, the standard specifications will govern.

b. AASHTO/AWS D1.5M/D1.5:2010, Bridge Welding Code (hereafter called AWS D1.5). Ensure the fabrication of structural steel bridge members and other miscellaneous structural steel elements is performed according to AWS D1.5.

Any reference to prequalified joints or procedures in AWS D1.5 must be deleted.

AWS D1.5 subclauses are modified as specified herein:

2.8.8: Add the following sentence to the end of the existing paragraph:

Welds on opposite sides of a common plane must be continuous, as shown on the contract drawings, and corners ground to eliminate notches greater than 0.01 inch. Provide a smooth transition to the weld metal after grinding.

2.9.1.1: Delete the existing paragraph in its entirety and replace with the following sentence:

Qualification tests will be required for all plug and slot welds.

2.9.3: Add the following sentence to the end of the existing paragraph:

The maximum center-to-center spacing of plug welds must be equal to the minimum plus 1/2 inch.

2.17.5.1: Change "....subject to tensile stress shall have a smooth transition..." to read "...subject to tensile and compressive stress shall have a smooth transition..."

- **3.1.3**: Change "...when the ambient temperature is lower than 0 degrees F..." to read "...when the ambient temperature is lower than 40 degrees F...".
- **3.2.1**: Delete the existing paragraph in its entirety and replace with the following paragraph:

Surfaces and edges to be welded must be smooth, uniform, and free from fins, tears, cracks, all mill scale, and other discontinuities which would adversely affect the quality or strength of the weld. Surfaces to be welded and surfaces adjacent to a weld must also be free from loose or thick scale, slag, rust, moisture, grease, and other foreign material that would prevent

proper welding or produce objectionable fumes. All edges whether welded or not must be conditioned by very shallow grinding to remove the hardened layer left by resolidification.

3.3.8: Delete the existing paragraph in its entirety and replace with the following paragraph:

Temporary or fit-up welds must be subject to the same welding procedure specification requirements as final welds. They must be removed unless otherwise permitted by the Engineer. Any Temporary or fit-up welding must be clearly shown on the shop plans and approved by the Engineer. A procedure for removal of all temporary or fit-up welds must be submitted, in writing, to the Engineer for approval. If removed, they must be ground flush with the original surface to a surface finish of less than 125 microinches-rms, finished parallel to the direction of primary stress. Removal of temporary welds must conform to the requirements of AWS 3.3.7.3 and AWS 3.3.7.4. If temporary welding is approved, non-destructive testing of the temporary weld areas may be required by the Engineer and performed at the Fabricator's expense to ensure that no cracks or flaws have been produced in the base metal.

3.13.3: Delete the existing paragraph in its entirety and replace with the following sentence:

Steel backing on welds must be removed and the joint must be ground smooth, unless otherwise directed by the Engineer.

- **3.13.6**: Delete the word "copper" from the first sentence in the first paragraph and delete the second paragraph in its entirety.
- **4.1.3**: Add the following sentence to the existing paragraph:

A filler metal log sheet must be available at all times for the Engineer to review.

- **4.2**: In this subclause all references to an ambient temperature of -20 degrees C (0 degrees F) must be changed to an ambient temperature of 5 degrees C (40 degrees F).
- **4.2.2**: Add the following sentence:

The maximum interpass temperature on M270 Grade 36, 50, 50W, and HPS 50W steel must not exceed 650 degrees F.

- **4.6.8**: The progression for all passes in the vertical position must be upward (including repairs).
- **4.7.6**: Add the following sentence to the existing paragraph:

Any use of backing materials or sealing by welding is subject to the approval of the Engineer and may be qualified by procedure qualification tests as directed by the Engineer.

5.2.4: Delete the existing paragraph in its entirety and replace with the following paragraph:

Testing as specified by the standard specifications, AWS D1.5, MDOT supplemental specifications, special provisions, and contract documents is considered included in the bid price for fabricating and furnishing structural steel and therefore payment for such testing is at the Contractor's/Fabricator's expense. This includes additional testing required by the Engineer for welders, welding operators, or welding procedures.

- **Table 5.8**:In the table under "1. Test on Plate" in the Type of Weld column, delete the Fillet
Option No. 2 and accompanying referenced Figure 5.22.
- **5.11**: Delete the subclause in its entirety.
- **5.11.1**: Delete the subclause in its entirety.
- **5.12.4**: Add the following sentence to the end of the subclause:

Nonstandard joints, as determined by the Engineer, must be "mocked-up" to duplicate joints used in production.

- **5.13**: Delete the subclause in its entirety.
- **5.13.1**: Delete the subclause in its entirety.
- **5.13.2**: Delete the subclause in its entirety.
- **5.20**: In this subclause additional test specimens cannot be cut from the same procedure qualification test plate. Any other references within this code to cutting from the same procedure qualification test plate must be deleted.
- **5.21.4**: In the first sentence of this subclause, change "...remaining in effect indefinitely..." to read "...remaining in effect for 3 years...".
- **5.23.1**: Add subsection 5.23.1(5) to read as follows, "All pipe welding qualification tests will be accepted based on plate welding tests for applicable positions and 5.23.1.2 for unlimited thickness and 5.23.1.3 for limited thickness."
- **5.23.1.5**: Delete the existing paragraph in its entirety and replace with the following paragraph:

Plug Weld Qualification Tests for Plug Welds Only. The joint must consist of a diameter hole the same size as that used in production in a plate the same thickness as that being welded. Backing must be of the same thickness and material as that to be used in production. In addition, Ultrasonic Testing (UT) must be required for plug weld qualification and must meet the requirements shown in Table 6.3. Conduct macroetch test according to subclause 5.27.6.

- **5.23.2.4(2)(b):** Delete this subclause and accompanying referenced Figure 5.27.
- **5.27.1**: In this subclause add the following requirements for visual inspection to the existing paragraph:

No discontinuities exceeding 1/8 inch measured in any direction on the surface.

Summation of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch cannot exceed 3/8 inch.

- **5.27.6.1**: In this subclause add the following requirements to the existing requirements:
 - (7) No discontinuities exceeding 1/8 inch measured in any directions on the surface.

(8) Summation of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch cannot exceed 3/8 inch.

5.27.6.2(3): Change "...in excess of 1/4 inch..." to read "... in excess of 1/8 inch...".

6.3.1: Add the following sentence to the existing paragraph:

Approved weld procedures are to be posted where work and welding are being performed.

6.4.3: Add the following at the end of the existing paragraph:

...or the contract documents.

6.6.5: Delete the existing paragraph in its entirety and replace with the following paragraph:

If nondestructive testing (NDT), not specified in the original contract agreement, is subsequently requested by the Engineer, the Contractor must perform any requested testing or must permit any requested testing to be performed. Any cost related to subsequent testing requests must be paid for by the Engineer if testing does not result in a rejectable defect. However, if such testing should disclose any deficiencies which require repair work, all costs associated with the original and subsequent NDT must be paid for by the Contractor/Fabricator.

6.7.7: Add the following at the end of the existing paragraph:

PT inspection must be performed at the ends of all CJP (butt, corner, and T) weld terminations for primary members.

- **6.19.8**: Remove reference to Table 6.4.
- **6.20.1**: Add the following at the end of the existing paragraph:

All discontinuities found by UT must be recorded on the NDT report.

6.26.1.5: Add the following at the end of the existing paragraph:

Cross frames and diaphragms attached to connection plates or stiffeners of horizontally curved girders are considered primary members. Fillet welds attaching connection plates or stiffeners to the web of horizontally curved girders that carry loads from cross frames or diaphragms are considered part of the primary member.

- **6.26.2.1**: In the first sentence, change "For welds subject to tensile stress under any condition of loading..." to read "For all welds under any condition of loading...".
- **6.26.2.2**: Delete this subclause in its entirety and referenced Figure 6.9. See subclause 6.26.2.1 as modified herein and Figure 6.8.
- **6.26.3.1(1)**: Change "Welds subject to tensile stress under any condition of loading..." to read "Welds under any condition of loading...".

- **6.26.3.1(2)**: Delete this subclause in its entirety and referenced Table 6.4. See subclause 6.26.3.1(1) as modified herein and Table 6.3.
- **6.26.3.3**: Change "Table 6.4" to "Table 6.3" and change "actual web thickness" to "nominal web thickness".
- **12.4.5**: Add the following to the paragraph:

The supplementary requirements of AASHTO M270 (ASTM A709) for fracture critical impact tests are required for zone 2. The Charpy test pieces shall be coded with respect to heat/plate number and that code shall be recorded on the mill-test report of the steel supplier with the test result. If requested by the Engineer, the broken pieces from each test (three specimens, six halves) shall be packaged and forwarded to the MDOT, Operations Field Services – Structural Fabrication Unit.

12.6.5.1: Add the following to the paragraph:

Electrodes for Shielded Metal Arc Welding shall be E7018, E8018, E9018, E10018, and E11018.

12.7.5: Add the following to the end of the paragraph:

Evidence must include third-party CWI witnessing the test and RT film available for the owner's review. If this evidence cannot be provided all costs associated with the procedure qualification must be at the contractor's expense.

12.8.2: Add the following to the paragraph:

The Engineer must witness all welding and test plates must be submitted to the owner for testing.

Delete any reference in this subclause to requalification on an annual basis.

12.15.2.2: Add the following to the paragraph:

The minimum post heat time for production and repair welds shall be one hour.

12.17: Add the following after the first paragraph:

Repair drawings shall contain two lines for the Inspector's signature. Signature on the first line shall indicate the Inspector has examined the discontinuity(s) and agrees that the repair drawings accurately describe the discontinuity(s). When repairs are completed, signature on the second line shall indicate acceptance of the completed repair and the specified nondestructive tests. Discontinuities shall be drawn as they appear from visual inspection and nondestructive testing (NDT).

12.17.6: Add the following to the subclause:

The repair procedures shall include the welding procedure specification. Procedures qualified by test for the fabrication need not be qualified by test for the specific method of repair unless otherwise ordered by the Engineer.

(14) If stress relief heat treatment is required, it shall be completely described. Tests shall be performed to determine the effect of the heat treatment on both weld and base metal properties before the procedure is approved. Final acceptance NDT shall be performed after stress relief is complete.

(15) Repairs in tension butt welds shall be examined by ultrasonic (UT) and radiographic (RT) test methods. Repairs to all other groove welds shall be examined by UT. Fillet weld repairs shall be examined by magnetic particle testing (MT). RT shall conform to clause 6 and may be performed as soon as the weldment has cooled to ambient temperature. UT shall also conform to clause 6 and MT shall conform to ASTM E 709. Final acceptance testing by MT and UT shall not be performed until the steel weldments have been cooled to ambient temperature for at least the elapsed time indicated as follows:

Thickness	Minimum Time
2 inches or less	24 hours
over 2 inches	48 hours

All repair welding and nondestructive testing shall be performed as described in the approved repair procedure.

Approved critical repair procedures shall be retained as part of the project records.

12.18: Add this subclause to the code:

The Owner reserves the right to perform random NDT QA tests of welds, whether or not previously found acceptable by QC. If a weld is found to contain rejectable indications in QA then the following NDT shall be performed by and at the expense of the Fabricator: Two consecutive welds of the same type preceding the defective weld shall be tested. If any two consecutive welds are found by QC to contain rejectable indications, four consecutive welds made to the same welding requirements shall be tested by QC. All such testing shall be witnessed and verified by QA. All rejectable indications disclosed shall be repaired and reinspected by NDT at the Fabricator's expense.

The QA witnessing and verification of QC testing will be carried out in a timely manner, so as not to interfere with production.

The Fabricator/Erector shall maintain documentation of all visual and NDT for timely review and confirmation by the Engineer. Two copies of all documentation shall be submitted to the Engineer upon completion of the project.

12.19: Add this subclause to the code:

For welding procedure qualification, the test plate shall be according to the AASHTO Guide Specifications for Fracture Critical Steel Bridge Members with the following applying to the notes for Figure 1:

Delete notes 1, 3, 4, and 7 in the AASHTO guide specifications and replace them with the following:

1. "T" is equal to the maximum thickness to be welded, except as provided herein. When

the thickness to be welded exceeds 2 inches, "T" shall be the maximum depth of bevel, or 2 inches, whichever is the greater amount. The minimum thickness test plate shall be 1 inch in the event that the maximum thickness to be welded is less than 1 inch.

- 3. The minimum preheat and interpass temperature shall be according to Table 12.3, 12.4, or 12.5 as applicable.
- 4. Welding procedure test plates shall be witnessed by the Engineer. Test plates shall be sent to the Owner for machining and testing.
- 7. The reduced section tension specimen shall be according to Figure 5.10 except that "T" is equal to the test plate thickness.

Table 12.2:Delete Note a.

c. AWS D1.1/D1.1M:2010, Structural Welding Code – Steel (hereafter called AWS D1.1). Ensure shop fabrication of structural steel members (e.g. steel sign support structures, tower lighting units, CCTV towers, traffic signal mast arms and poles, drainage components, expansion dams, curb plates, bearings, railings and other miscellaneous structural steel members as determined by the Engineer) is performed according to AWS D1.1. Fabricators may qualify under the provision of AWS D1.5 if approved by the Engineer.

For tubular fracture critical members follow AWS D1.5 (clause 12) and the latest LRFD Guide Specification for Design of Pedestrian Bridges.

Any reference to prequalified joints must be deleted. See subclause 4.2.1 as modified herein.

 Table 3 .2: Add the following general note to the table:

The ambient air temperature in the vicinity of the weld must not be less than 40 degrees F.

- **3.2.1**: Delete this subclause in its entirety. See requirements herein under modifications to AWS Clause 4.
- **3.5.2**: Delete this subclause in its entirety and eliminate all references within AWS D1.1 to alternate methods for establishing minimum preheat and interpass temperatures.
- **3.6**: Delete the existing subclause in its entirety and replace with the following paragraph:

All welding procedure specifications to be used must be prepared by the Manufacturer, Fabricator, or Contractor as written procedure specifications, and submitted to the Department. A suggested form showing the information required in the procedure specification is given in Annex E.

- **3.6.1**: Delete this subclause in its entirety. See subclauses 4.2.1 and 3.6 as modified herein.
- **3.7.1**: Delete the existing subclause in its entirety and replace with the following paragraph:

The progression for all passes in the vertical position must be upward including repairs.

3.9.3: Add the following sentence to the existing paragraph:

Qualification tests must be required for all skewed T-Joints.

3.12: Add the following sentence to the existing paragraph:

Qualification tests must be required for all partial joint penetration groove welds.

4.2.1: Delete the existing subclause in its entirety and replace with the following paragraph:

Welding procedures must be qualified prior to use, by tests as prescribed in Part B of this clause. No welding must be done on any project until shop welded procedure qualification tests described in Part B of clause 4 demonstrate the performance of the wire-flux combination when welding with shop equipment using the shop welding procedure specification and representative samples of the wire, flux, and plates or shapes to be used in production. The type of procedure qualification test(s) run by the fabricator must be determined by the Engineer. Welds for procedure qualification must be made according to the shop welding procedure specification, including observance of preheat and interpass temperatures, using representative samples of the electrodes, flux, and base metal to be used in production. The Department will maintain records of procedures qualified by each shop, so that it will not be necessary to regualify for each new contract, as long as the gualified procedure remains controlled within the limitation of variables specified in Part B of clause 4, and provided that the welding machines, type of steel, and range of thickness are not changed. As an alternate to plate thickness procedure qualification, the Engineer may require tests run for procedures using actual joints used in production. Procedures are good for 3 years. The Engineer may require a retest of welding procedures whenever the Engineer feels it is warranted.

4.2.1.3: Delete the existing subclause in its entirety and replace with the following paragraph:

Charpy impact tests and all weld metal tensile tests are required for all groove weld procedure test plates. Additional plate lengths are required for these tests. This requirement is for all plate thicknesses, except that for less than 3/8 inch plates all weld metal tensile test is not required; however, root and face bend tests are. Specimens tested for impact values must have a minimum value of 20 ft-L at 0 degrees F. All weld tensile specimens must have values not less than those shown in Table 3.1 with elongation in 2 inch gage length not less than 22 percent.

- **4.2.3.1**: In the first sentence of this subclause, change "...remaining in effect indefinitely..." to read "... remaining in effect for 3 years...".
- **4.2.3.2**: In the first sentence of this subclause, change "...to perform tack welding indefinitely..." to read "...to perform tack welding for 3 years...".
- **4.9.5**: In this subclause additional test specimens cannot be cut from the same procedure qualification test plate. Any other references within this code to cutting from the same procedure qualification test plate must be deleted.
- Table 4.11:
 In the table under the Type of Test Weld column, delete the Fillet Option 2 and accompanying referenced Figure 4.33.
- **4.12.3**: In this subclause delete all reference to prequalified consumables. All consumables for fillet welds must be tested.

Add the following sentence to the last paragraph in the subclause:

The deposited weld metal must be tested by the Charpy impact test and must produce a minimum of 20 ft-L at 0 degreees F.

4.13.4.1(3)(f): Change "1/4 inch" to "1/8 inch" in the first sentence.

4.13.4.1(3): In this subclause add the following requirements to the existing requirements:

(g) No discontinuities exceeding 1/8 inch measured in any direction on the surface.

(h) No discontinuities exceeding 3/8 inch - Sum of the greatest dimensions of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch.

- **4.30**: Delete this subclause in its entirety and replace with subclause 5.23.1.5 of AWS D1.5 and as modified in section b herein.
- **4.31.2.1(1) & (2)**: Delete these subclauses in their entirety and replace with subclause 5.23.1.5 of AWS D1.5 and as modified in section b herein.
- **4.31.2.3**: In this subclause add the following requirements to the existing requirements:
 - (5) No discontinuities exceeding 1/8 inch measured in any direction on the surface.

(6) No discontinuities exceeding 3/8 inch - Sum of the greatest dimensions of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch.

4.31.2.3(4)(c): Change "... in excess of 1/4 inch..." to read "... in excess of 1/8 inch...".

- **Table 5.1**:Delete and replace with Table 4.6 of AWS D1.5.
- **5.2.2.1 & 5.2.2.2**: Delete the existing subclauses in their entirety and replace with the following sentence:

Base metal for weld tabs, backing, and spacers must be the same steel as that to be welded.

- **5.3.2.2**: Delete the last sentence of this subclause and replace with subclause 4.5.2.2 of AWS D1.5.
- **5.3.2.3**: Delete this subclause in its entirety and replace with subclause 4.5.2.1 of AWS D1.5.
- **Table 5.8**:Delete Table 5.8 in its entirety and replace with Table 707-1 in subsection 707.03of the standard specifications.
- **5.12.2(1)**: In this subclause change "...when the ambient temperature is lower than 0 degrees F..." to read "...when the ambient temperature is lower than 40 degrees F...".
- **5.14**: Delete this subclause in its entirety and replace it with the last paragraph in subsection 707.03.C.2.a of the standard specifications.

- **5.18.2(1)**: Delete this subclause and replace with subclause 3.3.8 of AWS D1.5 as modified in section b herein.
- **5.26**: Add the following sentences to the end of the existing paragraph:

Written weld repair procedures must be approved by the Engineer prior to any weld repairs. For weld repairs, preheat is mandatory as specified in Table 3.2 as modified herein.

- 6.1: Delete this subclause in its entirety and replace with subclause 6.1 of AWS D1.5.
- **6.3.3**: Add the following sentence to the end of the existing paragraph:

Approved weld procedures are to be posted where work and welding are being performed.

- **6.6.5**: Delete this subclause in its entirety and replace with subclause 6.6.5 of D1.5 as modified in section b herein.
- **6.9**: In this subclause add the following requirements to the existing requirements:

No discontinuities exceeding 1/8 inch measured in any direction on the surface.

No discontinuities exceeding 3/8 inch - Sum of the greatest dimensions of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch.

- **6.12.2.1**: In the title of this subclause, change "Cyclically Loaded Non-tubular Connections in Tension" to read "Cyclically Loaded Non-tubular Connections".
- **6.12.2.2 & Figure 6.3**: Delete this subclause in its entirety and referenced Figure 6.3. See AWS 6.12.2.1 as modified herein and AWS Figure 6.2.
- **6.13.2(1)**: Change "Welds subject to tensile stress..." to read "All welds under any condition of loading...".
- **6.13.2(2) & Table 6.2**: Delete this subclause in its entirety and referenced Table 6.2. See AWS 6.13.2 (1) as modified herein and Table 6.3.
- **6.20.2**: In the third sentence of the paragraph, replace the word "painted" with the word "coated".
- **6.26.3**: Replace the word "paint" with "coatings".

d. AWS D1.2/D1.2M:2003, Structural Welding Code – Aluminum (hereafter referred to as AWS D1.2). Ensure shop fabrication of structural aluminum is in accordance with AWS D1.2.

- **3.3.2**: In the first sentence, change "...remaining in effect indefinitely..." to read "...remaining in effect for 3 years...".
- **3.5.3**: Delete this subsection in its entirety and replace with the following sentence:

Radiographic examination may not be used in lieu of the bend test performance requirements.

3.6.3: Add the following requirements to the existing requirements:

(8) No discontinuities exceeding 1/8 inch measured in any direction on the surface.

(9) No discontinuities exceeding 3/8 inch - Sum of the greatest dimensions of all discontinuities exceeding 1/32 inch but less than or equal to 1/8 inch.

- **3.11**: Delete this subsection in its entirety. See subsection 3.5.3 as modified herein.
- **3.15.3**: Add the following paragraph to this subsection:

Additional test specimens may be designated to qualify a welding procedure when deemed necessary by the Engineer. These additional tests will normally relate to the actual joint or structural detail being welded.

- **3.16**: In this subsection additional test specimens cannot be cut from the same procedure qualification test plate. Any other references within this code to cutting from the same procedure qualification test plate must be deleted.
- **3.21.6.3**: Delete this subsection in its entirety and replace with the sentence:

Radiographic examination may not be used in lieu of the bend test for qualification testing of welders or welding operators.

- **3.23**: In the first sentence, change "...remaining in effect indefinitely..." to read "...remaining in effect for 3 years...".
- **4.8**: Add the following paragraph to the end of the existing paragraph:

Where preheat is needed, the temperature of preheat must not exceed 500 degrees F for nonheat-treated alloys. The use of preheat must be an integral part of the procedure specification which must be tested to qualify the welding procedure.

5.6.5: Delete this subsection in its entirety and replace it with Clause 6.6.5 of AWS D1.5 and as modified in section b herein.

SPECIAL PROVISION FOR TRAFFIC CONTROL QUALITY AND COMPLIANCE

OPR:JJG

1 of 2

APPR:CER:DBP:01-20-11 FHWA:APPR:06-20-11

Delete the subsection 812.03.C, Deficient Traffic Control Operations on page 601 of the Standard Specifications for Construction in its entirety, and replace with the following.

C. Deficient Traffic Control Operations.

1. **Traffic Control Quality and Compliance.** The following applies to all aspects of the traffic control plan and traffic control devices except the Type D lights on plastic drums which are covered elsewhere in the contract.

a. **Traffic Control not Anticipated in Design.** If at any time during the project, including the time during the seasonal suspension, the Engineer documents that the traffic control requires improvements beyond the scope of the Traffic Control Plan, the Engineer will provide written instructions to the Contractor and traffic control supplier what improvements are required. The Contractor must develop and submit to the Engineer for approval, a written implementation schedule for improvements. If the schedule is not approved, or if the schedule is approved but is not followed, the Department will adjust the contract according to subsection 812.03.C.1.c.iii. If the implementation schedule is not followed, the Engineer will notify the Contractor and traffic control supplier in writing that they are in violation of this subsection. The work of making traffic control Plan will be paid for as extra work.

b. As Designed Traffic Control. If at any time during the project, including the time during the seasonal suspension, the Engineer documents that the traffic control is deficient, inadequate or improperly placed, the Engineer will provide written notification with instructions for corrective action to the Contractor and traffic control supplier. Upon receipt of the notification of corrective action, the Contractor has 4 hours to correct the traffic control. If the traffic control cannot be corrected within the 4 hour time period, the Contractor will develop a written implementation schedule for the corrective action and submit the schedule to the Engineer for approval within 1 hour of receiving the written notification. If the schedule is not approved, or if the schedule is approved but is not followed, the Department will adjust the contract according to subsection 812.03.C.1.c.iii. If the implementation schedule is not followed, the Engineer will notify the Contractor and traffic control supplier in writing that they are in violation of this subsection.

c. **Corrective Action.** The Engineer will give written notification to the Contractor as identified above. Failure to make corrections within the timeframe required may result in the following actions by the Engineer:

- i. Stop work on the project until the Contractor completes corrective action,
- ii. Order corrective action by others in accordance with subsection 107.07, subsection 108.02, subsection 812.03.B, and in the interest of public safety.
- iii. A contract price adjustment will be made in the amount of \$100 per hour for every hour or portion thereof the improvements or corrective action remains incomplete as described herein. If improvements or corrections have not been made to the satisfaction of the Department, the contract will be adjusted until the traffic control is acceptable.

SPECIAL PROVISION FOR

MEASUREMENT AND PAYMENT OF TEMPORARY TRAFFIC CONTROL DEVICES

OFS:CRB

1 of 1

APPR:MWB:JJG:02-27-14 FHWA:APPR:03-04-14

Delete subsection 812.04.A.4, on page 624 of the Standard Specifications for Construction in its entirety.

Delete the second paragraph of subsection 812.04.C, on page 624 of the Standard Specifications for Construction in its entirety, and replace with the following:

The Engineer will measure **Sign**, **Type** ___, **Temp**, **Prismatic**, **Furn** as the total cumulative area of the maximum number of each sign legend that is in use during the course of the project unless previously paid. The unit price for **Sign**, **Type** __, **Temp**, **Prismatic**, **Furn** includes the cost of portable or driven sign supports.

Delete the second paragraph of subsection 812.04.D, on page 624 of the Standard Specifications for Construction in its entirety, and replace with the following:

The Engineer will measure **Sign**, **Type** ___, **Temp**, **Prismatic**, **Oper** as the total cumulative area of the maximum number of each sign legend that is in use during the course of the project unless previously paid.

SPECIAL PROVISION FOR MICRONIZED COPPER WATER BASED WOOD PRESERVATIVE SYSTEMS

OFS:SCK

1 of 1

APPR:KAS:DBP:03-27-12 FHWA:APPR:05-08-12

a. Description. Micronized copper water based wood preservative systems are an alternate to the preservative systems identified in section 912 of the Standard Specifications for Construction, except on wood posts used for signing. Micronized copper water based wood preservative systems are proprietary systems used to treat timber and lumber for resistance to insect attack, decay, and rot. Proprietary micronized copper based wood preservative systems are evaluated by the *International Code Council Evaluation Service, Inc (ICC-ES)*. This special provision covers the requirements for micronized copper azole (MCA) and micronized copper quaternary (MCQ).

b. Materials. *ICC-ES* requirements and specified commercial standards are incorporated herein by reference. Treated wood product reports issued by the *ICC-ES* as Evaluation Service Reports (ESRs) must be current as posted on the *ICC-ES* website <u>www.icc-es.org</u> and in compliance with AC326. The preservative(s) must not contain arsenic. The treated wood product's report must allow for the wood species and end use that is required by the project specifications. The Contractor must provide test data certification for each lot, that the treated timber and lumber meets the retention requirements of the current ESR for the appropriate *AWPA* Use Category.

Condition and treat timber and lumber for above ground use to the minimum preservative retention in the *ICC-ES* evaluation report corresponding to *AWPA* Use Category 4A (UC4A). Condition and treat timber and lumber for ground contact to the minimum preservative retention in the *ICC-ES* evaluation report corresponding to *AWPA* Use Category 4B (UC4B).

Condition and treat all round posts, except northern white cedar, to the minimum preservative retention in the *ICC-ES* evaluation report corresponding to *AWPA* Use Category 4B (UC4B).

Incorporation of timber and lumber treated to the preservative retention in *AWPA* Use Category 3B (UC3B) or less is not permitted. Timber and lumber placed in violation of this special provision is cause for removal and replacement at the contractor's expense. No pay adjustments will be allowed for incorporation of timber and lumber treated to UC3B preservative retention. Removal is required.

c. Construction. Use stainless steel fasteners or hot dipped galvanized fasteners in accordance with *ASTM A 653*, batch or post-dipped process, with a minimum coating thickness of 1.85 oz of Zinc per square foot of surface area (G185). Do not mix fastener types. Do not use aluminum fasteners. Aluminum must not be in direct contact with treated wood. Non metallic spacers are to be used where contact with aluminum could occur.

d. Measurement and Payment. Payment is included in other items of work.

SUPPLEMENTAL SPECIFICATION FOR ERRATA TO THE 2012 STANDARD SPECIFICATIONS

1 of 30

08-01-17

Page	Subsection	Errata
3	101.02	Modify the abbreviation reading "AIS" to read "AISI".
4	101.02	Delete the following abbreviations and the long forms MDELEG MDNRE Add the following abbreviations and the long forms MDNR Michigan Department of Natural Resources MDEQ Michigan Department of Environmental Quality MDLARA Michigan Department of Licensing and Regulatory Affairs NESC National Electrical Safety Code
27	103.02.B.2	Change the last sentence of the first paragraph to read "For decreases below 75 percent, the maximum allowable payment for work performed, including any adjustment, will not exceed an amount equal to 75 percent of the original contract quantity times the contract unit price."
34	104.05	The first sentence of this subsection should read "If the Contractor performs unauthorized work (work performed without the inspections required by the contract, extra work performed without Department approval, work performed contrary to the inspectors direction, or work performed while under suspension by the inspector), the Engineer may reject the unauthorized work."
46	104.12	Add the following to the end of the first paragraph "The use of right-of- way in wetlands and floodplains, or the crossing of water courses by construction equipment is prohibited."
53	105.09	Add the following to the end of the second paragraph "Any specifically produced material not purchased by the Department, will remain the Contractors and must be removed from the project prior to final acceptance."
56	107.02.B.2	This sentence should read "U.S.Army Corps of Engineers' Section 404, Dredge and Fill; and Section 10, Navigable Waterway."
56	107.02.B	Add the subsection reading as follows: "3. U.S. Coast Guard Section 9, Navigable Waterway."
		Change "MDNRE" to "MDEQ" in this subsection.

Page	Subsection	2 of 30 Errata	12SS-001A-14 08-01-17
64	107.12	Change the first sentence of the first paragraph t "For protection of underground utilities and in acc 174, the Contractor must notify Miss Dig at least Saturdays, Sundays and holidays, before beginn areas where public utilities have not been previo	to read: cordance with 2013 PA 3 work days, excluding ning each excavation in usly located."
65	107.15.A	Change "MDNRE" to "MDEQ" in four instances i	n this subsection.
66	107.15.A.3	Add the following to the end of the paragraph "N from the MDNR is required for any open burning is not snow covered. Any individuals that allow in violation of the Natural Resources and Enviro and will be required to reimburse the costs of sup	Note that a burn permit y whenever the ground a fire to escape will be nmental Protection Act opressing the wild fire."
67*	107.16	The third sentence should read "In State Forest contact the local Unit Manager, Forest Manage regarding the work to be performed within or adja	s, the Contractor must ment Division, MDNR, cent to the forest land."
		Delete the last sentence of the first paragraph of	this subsection.
80	108.08.F	Delete the second paragraph in its entirety.	
80	108.08.G	Add the following new subsection: "G. The Contractor may propose and the E another equitable method, supported by an a determine time extensions for any of the excu subsection 108.08.	ngineer may approve cceptable rationale to isable delays listed in
83	108.10.C	Change the last sentence of the first paragraph t "The liquidated damages may contain one or damages added together."	o read: more components of
83	108.10.C.1	In Table 108-1 delete the last row of the table following: ≥50,000,000 4,50	and replace it with the
102	109.05.E.1	Change the second sentence of the third paragra "Provide the content specified in subsection applicable items in this statement and as follows	aph to read: 109.05.D.11 for the ."
107	150.04	Change the following pay item reading "Mobiliza "Mobilization, Max (dollar)" at nine locations thro	ation, Max" to read ughout the subsection.
112	201.03.A.3.b	Change "MDNRE" to "MDNR" in three instances	in this subsection.
150	208.01	Change "MDNRE" to "MDEQ" in this subsection.	
180	308.03.A	Change the first sentence of the second paragra	ph to read:

		3 of 30 08-01-17
Page	Subsection	Errata
		"Do not operate equipment required to place backfill directly on geotextile products."
185	401.03.A	Change the first sentence of the second paragraph to read: Where unstable soil conditions, or obstructions other than rock, require excavation of the trench below the elevation detailed on the plans; undercut, backfill, and compact the trench as directed by the Engineer.
188	401.03.H	Change the second sentence of the paragraph to read "Jack steel pipes in place in accordance with subsection 401.03.G".
189	401.03.N	Add the following sentence to the end of the first paragraph "Where possible, maintain the stream flow thru a temporary channel or temporary culvert."
		The second sentence of the second paragraph should read "Direct water from the dewatering operations through a filter bag before discharging to an existing drainage facility."
189	401.04	Change the fourth pay item from the end of the list to read as follows: "Culv, Reinf Conc Ellip, (shape) CI, (rise) inch x (span) inch".
190	401.04	Change the fourth pay item from the end of the list to read as follows: "Steel Casing Pipe, inch, Tr Det"
195	402.03.C	Change the third sentence of the first paragraph to read as follows: "Wrap pipe joints, with a diameter greater than 24 inches, using geotextile blanket."
200	402.04	Change the third pay item from the top of the list to read as follows: "Sewer, Cl, inch, Jacked in Place"
200	402.04.A	Change the last sentence of the subsection to read as follows: "The unit price for Sewer and Sewer , Reinf Conc , Ellip includes the cost of excavation, backfill, geotextile blanket and mandrel testing."
201*	402.04.H	Change the last sentence of the first paragraph to read "The Department will not make an adjustment in the pay items of Minor Traf Devices or Traf Regulator Control ."
208	403.04.D.3	Change the sentence to read: "Removing and replacing pavement adjacent to the adjusted cover per Standard Plan R-37 Series."
218	406.03.A.2	Change the first sentence of the first paragraph to read: "Design precast box culverts less than 10 feet in span length measured along the centerline of the roadway in accordance with current AASHTO LRFD Bridge Design Specifications and ASTM C 1577."
		Add the following sentence to the end of the first paragraph:

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		"Design precast box culverts greater than or equal to 10 feet length measured along the centerline of the roadway for HL-93 live load."	in span Modified
219	406.03.B	Change the first sentence of the first paragraph to read: "Submit shop drawings for culverts greater than or equal to 1 span length measured along the centerline of the roadway Engineer, for review and approval in accordance with su 104.02."	0 feet in y to the Ibsection
219	406.03.C.1	Change the second sentence of the first paragraph to read: "Before manufacture, perform load ratings on precast three-sic or box culverts greater than or equal to 10 feet in span length m along the centerline of the roadway, in accordance with the A Manual of Bridge Evaluation, Section 6, Part A, the Michigan Analysis Guide current at the time load rating is performed, Michigan Structure Inventory and Appraisal Guide."	led, arch leasured AASHTO n Bridge and the
223	406.03.G	Add the following after the first sentence of the second paragra "Where possible, maintain the stream flow thru the existing temporary channel, or temporary culvert."	aph: channel,
224	406.03.G	Replace the fifth paragraph of this subsection with the following "The Contractor may use cast-in-place wing walls, headware aprons, as alternatives to precast wing walls, headwalls, and Attach cast-in-place wing walls or headwalls as shown on the drawings."	j: alls, and aprons. he shop
225	406.03.G.2	Change the third sentence of the first paragraph to read: "Before placing the open-graded aggregate 34R, compact the aggregate 6A using at least three passes of a vibratin compactor."	e coarse ng plate
226	406.03.G.2	Change the first sentence of the second paragraph of this subs read: "Fill the space between the box culvert joints during placement sections with closed-cell rubber extrusion type gaskets in acc with ASTM C 990."	ection to nt of box cordance
226	406.04.A.9	Change the sentence to read: "Providing plan modifications including design, additional plan q and pay items to accommodate any changes to the precast shown on the plans."	uantities units as
226*	406.04.A	Add the following paragraph after the last paragraph of the sub "The substructure design is specific to the three-sided or arc detailed on the plans. The Contractor must use approved MDO ⁻ vendors qualified in Hydraulics, Geotechnical Engineering S and Short and Medium Span Bridges to perform the required de	section: h culvert T service Services, esign and

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Page	Subsection	Errata plan modifications, as directed by the Engineer, if the Contractor se a culvert shape different than shown on the plans."	ects
227	406.04.B	Add the following new item in the list of items in this subsection:2. Headwalls, wingwalls, aprons, and curtain walls, precast or ca place;	st-in-
		Renumber the exist items 2 through 4 in this list to read 3 through	5.
		Delete existing item numbered 5 and replace with the following: 6. Inserts for bars and connection hardware; and	
		Renumber the existing item 6 in this list to read 7.	
227	406.04.B	Delete the first and second paragraphs following the list of items in subsection and replace with the following: "The Department will pay separately for cast-in-place concrete, than for culvert segments, wing walls, and headwalls; excava protective coating; providing and placing backfill material; by quantity in accordance with subsection 109.01.A."	n this other ation; plan
239	501.03.C.6	The first sentence of this subsection should read "Except as specific subsection 501.03.C.4, removing HMA surface applies to remove HMA overlying a material designated for removal or that is requiring remain in place."	ied in oving ed to
247	501.03.O	Change footnote e in Table 501-5 to read: "Flushing severe enough to significantly affect surface friction (Fr Number <35)."	iction
249	501.04.H	The first sentence of this subsection should read "The Engineer measure, and the Department will pay for removing HMA surfac greater than 12 inches thick, overlying a material designated for rem or that is required to remain in place, as HMA Surface, Rem ."	er will e, no noval
		The second paragraph of this subsection should read "The Engineer measure, and the Department will pay for removing HMA sur greater than 12 inches thick, overlying a material designated for rem or that is required to remain in place, as Pavt, Rem in accordance subsection 204.04."	er will face, noval è with
257	503.03.E	Delete this subsection in its entirety.	
265	504.03.E.3	Delete this subsection in its entirety.	
269	504.04.A	This subsection should read "The unit prices for Micro-Sur regardless of the type required, include cleaning existing paver applying a bond coat; temporary pavement markings; static corrective action; and traffic control to complete corrective action."	face, ment; oning;

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Page 299	Subsection 601.04	Errata In table 601-2 delete the row for Grade P-NC concrete in its e	entirety.
300	601.04	In table 601-2, the first sentence of footnote b. should read: "Use coarse aggregate 6A, 6AA or 6AAA for Grades P1, P2 a	ind M."
		In table 601-2, footnote c. should read: "The mix design basis for bulk volume (dry, loose) of course a per unit volume of concrete is 72% for Grade P1; 74% for Gra	aggregate ade P2."
308	602.03.F	Note c. in Table 602-1 should read "Refer to Section D6 of the Quality Assurance Procedures Manual for inspection procedu	Materials ire."
320	602.04.C.3	The last paragraph in this subsection should read "If the approves a substitution of a higher concrete grade for a les (e.g., P1 for P2), the Department will pay for the higher grade or using the original bid and pay items of the lesser grade."	Engineer ser grade f concrete
327	603.02	Change the second material in the list to read: "Concrete, Grade P-NC	603"
		Change the third material in the list to read: "Base Course Aggregate, 4G, 21AA, 22A	902"
334	603.03.B.10	Change the last sentence of the second paragraph to read " required curing compound in two coats, at a rate of at least 1 25 square yards for each coat."	Apply the gallon per
342	603.04.G.3	Change "D1" to "W" in two instances in this subsection.	
351	701.04	Replace Tables 701-1A and 701-1B with the Table 701-1 belo	ow.
362	704.03.C	Change the last sentence in the first paragraph of this sub- read: "The Engineer will consider approval after receiving a MDEQ permits for the alternate method."	section to applicable
372	705.03.C.1	Add the following sentence after the first paragraph of this su "Do not drive piles within a radius of 25 feet of newly placed until the concrete attains at least 75 percent of its specified strength."	ubsection: concrete minimum
374	705.03.C.2.c	Change the last sentence of the second paragraph to read " piles to the minimum pile length or practical refusal, whi greater".	Drive test chever is
379	705.04	Change the fifth item down the list to read: "Pile, Galv (Structure No.)"	
380	705.04	Change the last item in the list to read: "Pile Driving Equipment, Furn (Structure No.)"	

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383	706.02	The fourth paragraph following the list of materials should read "Provide AASHTO M 270, Grade 36 steel, meeting the requirements of ASTM A 786, galvanized in accordance with section 707, for expansion joint cover plates. Provide plates at least 3/8 inch thick. Use plates with a slip resistance equal to or greater than those meeting the requirements of ASTM A 786 and must be approved by the Engineer. Provide ASTM F 593 (Type 304) stainless steel, 3/4-inch or 1/2-inch diameter, flathead countersunk screws with 3/4-inch or 1/2-inch diameter inserts for use in expansion joint cover plates."
389	706.03.D.4.b	Change the first sentence of the fourth paragraph to read "Design forms, form supports, and attachments to carry dead loads, and resultant horizontal loads due to forming of cantilever overhangs."
390	706.03.E.4	Change the forth sentence of the first paragraph to read: "Use wire ties to secure all bar intersections for the top mat. Use wire ties to secure all bar intersections for other mats where the product of the length and width of bar intersection spacing exceeds 120 square inches."
391	706.03.E.8	Change the first sentence of the second paragraph of this subsection to read: "Patch sawed or sheared ends and visible defects in accordance with ASTM A 775."
392	706.03.E.8	Change the last sentence of the third paragraph of this subsection to read: "Coat mechanical splices after splice installation in accordance with ASTM A 775 for patching damaged epoxy coating."
394	706.03.H.1	Delete the last paragraph on page 394 and replace it with the following: "Do not cast sidewalk, curb, or barrier pours until the deck concrete attains at least the minimum specified 7-day flexural or compressive strength, and after completion of the 7-day continuous wet cure. The forming of succeeding portions may occur, provided the wet cure is maintained."
406*	706.03.N.1.b	Add the following to the end of the last paragraph of the subsection: "Do not discontinue wet cure nor cast succeeding portions onto the bridge deck prior to completion of the 7-day two-phase continuous wet cure. Ensure excess or ponding cure water is removed prior to casting of succeeding structure portions."
416	707.03.C.1	Change the title of the subsection from "Shop Plans to read "Shop Drawings".
		Change the second sentence of this subsection to read: "Do not use design drawings in lieu of shop drawings."

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420	707.03.C.17	Change the second sentence in the first paragraph of this subsection to read: "Tap oversized galvanized nuts in accordance with ASTM A 563 or AASHTO M 292 and meet Supplementary Requirement S1 of ASTM A 563 or AASHTO M 292."
430	707.03.D.7.b	Delete the first sentence of the last paragraph of this subsection.
430*	707.03.D.7.b	Change the title of the Table 707-4 to read: "Minimum Bolt Tension for ASTM F 3125 Grade A 325"
430	707.03.D.7.b	Change "104,000" to "103,000" in the last row under the column titled Minimum Bolt Tension.
431	707.03.D.7.c	Add the following sentence to the end of the first paragraph of this subsection:
		"If using impact wrenches, provide wrenches sufficient to tighten each bolt in approximately 10 seconds."
431*	707.03.D.7.c	Change the first sentence of the second paragraph to read: "Do not reuse ASTM F 3125 Grade A 325 bolts and nuts"
434	707.04.A	Change the first sentence of the first paragraph of this subsection to read: "The Engineer will measure structural steel by the calculated weight of metal in the finished structure, excluding filler metal in welding, as shown on the shop drawings or working drawings."
438	708.03.A.2	Change the title of the subsection from "Shop Plans to read "Shop Drawings".
		Change the first sentence to read: "Submit shop drawings in accordance with subsection 104.02."
		Change the fourth sentence to read: "Do not start production until the Engineer approves the shop drawings."
441*	708.03.A.11	Change the last sentence of the first paragraph to read "Cure concrete at temperatures from 70 °F to 150 °F until concrete attains the release strength shown on the shop drawings".
441	708.03.A.11	Change the fourth sentence of the fourth paragraph to read "Do not exceed a maximum concrete temperature of 150 °F during the curing cycle."
458	711.03.A	Change the first sentence in the first paragraph to read: "Shop drawings for structural steel and pipe railings are not required."
460	711.04.A	Change the second sentence of the first paragraph to read:

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		"The unit price for Bridge Barrier Railing includes the cost of p steel reinforcement, providing and placing concrete, constructing and forming, finishing, curing and protecting the concrete."	placing joints,
461	711.04.F	The title of this subsection should read "Reflective Marker, Perm Barrier."	anent
467	712.03.C	Add the following to the end of the third paragraph of the subsect "Notify the Engineer of any saw cuts in the top flange. Saw cuts to or less than 1/32 inch deep in steel beams must be repair grinding, to a surface roughness no greater than 125 micro-inch inch rms, and tapering to the original surface using a 1:10 slope cuts in excess of 1/32 inch deep in steel beams require a welded to be submitted to the Engineer for approval. Weld in accordance subsection 707.03.D.8 and provide adequate notice to allo Engineer to witness the repair work. Inspect and test all saw cut r (including grinding repairs) using ultrasonic testing in accordance 707.03.D.8.c at no additional cost to the Department."	tion: equal red by es per . Saw repair ce with w the repairs ce with
471	712.03.J	Add the following to the end of the second paragraph of the subs "Select adhesive anchor systems from the Qualified Products Lis	ection: t."
471	712.03.J.1	Delete the first paragraph in this subsection and replace it with following: "Propose complete details of drilling, cleaning, and be systems for anchoring reinforcement and submit for the Engli approval before use. The minimum embedment depth must be times the anchor diameter for threaded rod or bolt and twelve time anchor diameter for reinforcing bar. Propose a drilling method that not cut or damage existing reinforcing steel. Prepare at least threat tests per anchor diameter and type in the same orientation in whice will be installed on the existing structure, on a separate concrete in the presence of the Engineer. The Engineer will proof the proposed systems. The Engineer will base approval of the and system on the following criteria:"	ith the onding ineer's e nine les the at does e proof ch they block, est the choring
471	712.03.J.2	Change the third sentence of the first paragraph to read: "Use a tension testing device for unconfined testing, in accordance ASTM E 488."	ce with
473	712.03.L.2	Change the first sentence in the second paragraph of this subsect read: "If using epoxy coated steel reinforcement, epoxy coat mech reinforcement splices in accordance with ASTM A 775."	tion to
473	712.03.L.3	Delete the existing first sentence in the first paragraph.	
473	712.03.L.3	Change the third sentence of the first paragraph to read "Provide test splices on the largest bar size."	two
473*	712.03.L.3	Change the sentence beginning "Demonstrate to the to read:	

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Page	Subsection	"Demonstrate to the Engineer that splices ha percent of the bar yield strength and high str strength of 150 percent of the bar yield stren	ave a tensile strength of 125 ength splices have a tensile ngth."
488	713.02	Add the following as subsection 713.02.C: "C. Structural Steel for Retrofitting and V steel material used for retrofitting and v members as defined in subsection 707.01 Charpy V-Notch impact test requirements."	Velded Repairs. Structural welded repairs of primary I.B must meet longitudinal
501	715.02	Add the following material reference above " "Sealant for Perimeter of Beam Plates	the two existing items: 713"
508	715.03.D.1	Add the following sentence after the subsection: "Apply sealant for perimeter of beam p subsection 713.03.F."	second paragraph of the plates in accordance with
515	716.03.A	Delete the second paragraph of this subsec	tion in its entirety.
		Change the last sentence of the last paragread: "Provide a primer dry film thickness for the and 10 mils."	graph of this subsection to top flange between 4 mils
519	716.04	Change the second sentence of the first par read: "The unit price for Field Repair of Damage includes the costs of making field repairs t system; prime coat surfaces and exposed s washers; and repairing stenciling."	agraph of this subsection to ed Coating (Structure No.) o the shop applied coating surfaces of bolts, nuts, and
521	717.04.B	This subsection should read "The unit Assembly includes the cost of providing an and, if necessary, the lower bracket to the d	price for Drain Casting nd installing the downspout rain casting."
522	718.02	Change the section number "906" in the thir "919."	d material in the list to read
533	718.04	Delete the following pay item from the list: Temp Casing	Foot
533	718.04.B.2	Delete this subsection in its entirety.	
533	718.04.B.3	Renumber this subsection as follows: "2. Permanent Casing."	
540	802.04	Change "Non reinf" in the last pay item of th	e list with "Nonreinf".
545*	803.04.E	Change the second sentence of the second	paragraph to read:

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Page	Subsection	Errata "The unit price for Railing for Steps includes the cost of providing, fabricating, installing, and grouting the railing."
560	807.04	Delete the following pay item from the list: Guardrail Buffered EndEach
560	807.04.B	Change the fifth paragraph of this subsection to read: "The Engineer will measure Guardrail Salv and Guardrail, Mult, Salv along the face of the rail (one face for multiple beams), including terminals and end shoes."
567	808.04.C	Change the first paragraph of this subsection to read: "The Department will not pay separately for protective fence required in accordance with subsection 104.07."
569	809.04.A	Change the first sentence to read: "The unit price for Field Office, CI includes the cost of setup, providing access, grading, maintaining, plowing snow, and utility hook- up charges."
570	809.04.B	Delete the existing second and third sentences in the first paragraph and replace them with the following: "The unit price for Field Office, Utility Fees includes the cost of monthly usage fees for electricity, gas, telephone service and charges, fuel for the stove, monthly water and sanitary service."
570	809.04.B	Change the existing fourth sentence in the first paragraph to read: "The Department will reimburse the Contractor for monthly usage fees for electricity, gas, telephone, water and sanitary charges incurred by the Department."
575	810.03.K	Change the subsection to read "K. Drilled Piles for Cantilever and Truss Foundations. Construct drilled piles for cantilever and truss foundations in accordance with section 718."
578	810.03.N.2	Add the following sentence after the first sentence of the second paragraph on this page: "Mark each nut and bolt to reference the required rotation."
584	810.04	Delete the last pay item in the list: Truss Fdn Anchor Bolts, ReplaceEach
585	810.04.B.1	Change the second paragraph to read: "The unit prices for Fdn, Truss Sign Structure Type, inch Dia, Cased and Fdn, Cantilever Sign Structure Type, inch Dia, Cased include the cost of concrete, slurry, steel reinforcement, permanent casings, anchor bolts, excavation, and disposal of excavated material."
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Page 585	Subsection 810.04.B.2	Errata Change the second sentence of the first paragraph to read: "The unit prices for Fdn, Truss Sign Structure Type, inch Dia, Uncased and Fdn, Cantilever Sign Structure Type, inch Dia, Uncased include the cost of concrete, slurry, steel reinforcement, temporary casings, anchor bolts, excavation, and disposal of excavated material."
596	811.03.G	Delete this subsection in its entirety.
597*	811.03.H	Rename this subsection as follows: "G. Raised Pavement Marker (RPM) Removal."
597*	811.04	Change "Crosshatching" in the last pay item of the list on this page to "Cross Hatching".
598*	811.04	Delete the following pay items from the list: Pavt Mrkg, (material), 4 inch, SRSM, (color)Foot Pavt Mrkg, (material), 4 inch, SRSM, 2 nd Application, (color)Foot
		Add the following pay items to the list: "Pavt Mrkg, Polyurea, (legend)Each Pavt Mrkg, Polyurea, (symbol)Each"
		Change the sixth item down the list to read: "Pavt Mrkg, Polyurea, inch, Cross Hatching, (color)"
		Change the eleventh item down the list to read: "Rem Curing Compound, for Longit Mrkg, inchFoot"
599	811.04.B	Delete this subsection in its entirety.
599	811.04	Rename the following subsections as follows: "B. Call Back. C. Pavement Marking Removal. D. Material Deficiency."
602	812.03.D	Change the first sentence to read "Provide and maintain traffic control devices meeting the requirements in the ATSSA Quality Guidelines for Work Zone Traffic Control Devices and Features."
603	812.03.D.1	The last sentence on this page should read "Lay the sign behind the guardrail, with the uprights pointing downstream from the traffic, and place the support stands and ballasts close to the guardrail."
604	812.03.D.2	The first sentence of the fourth paragraph should read "Do not use burlap or similar material to cover Department or Local Government owned signs."
604	812.03.D.5	The fifth sentence of the first paragraph should read "Do not mix drums and cones within a traffic channeling sequence."

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605	812.03.D.6.b	Change the first sentence of the first paragraph to read: "The Department will allow the nighttime use of 42-inch channelizing devices, in the tangent area only, on CPM and pavement marking of any duration where the use of plastic drums restricts proposed lane widths to less than 11 feet, including shy distance."
605	812.03.D.7	Add the following sentence after the first sentence of the first paragraph: "Place a shoulder closure taper in advance of the lighted arrows placed on the shoulders."
607	812.03.D.9	Delete the second paragraph of this subsection and replace with the following: "Link sections together to fully engage the connection between sections. Maintain the barrier with end-attachments engaged and within 2 inches of the alignment shown on the plans."
608	812.03.D.10.b	Delete the second sentence of the second paragraph of this subsection beginning with "Install sand module attenuators"
608	812.03.D.10.b	Add the following sentence after the second paragraph of this subsection: "Install impact attenuation devices as shown on the plans, as directed by the Engineer, or both."
609	812.03.D.10.e	Delete the second paragraph of this subsection.
613*	812.03.D.14.a.iii	Change the sentence in this subsection to read "Place a terminal end shoe, in accordance with Standard Plan R-66-Series, and of appropriate type based on existing guardrail, on both blunt guardrail ends."
615	812.03.F	The second sentence of the second paragraph of this subsection should read: "The Contractor may use a Type R temporary pavement marking cover, per subsection 812.03.D.12 when authorized by the Engineer."
616	812.03.F.2	The last sentence of the first paragraph should read: "If the removal equipment cannot collect all removal debris, operate a self-propelled sweeper capable of continuously vacuuming up the removal debris immediately behind the removal equipment."
617	812.03.G.3	The first sentence of the second paragraph should read: "Sweep the shoulder and remove debris prior to placing traffic on the shoulder and throughout the time the shoulder is used to maintain traffic."
617	812.03.G.4.a	Delete "48 inch by 48 inch" from the first sentence of this subsection.
618*	812.03.G.7	The first sentence of the first paragraph should read: "Clean barrier reflectors, plastic drums, 42 inch channelizing devices, tubular markers, signs, barricades, and attached lights in operation on the project to ensure they meet required luminosity."

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619	812.03.G.8	The second sentence of the third paragraph from the end of the subsection should read: "Illuminate traffic regulator stations at night per subsection 812.03.H."
621	812.03.1.6	Delete "48 inch by 48 inch" from the second sentence of this subsection.
622*	812.03.J	The second paragraph should read "Apply one 2-inch wide horizontal stripe of red and white conspicuity tape along at least 50 percent of each side of, and across the full width of the rear of the vehicle or equipment."
622	812.04	Change the second item down the list to read: "Traf Regulator Control"
		Change the sixth item down the list to read: "Sign Cover, Type I"
626	812.04.I	Change the reference "812.04.E" in the first sentence to "812.04.D".
628	812.04.M.4	Add the following as the first sentence of this subsection: "The Engineer will not measure a temporary barrier ending move as Conc Barrier Ending, Temp, Relocated if it involves work defined in subsection 812.04.M.3."
629	812.04.N.1	Change the reference "811.04.D" in the second paragraph of this subsection to read "811.04.C".
630	812.04.S	Change the first sentence to read: "The Department will not make additional payments for traffic regulating, signing, arrow boards, and lighting systems for traffic regulator stations operated at night due to a temporary PTS system failure."
634	813.03.C.3	Change the reference "903.07.A" in the paragraph of this subsection to read "907.07.B".
646	815.04	Change the first, third and fourth pay items in the list to read: "Site Preparation, Max (dollar) Lump Sum Watering and Cultivating, First Season, Min (dollar) Lump Sum Watering and Cultivating, Second Season, Min (dollar) Lump Sum"
646	815.04.C.1	Change the following pay item reading: "Watering and Cultivating, First Season, Min. (dollar)" to read "Watering and Cultivating, First Season, Min (dollar)" at two locations throughout the subsection.
646	815.04.C.1.b	Delete this subsection in its entirety.
646	815.04.C.1.c	Rename this subsection to read: "b. Removal and disposal of unacceptable plants."
646	815.04.C.2	Change the following pay item reading: "Watering and Cultivating, Second Season, Min. (dollar)" to read "Watering and Cultivating,

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		Second Season, Min (dollar)" at three locations throughout the subsection.
647	815.04.C.2	Change the last paragraph of this subsection to read: "For each unacceptable plant identified, the Engineer will calculate a 50 percent reduction in the unit price for the relevant (Botanical Name) pay item, and will process a negative assessment for each unacceptable plant for that amount."
650	816.03.B	Delete the first paragraph of this subsection and replace with the following: "Conduct soil tests when called for in the contract or when directed by the Engineer. Provide soils tests results to the Engineer when testing is required. Provide and place fertilizer as indicated below and as indicated in the soils tests, if required."
650	816.03.B.1	Change the sentence to read: "For Class A fertilizer, evenly apply 176 pounds of chemical fertilizer nutrient per acre on a prepared seed bed."
650	816.03.B.2	Change the sentence to read: "For Class B fertilizer, evenly apply 120 pounds of chemical fertilizer nutrient per acre on a prepared seed bed."
650*	816.03.B.3	Change the sentence to read: "For Class C fertilizer, evenly apply 80 pounds of chemical fertilizer nutrient per acre on established turf."
663*	819.01	Delete the first paragraph in the subsection and replace it with the following: "This work consists of providing operating electrical and lighting units; removing, salvaging, or disposing of existing electrical and lighting components; excavating, backfilling, restoring the site in accordance with section 816; and disposing of waste excavated materials. Complete this work in accordance with this section, section 820, and the contract and to the requirements of the NEC, the National Electrical Safety Code, and the MDLARA for those items not identified in the contract."
		Change the third sentence of the second paragraph in this subsection to read: "Contact the MDLARA for electrical service inspection and pay the applicable fees."
671	819.03.F.1	Change the paragraph to read: "Install light standard foundations as shown on the plans and the standard plans, as applicable."
673	819.03.G.4.b	Change the last sentence of the first paragraph to read: "Tighten the anchor bolts to a snug tight condition as described in the third paragraph of subsection 810.03.N.2 ensuring the lock washer is completely compressed."

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673	819.03.G.4.b	Delete the first two sentences of the second paragrap the following:	h and replace with
		"Tighten bolts connecting the pole to the frangible ba condition. Snug tight is the tightness attained by a impact wrench, or the full effort of a person using wrench. The lock washers must be fully compressed	ise to a snug tight few impacts of an an ordinary spud ."
678	819.04	Change the ninth pay item in the list to read: "DB Cable, 600V, 1/C# (size)	Foot"
678*	819.04	Delete the last item in the list on this page reading: "DB Cable, in Conduit, 600 Volt, (number) 1/C# (size)	Foot"
679	819.04	Change the first pay item in the list to read: "DB Cable, in Conduit, 600V, 1/C# (size)	Foot"
679	819.04	Change the sixth pay item in the list to read: "Cable, P.J., 600V, 1, (size)	Foot"
680	819.04	Change the first paragraph to read: "Unless otherwise required, the unit prices for the pay subsection include the cost of excavation, granular and disposal of waste excavated material. If the include pay items for restoring the site in kind in accord 816, the Department will consider the cost of restorate pay items listed in this subsection."	items listed in this material, backfill, contract does not dance with section ion included in the
680	819.04.A	Add the following paragraph after the first paragraph "The unit prices for Conduit, Rem include the cost of number, and size of conduit shown on the plans."	of the subsection. removing the type,
		Change the third paragraph of the subsection to read "The unit prices for Conduit , (type) , inch and Conduit , (number) , inch include the cost of installing the ty size of conduit shown on the plans, and installing mat	: nduit, DB, pe, number, and rking tape."
681	819.04.B	Change the last paragraph of the subsection to read: "The unit price for DB Cable, in Conduit, Rem include removing all cables from the existing conduit measure of conduit."	les the cost of ed per lineal foot
681	819.04.C	Change the first paragraph of the subsection to read: "The unit prices for Cable, Rem and Cable, (type), R cost of dead ending, circuit cutting, installing guying, leave circuits operable, and disposing of the removed hardware, and other appurtenances."	em include the work required to l cables, wire,
681	819.04.D	Change the first paragraph of the subsection to read: "The unit price for Cable, Pole, (type), Disman ind dismantling and off-site disposal of the following:"	cludes the cost of

Page	Subsection	17 of 30 08-01-17 Errata
685	820.01.D	Change the sentence to read: "Excavate, backfill, restore the site in kind in accordance with section 816, and dispose of excess or unsuitable material;"
688	820.03.C	Change the seventh paragraph of this subsection to read: "Tighten top anchor bolt nuts, snug, in accordance with the first four paragraphs of subsection 810.03.N.2, except beeswax will not be required."
696	820.04	Add the following pay items to the list: "Pedestal, Pushbutton, AlumEach Pedestal, Pushbutton, RemEach"
697	820.04.A.2	Change the sentence to read: "If the contract does not include pay items for restoring the site in kind in accordance with section 816, the Department will consider the cost of restoration included in the pay items listed in this subsection."
698	820.04.B	Delete the second paragraph of this subsection found on this page.
698	820.04.C	Change "Fdns" to read "Fdn" in four instances in this subsection.
701	820.04.J.3	Change the sentence to read: "Installing wires in the saw slots and to the handholes;"
701.	820.04.J	Add the following as a new subsection: "7. A 3/4 inch minimum flexible conduit (non-metallic and rated for underground use) from the pavement to the handhole."
706	821.01.B	Change the website address listed after the second paragraph on this page to read: " <u>http://www.ngs.noaa.gov/heightmod/GuidelinesPublications.shtml</u> "
711	822.03.B	Change the second paragraph to read: "If corrugations are required on concrete shoulders and the method of installation is not shown on the plans or directed by the Engineer, construct corrugations by grinding, or cutting."
718	823.03.U	Change "MDNRE" to "MDEQ" in four instances in this subsection.
720	823.04	Change the pay item seventh from the bottom of the list to read: "Water Shutoff, Adj, Temp, Case"
730	824.03.Q	Change the third sentence of the fourth paragraph to read: "Ensure placement of monumentation in accordance with section 821."
730	824.03.Q	Change the first sentence of the last paragraph to read: "The Department will not pay for work dependent on lost or destroyed stakes until the Contractor replaces the stakes."

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732	824.04	Change the first sentence of the first paragraph following the list of pay items to read: "If the Engineer determines the Contractor will perform staking as extra work, the Department will pay for staking in accordance with section 103."
733	824.04	Change the left column header in Table 824-2 to read: " Percent of Original Contract Amount Earned"
739	902.02	Change the last aggregate testing description to read: "Determining Specific Gravity and Absorption of Fine AggregatesMTM 321"
742	902.03.C.1.a	Change the sentence to read: "Coarse aggregate includes all aggregate particles greater than or retained on the 3/4-inch sieve."
742	902.03.C.2.a	Change the sentence to read: "Intermediate aggregate includes all aggregate particles passing the 3/4-inch sieve through those retained on the No. 4 sieve."
742	902.03.C.2.b.iii	Change the sentence to read as follows: "Maximum Loss by Washing per MTM 108 of 3.0 percent".
744	902.07	Delete the fourth paragraph of the subsection and replace it with the following: "The Engineer will only allow the use of granular material produced from crushed portland cement concrete for embankment and as trench backfill for non-metallic culvert and sewer pipes without associated underdrains. However, granular material produced from crushed portland cement concrete is not permitted as swamp backfill, nor within the top 3 feet below subgrade regardless of the application.
746*	902.11	Change the Item of Work by Section Number column in Table 902-1 for the 6AA row to read: "406, 601, 602, 706, 708, 806".
		Change the Item of Work by Section Number column in Table 902-1 for the 6A row to read: "206, 401, 402, 406, 601, 602, 603, 706, 806".
		Change the Item of Work by Section Number column in Table 902-1 for the 34R row to read: "401, 404, 406".
751*	902.11	Replace Table 902-6 with the Table 902-6 below.
751	Table 902-7	Under the Material column in the fourth row change the "FA2" to read "2FA".
751	Table 902-7	Under the Material column in the fifth row change the "FA3" to read "3FA".

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Page	Subsection	19 of 30 08-01- Errata	17
752	Table 902-8	Under the Material column in the fourth row change the "FA2" to real "2FA".	ad
752	Table 902-8	Under the Material column in the fifth row change the "FA3" to real "3FA".	ad
761	Table 904-2	Delete the footnote f and any other reference to footnote f from the tab	le.
767	905.03	Change the first sentence of the first paragraph to read: "Deformed bars, must meet the requirements of ASTM A 706, ASTM A 615, or ASTM A 996 (Type R or Type A only) for Grade 60 steel bars, unless otherwise required".	\$
767*	905.03	Change the first sentence of the second paragraph to read: "Unless otherwise specified, spiral reinforcement must meet the requirements of plain or deformed Grade 40 steel bars of ASTM A 615, ASTM A 98 (Type A), or the requirements of cold-drawn wire of ASTM A 1064".	; 96
767	905.03	Change the first sentence of the third paragraph to read: "B reinforcement for prestressed concrete beams must meet the requirements of ASTM A 996 (Type R) for Grade 60 steel bars, exce the Engineer will allow bar reinforcement that meets the requirement of ASTM A 615 or ASTM A 996 (Type A) for Grade 40 steel bars for stirrups in prestressed concrete beams".	ar he pt nts for
768	905.03.C	Change the first sentence in the subsection to read: "Epoxy coated steel reinforcement, if required, must be coated accordance with ASTM A 775, with the following exceptions an additions."	in nd
768	905.03.C.3	Change the first sentence of this subsection to read: "Include written certification that the coated reinforcing bars we cleaned, coated, and tested in accordance with ASTM A 775 with the coating applicator."	ere he
768	905.05	Change the first sentence of the first paragraph to read: "Deformed step bars must meet the requirements of ASTM A 706 or the requirement for Grade 40, Grade 50, or Grade 60 of ASTM A 615 or ASTM A 99 (Type R or Type A only)".	el ts 96
768	905.06	Delete this subsection in its entirety and replace it with the following: "Deformed wire fabric for prestressed concrete and fabric for concre- pavement reinforcement must meet the requirements of ASTM A 100 and fabricated as required."	ete 64
772*	906.07	Change the first paragraph to read: "High-strength bolt fasteners for structural joints must meet the requirements of ASTM F 3125 Grade A 325 Type 1 bolts. High-streng nuts for structural joints must meet the requirements of ASTM A 50	he jth 63

D	Out a still su	20 of 30	08-01-17
Page	Subsection	Grade DH or AASHTO M 292 Grade 21 structural joints must meet the requirement circular, beveled, clipped circular, and clip	H. High-strength washers for nts of ASTM F 436 Type 1 for oped beveled washers."
		Change the second sentence of the subsection to read: "Galvanized nuts must be tapped oversize 563 and meet Supplementary Requir Rotational Capacity Test for Coated Nuts	second paragraph of this e in accordance with ASTM A rements S1, Lubricant and and S2, Lubricant Dye."
777*	907.03.D.2.a	Change the first sentence of the second p "Angle sections must be nominal 2½ inch	paragraph to read: by 2½ inch by ¼ inch."
777*	907.03.D.2.b	Change the first sentence of the first para "Angle section braces must be nominal 1 or nominal 2 inch by 2 inch $^{3}/_{16}$ inch."	graph to read: ¾ inch by 1¾ inch by ¼ inch
782	908.04	Change the first sentence of the first paread: "Steel castings for steel construction mu ASTM A 148 for Grade 60/90 carbon stee plans, unless the Engineer approves an a	ragraph of this subsection to ust meet the requirements of el castings, as shown on the lternate in writing."
783*	908.09.A	Change the title of this subsection and the "A. Base Plates, Angle, and Nor Galvanized base plates, angle, rail splic post elements must meet the requirement 123".	e first sentence to read n-Tubular Post Elements. re elements, and non-tubular rs of ASTM A 36 and ASTM A
783*	908.09.B	Change the title of this subsection and the "B. Rail Elements and Tubular Post E tubular post elements must meet the required B and subsection 908.09.B and be a ASTM A 123".	e first sentence to read Iements. Rail elements and uirements of ASTM A 500, for galvanized in accordance with
784*	908.09.C	Change this subsection to read: "C. Hardware. Railing anchor studs mu ASTM A 449 Type 1. Heavy hex nuts m ASTM A 563. Bolts, used as rail fasteners of ASTM F 3125 Grade A 325, Type 1. V bolts must meet the requirements of ASTI for the railing hand hole screws must mee 276, Type 304. All nuts must meet the r Grade DH or AASHTO M 292 Grade 2H. A requirements of ASTM F 436. Lock was helical spring washers meeting the requi 1972. Bolts, nuts, washers and other galvanized in accordance with AASHTO I be tapped oversize in accordance with	ast meet the requirements of ust meet the requirements of where called for, round head M A 449 Type 1. The material t the requirements of ASTM A sequirements of ASTM A 563 All flat washers must meet the shers must be steel, regular, irements of ANSI B18.21.1 - hardware must be hot-dip M 232. Galvanized nuts must h ASTM A 563, and meet

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Page	Subsection	Errata Supplementary Requirements S1, Lubricant and Rotational Capa Test for Coated Nuts, and S2, Lubricant Dye."	ıcity
784	908.11.A	Change the first sentence of the first paragraph to read: "Steel beam sections, backup elements, terminal end shoes, a special end shoes must meet the requirements of AASHTO M 180, Class A guardrail."	and , for
785*	908.11.B	Change the second paragraph to read: "Bolts, nuts, and round washers for guardrail, other than at bridge bar railings, must meet the requirements of ASTM A 307 (Grade A), AS A 563 (Grade A with Supplementary Requirements S1 of ASTM A 56 and ASTM F 436, respectively."	rrier STM 63),
		Change the third paragraph to read: "Washers, other than round washers, for guardrail must meet requirements for circular washers in ASTM F 436 except that dimensions must be as shown on the plans."	the the
		Change the fifth paragraph to read: "Bolts, nuts, and washers for connections at bridge barrier railings m conform to ASTM F 3125 Grade A 325 Type 1 galvanized high-stren structural bolts with suitable nuts and hardened washers."	าust าgth
787	908.14.B	Add the following sentence to the end of the third paragraph of subsection: "Exposed threaded ends of anchor bolts must be galvanized a minim of 20 inches."	this านm
		Change the sixth paragraph in this subsection to read: "Provide washers meeting the requirements of ASTM F 436 for circl washers."	ular
787	908.14.B	Change the second sentence of the fourth paragraph to read "A coating, the maximum limit of pitch and major diameter for bolts wit diameter no greater than 1 inch may exceed the Class 2A limit by greater than 0.021 inch, and by no greater than 0.031 inch for b greater than 1 inch in diameter".	ofter th a no olts
787*	908.14.C	Change the first paragraph to read "Provide either four or six h strength anchor bolts per the contract plans, meeting the mechan requirements of ASTM F 1554, for Grade 105, with each standa Anchor bolts for traffic signal strain poles must meet the requirement of subsection 908.14.B with the following exceptions and additions:"	nigh nical ard. ∍nts "
789	909.03	Change the second sentence of the second paragraph to read: "As an alternative to the AASHTO M 36 requirements for metal pipe, Contractor may use gasket material meeting the low temperat flexibility and elevated temperature flow test requirements of ASTM	the ture M C

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-		990, excluding the requirements for softening point point."	, flashpoint and fire
793	909.06	Change the first sentence of the second paragraph read:	of this subsection to
		"Provide Corrugated Polyvinyl Chloride Pipe (CPV) meeting the requirements of AASHTO M 304."	and required fittings
793*	909.05.D	Change the second sentence of the paragraph continuous welded joint to create a watertight casin withstanding handling and installation stresses. Pe by the SMAW process using E7018 electrodes."	to read "Provide a og that is capable of erform field welding
794*	909.08.A	Change the first sentence to read: "Provide bridge deck downspouts of PE pipe meetir of ASTM F 714, PE 4710, DR 26."	ng the requirements
804	Table 909-9	In the note area at the bottom of the table change th second note from "c." to "b.".	e designation of the
811	910.04	Add the following sentence to the end of this subsec "Fabricate silt fence according to subsection 916.02	ction: "
814	Table 911-1	In the 4 th row of the 5 rows in the table change the "Total Organic Content (TOC)" to read "Total Organ	e Property listed as ic Carbon (TOC)".
829*	912.08.K	Replace Table 912-10 with the Table 912-10 below.	
833*	913.03.B	Change the first sentence of the first paragraph to re "Clay brick, to construct manholes, catch basins, an must meet the requirements of ASTM C 32, for Gra	ead: d similar structures, de MS."
837*	914.04	Add the following as subsection 914.04.C: "C. Lubricant-Adhesive for Neoprene Joint Se adhesive must be a single-component moisture-or and aromatic hydrocarbon solvent mixture meeting A I. Ship in containers plainly marked with the lot or b material and date of manufacture. Store at tempe and 80°F. Do not exceed 12 months shelf-life prior	als . The lubricant- curing polyurethane ASTM D 2835, Type batch number of the ratures between 58 to use."
840	914.08	Change the first sentence of the second paragraph bars for end-of-pour joints must consist of bars of length shown on the plans meeting the requirement ASTM A 706, or ASTM A 996 (Type R or Type A or	to read: "Straight tie If the diameter and hts of ASTM A 615, Ily)".
840*	914.09.A	Change the first sentence of the first paragraph to rea for longitudinal pavement joints must consist of bars length shown on the plans meeting the requirement ASTM A 706, or ASTM A 996 (Type R or Type A or	ad: "Straight tie bars of the diameter and hts of ASTM A 615, lly)".

An asterisk (*) indicates an entry which has been revised from an earlier version of this Supplemental Specification.

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Page 840	Subsection 914.09.B	Errata Change the first sentence of the first paragraph to read: "Bent tie bars for bulkhead joints must consist of bars of the diameter and length shown on the plans."
841	914.12	In the first sentence of this subsection change "AASHTO Division II" to read "AASHTO LRFD Bridge Construction Specifications".
841*	914.13	In the first sentence of this subsection change "ASTM D 1248, for Type III, Class B" to read "ASTM D 4976, Group 2, Class 4, Grade 4".
844	916.01.A	Change the first sentence to read: "Cobblestone must consist of rounded or semi-rounded rock fragments with an average dimension from 3 inches to 10 inches."
845	916.01.D.1	Change the second sentence to read: "Checkdams for ditch grades 2 percent or greater must be constructed using cobblestone or broken concrete ranging from 3 inches to 10 inches in size."
851*	917.10.B.1	Delete the paragraph and replace it with the following: "1. Class A. Provide and apply Class A chemical nutrient fertilizer either according to MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass, except the maximum single application rate of nutrient will be 48 pounds per acre, when soil tests are required or as indicated in subsections 917.10.B.1.a and 917.10.B.1.b."
851	917.10.B.1	Add the MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass, found below, after the first paragraph of this subsection.
853	917.15.B.1	Change the second sentence of the subsection to read: "The net must meet the requirements of subsection 917.15.D and be capable of reinforcing the blanket to prevent damage during shipping, handling, and installation."
857	918.01	Add the following two paragraphs following the first paragraph of this subsection: "Wall thickness and outside diameter dimensions must conform to ASTM D 1785 for smooth-wall schedule 40 and 80 PVC conduit material. The Department will allow no more than 3 percent deviation from the minimum wall thickness specified.
		Wall thickness range must be within 12 percent in accordance with ASTM D 3035 for smooth-wall coilable schedule 40 and 80 PE conduit."
858	918.01.E	Delete the first three sentences of the second paragraph shown on page 858.
863	918.06.F.1	Delete the third paragraph in this subsection in its entirety and replace it with the following:

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Page	Subsection	Errata "Provide smooth or deformed welded wire fabric in accordance with
		ASTM A 1064."
864	918.07.C	Change the first sentence of the first paragraph to read: "Provide anchor bolts, nuts, and washers meeting the requirements of subsection 908.14.A and subsection 908.14.B."
864	918.07.C	Delete the second sentence of the second paragraph.
864	918.07.C	Change the third sentence to read: "Provide anchor bolts threaded 4 inches beyond the anchor bolt projection shown on the plans."
867	918.08.C	Change the last sentence of the first paragraph on this page to read: "Galvanize bolts, nuts, washers, and lock washers as specified in subsection 908.14.B."
867	918.08.C	Change the last sentence of the subsection to read: "Provide each frangible base with manufacturer access covers as shown on the plans."
867*	918.08.D	Delete this subsection in its entirety and replace with the following: "Provide galvanized anchor bolts, studs, nuts, couplings, and washers in accordance with subsection 908.14."
879	918.10.J	Change the third sentence of the second paragraph of this subsection to read: "Provide anchor bolts and associated nuts, washers, and hardware meeting the requirements of subsection 908.14."
887	919.06	Change the second paragraph to read: "Shims must be fabricated from brass shim stock or brass strip meeting the requirements of ASTM B 36, for copper alloy UNS No. C26000, half- hard rolled temper, or fabricated from galvanized sheeting meeting the requirements of ASTM A 653, for Coating Designation G 90."
887	919.07.C	Change the sentence to read: "Galvanized high-strength steel bolts, nuts, and washers for connecting arm connection flanges must meet the requirements of subsection 906.07."
903	921.03.D	Delete the last three sentences of the first paragraph of this subsection.
914	921.05.D	Change the first sentence of this subsection to read: "Provide anchor bolts meeting the requirements of subsection 908.14.C, including elongation and reduction of area requirements."
916	921.07	Change the first sentence of the first paragraph to read: "Provide LED case signs internally illuminated by LEDs and changeable message case signs internally illuminated with LED light sources."

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936	922.04.B	In the first sentence of the first paragraph change the "R-52" to "R-126".
936	922.04.B	Add the following to the end of the first paragraph: "Hardware used to connect the end section to the barrier must meet the requirements of NCHRP 350 or MASH (Test Level 3 or higher)."
936	922.04.B	In the first sentence of the second paragraph delete "R-52".
936	922.04.B	Change the fourth paragraph of this subsection to read as follows: For all endings requiring impact attenuators provide a NCHRP-350 Test Level 3 or MASH Test Level 3 approved impact attenuation system, unless otherwise approved by the Engineer.
953*	Pay Item Index	Delete the following pay item reading: "DB Cable, in Conduit, 600 Volt, (number) 1/C# (size)678 819"
957	Pay Item Index	Delete the following pay item from the list: Guardrail Buffered End
960	Pay Item Index	Change the following pay item to read: "Mobilization, Max (dollar)107 150"
961	Pay item Index	Delete the following pay items from the list: Pavt Mrkg, (material), 4 inch, SRSM, (color)598811 Pavt Mrkg, (material), 4 inch, SRSM, 2 nd Application, (color)598811
961	Pay Item Index	Change the following pay items in the list to read: Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, (color) Pavt Mrkg, Polyurea, inch, Cross Hatching, (color)
		Add the following pay items to the list: "Pavt Mrkg, Polyurea, (legend)
962	Pay Item Index	Change the following pay items in the list to read: "Pile Driving Equipment, Furn (Structure No.) Pile, Galv (Structure No.)"
963	Pay Item Index	Change the following pay item to read: "Rem Curing Compound, for Longit Mrkg, inch598 811"
964	Pay Item Index	Change the following pay item to read: "Sewer, Cl, inch, Jacked in Place200 402" "Sign Cover, Type I
965*	Pay Item Index	Change the following pay item in the list to read:

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		"Steel Casing Pipe, inch, Tr Det Site Preparation, Max (dollar)646	815"
966	Pay Item Index	Delete the following pay item form the list; Temp Casing533	718
967*	Pay Item Index	Delete the following pay item from the list; Truss Fdn Anchor Bolts, Replace584	810
967	Pay Item Index	Change the following pay item in the list to read: "Traf Regulator Control"	
968*	Pay item Index	Change the following pay item in the list to read: "Water Shutoff, Adj, Temp, Case Watering and Cultivating, First Season, Min (dollar)646 Watering and Cultivating, Second Season, Min (dollar)646	815 815"
993	General Index	Change "Shop Plans (see Plans and Working Drawings)" to read Drawings (see Plans and Working Drawings)".	"Shop

Table 701-1													
					Concrete	Structure Mix	tures						
					Slu (inc	mp hes)			Min	imum Streng	th of C	oncrete	e (f)
Cement Content per cvd (b.c)			Type MR. F. or G Admixtures (a)			Flexural (psi)			Compressive (psi)				
Concrete Grade (e,h)	Section Number Reference (i)	lb	sack	Type A, D or no Admixture	Before Admixture	After Admixture (Type MR)	After Admixture (Type F or G)	7 Day	14 Day	28 Day (Class Design Strength)	7 Day	14 Day	28 Day (Class Design Strength)
D (a)	706, 711, 712	658 (d)	7.0	0 - 3	0 - 3	0 - 6	0 - 7	625	700	725	3,200	4,000	4,500
S1	705	611	6.5	3 - 5	0 - 3	3 - 6	3 - 7	600	650	700	3,000	3,500	4,000
Т	705, 706	611	6.5	3 - 7	0 - 4	3 - 7	3 - 8	550	600	650	2,600	3,000	3,500
S2 (a)	401, 705, 706, 712, 713, 801, 802, 803, 810	564 526 (d)	6.0 5.6	0 - 3	0 - 3	0 - 6	0 - 7	550	600	650	2,600	3,000	3,500
S3	402, 403, 803, 804, 806	517 489 (d)	5.5 5.2	0 - 3	0 - 3	0 - 6	0 - 7	500	550	600	2,200	2,600	3,000
 Unless otherwise required, use Coarse Aggregate 6AA or 17A for exposed structural concrete in bridges, retaining walls, and pump stations. Do not place concrete mixtures containing supplemental cementitious materials unless the local average minimum temperature for the next 10 consecutive days 													

b. Do not place concrete mixtures containing supplemental cementitious materials unless the local average minimum temperature for the next 10 consecutive days is forecast to be above 40 °F. Adjustments to the time required for opening to construction or vehicular traffic may be necessary. Cold weather protection may be required, as described in the quality control plan. The restriction does not apply to Grade S1 concrete in foundation piling below ground level or Grade T concrete in tremie construction.

c. Type III cement is not permitted

d. Use admixture quantities specified by the Qualified Products Lists to reduce mixing water. Admixture use is required for Grade D, Grade S2, and Grade S3, concrete with a reduced cement content. Use a water-reducing retarding admixture at the required dosage for Grade D concrete to provide the setting retardation required. When the maximum air temperature is not forecast to exceed 60 °F for the day, the Contractor may use a water-reducing admixture or a water-reducing retarding admixture. Ensure Grade D concrete in concrete diaphragms contains a water-reducing admixture, or a water-reducing retarding admixture. For night casting, the Contractor may use a water-reducing admixture in lieu of water-reducing retarding admixture, provided that the concrete can be placed and finished prior to initial set.

e. The mix design basis for bulk volume (dry, loose) of coarse aggregate per unit volume of concrete is 68% for Grade S1, and 70% for Grade D, Grade S2, Grade T, and Grade S3.

f. The Contractor may use flexural strength to determine form removal. Use compressive strength for acceptance in other situations.

- g. MR = Mid-range.
- h. The Engineer will allow the use of an optimized aggregate gradation as specified in section 604.
- . Section Number Reference:
 - Culverts 711 Concrete Sidewalk, Sidewalk Ramps, and Steps 401 Bridge Railings 803 Concrete Barriers and Glare Screens Bridge Rehabilitation-Concrete 402 Storm Sewers 712 804 Bridge Rehabilitation-Steel 403 Drainage Structures 713 806 **Bicycle Paths** 705 Foundation Piling 801 Concrete Driveways Permanent Traffic Signs and Supports 810 706 Structural Concrete Construction 802 Concrete Curb. Gutter and Dividers

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	Table 902-6												
	Superpave Final Aggregate Blend Physical Requirements												
		Percent Crushed Minimum Criteria		Fine Aggregate Angularity Minimum Criteria		% Sand Equivalent Minimum Criteria		Los Angeles Abrasion % Loss Maximum Criteria		% Soft Particles Maximum Criteria (b)		% Flat and Elongated Particles Maximum Criteria (c)	
Est. Traffic (million	Mix	Top & Leveling	Base	Top & Leveling	Base	Top & Leveling	Base	Top & Leveling	Base	Top & Leveling	Base	Top & Leveling	Base
LJAL)	Type	0001365	Course	0001565	course	Courses	course	0001565	course	0001565	course	0001565	course
< 0.3	LVSP	55/—	—	—	—	40	40	45	45	10	10	—	—
< 0.3	E03	55/—				40	40	45	45	10	10		_
<u>></u> 0.3 -<1.0	E1	65/—		40	—	40	40	40	45	10	10	_	—
<u>></u> 1.0 - < 3	E3	75/—	50/—	40(a)	40(a)	40	40	35	40	5	5	10	10
<u>></u> 3 - <10	E10	85/80	60/—	45	40	45	45	35	40	5	5	10	10
<u>></u> 10 - <30	E30	95/90	80/75	45	40	45	45	35	35	3	4.5	10	10
<u>></u> 30 - <100	E50	100/10 0	95/90	45	45	50	50	35	35	3	4.5	10	10

(a) For an E3 mixture type that enters the restricted zone as defined in Table 902-5, the minimum is 43. If these criteria are satisfied, acceptance criteria and associated incentive/disincentive or pay adjustment tied to this gradation restricted zone requirement included in contract, do not apply. Otherwise, final gradation blend must be outside of the restricted zone.

(b) Soft particles maximum is the sum of the shale, siltstone, ochre, coal, clay-ironstone and particles that are structurally weak or are non-durable in service.

(c) Maximum by weight with a 1 to 5 aspect ratio.

Note: "85/80" denotes that 85 percent of the coarse aggregate has one fractured face and 80 percent has at least two fractured faces.

Table 912-10 Minimum Retention Requirements							
Preservative	Mini	imum Retention,	num Retention, (pcf)				
	Guardrail Posts	Sign Posts	Blocks				
Pentachlorophenol	0.60	0.50	0.40	A6			
CCA, ACZA	0.60	0.50	0.40	A11			
ACQ (a)	0.60	Not Allowed	0.40	A11			
CA-B (a)	0.31	Not Allowed	0.21	A11			
CA-A (a)	0.31	Not Allowed	0.15	A11			
Other Waterborne preservativesAWPA Commodity Specification A, Table 3.0, Use Category 4BAWPA Commodity Specification A, Table 3.0, Use Category 4AA11 Commodity Specification A, Table 3.0, Use Category 4A							
a. Non-Metallic washers or spacers are required for timber and lumber treated with ACQ or CA placed in direct contact with aluminum. Do not use with sign posts.							

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MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass 3/8/2012

		Sand based rootzone establishment	Golf greens and tees est. or mature; Kentucky bluegrass or perennial ryegrass athletic fields est. or mature; sand based rootzone mature	Lawns, golf course fairways; establishment or mature	Establishment without soil test
Bray P1, Mehlich 3 Soil Test Value (ppm): pH<7.4	Olsen Soil Test Value (ppm) pH>7.4	Recommendation (lbs. P2O5/1000 ft.2)	Recommendation (lbs. P2O5/1000 ft.2)	Recommendation (lbs. P2O5/1000 ft.2)	Recommendation (lbs. P2O5/1000 ft.2)
0	0	4.4	3.4	2.5	
2	1.3	4.1	3.1	2.2	
4	2.7	3.9	2.7	1.9	
6	4	3.6	2.4	1.6	
8	5.3	3.4	2.0	1.3	0 5 11
10	6.7	3.1	1.7	1.0	2.5 lbs. year (Maximum single
12	8	2.8	1.4	0.7	application of 1.5
14	9.3	2.6	1.0	0.4	lbs.)
16	10.7	2.3	0.7	0.1	
18	12	2.1	0.3	0.0	109 lbs/acre year
20	13.3	1.8	0.0		(maximum single
22	14.7	1.5			lbs/acre)
24	16	1.3			
26	17.3	1.0			
28	18.7	0.8			
30	20	0.5			
32	21.3	0.2			
34	22.7	0.0			

Web resources: <u>www.turf.msu.edu</u> or <u>www.bephosphorussmart.msu.edu</u>

AMENDMENTS TO MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION

The Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction are intended for use on this project, but may be modified in the Contract Documents of amended as shown below and as shown in the Notice to Bidders, Supplemental Specifications, and Special Provisions, for the protection and benefit of the **OWNER**.

The following amendments are made to the MDOT 2012 Standard Specifications for Construction:

Division 1 Delete the following sections:

- 102 Bid Submission, Award and Execution of Contract
- 103 Scope of the Work
- 104 Control of the Work
- 105 Control of Materials
- **106** Quality Assurance Acceptance Program
- **107** Legal Relations and Responsibilities to the Public
- **108** Prosecution and Progress
- **109** Measurement and Payment

CITY OF ANN ARBOR

SPECIAL PROVISION FOR MAINTAINING TRAFFIC

ROWE: COAA

1 of 2

06-12-18

a. Description. This work shall consist of detouring pedestrian traffic for the boardwalk reconstruction at the Riverside Park, City of Ann Arbor (T2S, R06E), Washtenaw County.

1. General. The Contractor shall close the pedestrian path in Riverside Park between Wall Street and Broadway Street and detour pedestrian traffic in accordance with section 812 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, including any Supplemental Specifications, and as specified herein. All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 edition.

The Contractor shall coordinate this work with any other Contractors performing work within the Construction Influence Area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and other orderly progress of the contract work. There will be no additional compensation for any coordination required with other projects. The Contractor's attention is directed to section 104.08 of the MDOT 2012 Standard Specifications for Construction.

All work shall be conducted between the hours of 7 a.m. and 7 p.m., unless otherwise stated in the MDOT 2012 Standard Specifications for Construction. Night work shall be permitted only at the discretion of the Engineer. Any additional cost for maintaining traffic during night time hours and additional equipment needed for night work shall be borne by the Contractor.

Once the detour is initiated, work shall be continuous until completed.

All local noise and dust control ordinances shall apply to this project.

The Contractor shall furnish, place, maintain, move, and remove all signs, barricades, lights, sign supports, and other devices required for traffic control during construction. The Contractor is expected to perform inspections of the traffic control prior to starting and then again prior to quitting for that work day. Inspections of the traffic control each day shall be considered inclusive to applicable operating pay items.

2. Construction Influence Area (CIA). The CIA for this project shall consist of the width of the pedestrian pathway and the width of the right-of-way on streets along the detour route, from a point where advance construction warning signing begins to a point where it ends.

3. Traffic Restrictions. No work will be conducted during weekends or holiday periods unless otherwise approved by the Engineer.

4. Maintaining Traffic. Pedestrian traffic along the posted detour route shall be maintained at all times.

5. Traffic Control Devices. All traffic control devices and their usage shall conform to the MMUTCD, 2011 edition, and as specified herein.

All temporary signs shall be constructed with legends and symbols flush to the signs face and not extending beyond the sign borders or edges. All temporary signs that will be in place for more than 14 days or signs that are part of a detour route shall be mounted on driven posts per MDOT Traffic and Safety Work Zone Device Special Detail WZD-100-A. All other temporary signs may be installed on portable supports. Where signs are no longer applicable, they shall be removed or have their legends completely covered with plywood or an approved equal. Bolts, nails, plastic, burlap, and duct tape are not to be used.

Temporary signs used for traffic control shall be Type B, prismatic, temporary with a 7-foot bottom height, installed as shown in MDOT Traffic and Safety Work Zone Device Special Detail WZD-125-E, unless otherwise directed by the Engineer.

Contractor shall install pedestrian barricades around construction to prohibit pedestrians from trying to cross.

The Contractor shall routinely maintain the traffic control devices. Routine maintenance includes, but is not limited to: maintaining proper placement and alignment, weighing with sand bags, and replacing damaged devices.

Maintaining Traffic sign quantities have been estimated based on the application of typical figures, depending on the Contractor's operations and staging some duplicate temporary traffic control devices may be omitted, as approved by the Engineer.

b. Materials. The materials shall be in accordance with the requirement of section 812 of the MDOT 2012 Standard Specifications for Construction.

c. Construction Methods. All work shall conform to the requirements of section 812 of the MDOT 2012 Standard Specifications for Construction.

d. Measurement and Payment. Payment for maintaining traffic items shall be in accordance with section 812 of the MDOT 2012 Standard Specifications for Construction, unless otherwise specified. Payment shall be based on field measured quantities. The completed work including all materials, labor, and equipment, as measured, will be paid for at the contract unit price for the contract items (pay items).

It shall be the Contractor's responsibility to furnish, install, maintain, move and remove all traffic control devices necessary for maintaining traffic within the CIA.

Additional compensation shall not be made for unused quantities of traffic control and/or signing. The Maintaining Traffic pay items will be paid for at the contract unit price in accordance with the MDOT 2012 Standard Specifications for Construction, which shall be payment in full for all labor, material, and equipment need to accomplish this work.

Any additional signing or maintaining traffic devices required to expedite the construction shall be at the Contractor's expense.

CITY OF ANN ARBOR

SPECIAL PROVISION FOR CONC, GRADE S2, MODIFIED

ROWE: COAA

1 of 1

06-12-18

a. Description. This work shall consist of furnishing and installing concrete in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as modified herein.

b. Materials. Conc, Grade S2, Modified shall be constructed in accordance with sections 701 and 706 of the MDOT 2012 Standard Specifications for Construction with the following exception:

A 4-inch minimum sand base shall be constructed for all concrete compacted to 95 percent of maximum unit weight. Sand base shall be MDOT Class II granular material.

c. Construction. None specified.

d. Measurement and Payment. The completed work, as measured for Conc, Grade S2, Modified will be paid for at the contract unit price for the following pay item:

Pay Item

Pay Unit

Conc, Grade S2, Modified Cubic Yard

Conc, Grade S2, Modified will be measured in place by volume in cubic feet. Payment for the 4-inch minimum sand base shall be included in the contract unit price for **Conc, Grade S2, Modified**. The contract unit price for **Conc, Grade S2, Modified** includes compensation for excavation of subbase regardless of amount; preparation of the furnishing, placing and curing concrete; furnishing and placing expansion joints; joint sealant; furnishing and placing backfill regardless of amount; and cleanup. All grading required to meet ADA standards shall be included in the items listed above. All labor, equipment, and materials necessary to protect the concrete from weather damage and/or vandalism shall be considered included in the pay items above.

CITY OF ANN ARBOR

SPECIAL PROVISION FOR STRUCTURE, TIMBER, BOARDWALK

ROWE: COAA

1 of 3

06-12-18

a. Description. This work consists of providing all labor, materials, and equipment necessary to construct the boardwalk as shown on the plans; including all wood, hardware, fasteners, and related construction materials as called for on the plans. Ensure all work is done in accordance with this special provision and accompanying drawings, Local and State Codes, the Americans with Disabilities Act, and the Standard Specifications for Construction.

b. Materials. Provide materials in accordance with the following sections in the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction:

Miscellaneous Metals	908
Hardware	908
Structural Timber and Lumber	912

1. Lumber. All lumber must be dressed S4S (surfaced four sides) in accordance with *ASTM D245*. All lumber sizes are nominal. All exposed edges must be free from splinters and have sharp edges sanded smooth.

A. Wood Deck: 5/4-inch by 6-inch, Southern Pine No. 2, treated.

B. Wood Joists: 2-inch by 12-inch, Southern Pine No. 1, treated.

C. Wood Beams: 2-inch by 12-inch Southern Pine No. 1, treated.

D. Wood Blocking: 2-inch by 12-inch, Southern Pine No. 2, treated.

E. Wood Toe Board: 1-inch by 6-inch, Southern Pine No. 2, treated.

F. Wood Railing: 6-inch by 6-inch posts, Southern Pine No. 2, treated. 2-inch by 6-inch and 2-inch by 4-inch rails, recycled composite lumber.

G. Wood Preservative. Refer to the Special Provision for Micronized Copper Water Based Wood Preservative Systems. After treatment, re-dry to 19 percent maximum moisture content prior to shipping.

2. Metal Railing.

A. Top rail: Galvanized 1¹/₂-inch outer diameter steel pipe, black vinyl coated.

B. Fence: Vinyl coated wire fencing, schedule 20, 9.5 gauge (or equal).

3. Steel Plate. Checked or other raised anti-skid pattern steel plates shall be designed and detailed to cover open deck joints at approach ends. The plates shall be flush fastened with

removable screws or bolts, shall accommodate boardwalk expansion and contraction movement, and shall not project more than 1/8-inch above the finished top of deck.

4. Hardware. Provide all hardware and accessories required to properly and completely execute the carpentry for this project, including, but not limited to: screws, bolts, nuts, washers, straps, and similar items, whether specifically mentioned herein or not. Nails must not protrude through the backside of any member unless specifically noted in the contract.

A. Fasteners. Regular hexagon-head hot dipped galvanized *ASTM A307* steel bolts, nuts and washers; *ASTM A123* for bolts, and *ASTM A153* for washers.

B. Screws. Hot dipped galvanized, *ASTM A653*, batch or post-dipped process, with a minimum coating thickness of 1.85 ounces of Zinc per square foot of surface area (G185), of type and size indicated on the contract plans.

C. Joist Tie-Downs. Hot dipped galvanized, *ASTM A123*. Joist hanger for fastening joists to beams.

D. Submittals. Product data conforming to the materials listed above.

c. Construction. Furnish and install all materials in accordance with the plans, this special provision and sections 709 and 912 of the Standard Specifications for Construction. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit.

Framing Standard: Comply with American Wood Council/American Forest & Paper Association (AF&PA's) "Details for Conventional Wood Frame Construction".

Provide blocking as indicated. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects. Lumber with wane will not be allowed to be used for exposed edges of railing or deck materials. Comply with AWPA M4 for applying a field treatment of copper naphthenate to cut surfaces of preservative-treated lumber. Attach joists by using metal joist tie-downs as indicated on the plans. Install deck boards with annular rings downward. Do not install boards with knot holes or defects that will affect the walking surface.

Install the boardwalk within the construction area with the least amount of disturbance to the surrounding area as possible.

Submit the following to the Engineer for approval at least 14 calendar days prior to the start of construction. A detailed description of the construction procedures proposed for review, including a list of major equipment to be used. Work must not begin until submittal has been received and approved by the Engineer.

Field Storage and Handling. If products are stored temporarily at the job site after arrival, wood members must be placed on blocking, well off the ground and be separated by wood blocking so air can circulate around each member. Place water resistance paper over the top but do not use opaque polyethylene.

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

Pay Item	Pay Unit
Structure, Timber, Boardwalk	Foot

Structure, Timber, Boardwalk includes all miscellaneous metals and hardware to complete the work described herein. Payment for **Structure, Timber, Boardwalk** shall be measured along the project control line of the boardwalk.

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR TEMPORARY PEDESTRIAN TYPE II BARRICADE

OFS:RAL

APPR:CAL:CT:08-02-16

a. Description. This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian Type II barricade section as identified in the proposal or on the plans. Use temporary pedestrian Type II barricades to close non-motorized facilities including sidewalks, bicycle paths, pedestrian paths, and shared use paths that are not part of the roadway. One pedestrian Type II barricade is defined as a barricade section at least 43 inches wide, including all supports, ballast, and hardware.

b. Materials. Provide a temporary pedestrian Type II barricade that meets the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or Manual for Assessing Safety Hardware (MASH), in addition to meeting the following requirements:

1. Provide barricade sections at least 43 inches wide, designed to interconnect to ensure a continuous *Americans with Disabilities Act (ADA)* compliant tactile barrier. Ensure the connection includes provisions to accommodate non-linear alignment as well as variations in elevation at the installation area.

2. Ensure the top surface of the barricade is designed to function as a hand-trailing edge, and has a height between 32 and 38 inches. Ensure the lower edge of the barricade is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the barricade is a minimum of 8 inches above the surface of the non-motorized facility. The barricade may have a solid continuous face. Finally, all features on the front face of the barricade (the face in contact with pedestrians) must share a common vertical plane.

3. Equip both sides of the barricade with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the barricade section has a solid face. If the barricade consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of *ASTM D* 4956 Type IV sheeting.

c. Construction. Construct the temporary pedestrian Type II barricade in accordance with the manufacturer's recommendations, Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the barricade as shown on the plans and as directed by the Engineer. Interconnect all barricade sections using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the barricade is ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.

2. When the barricade is installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists.

3. When pedestrian Type II barricades are used to close a non-motorized facility, ensure a sufficient number of barricade sections are used to block the entire width of the facility. The barricade may extend outside the edge of the non-motorized facility but must not be less than the full width of the facility.

4. If sections of multiple colored barriers are used (i.e. safety orange and white) install the sections such that the colors alternate to increase conspicuity.

5. Ensure pedestrian Type II barricades are not used to close a motor vehicle facility. Ensure these barricades are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic.

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

Pay Item

Pay Unit

Pedestrian Type II Barricade, TempEach

Pedestrian Type II Barricade, Temp, includes all labor, equipment, and materials to furnish, install, maintain, relocate, and remove one barricade section that is at least 43 inches wide. Additional payment will not be made if wider sections are provided. This includes all rails, supports, ballast, hinge points, reflective sheeting, and miscellaneous hardware needed to install and maintain a barricade section.

CITY OF ANN ARBOR

SPECIAL PROVISION FOR SLOPE RESTORATION, MODIFIED

ROWE: COAA

1 of 1

06-12-18

a. Description. This work shall consist of grading areas that have been disturbed because of construction, and shall include: Topsoil Surface, 3 inches; Chemical Fertilizer Nutrients; Seeding; Mulch; Mulch Blankets; and High Velocity Mulch Blankets. The work shall be done in accordance with section 816 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

b. Materials. The materials shall be in accordance with Michigan Department of Transportation 2012 Standard Specifications for Construction section 816.

The topsoil shall consist of a uniform friable sand loam having an organic content of 5 to 20 percent, be free of refuse, toxic weed seed, stumps, roots, brush, stones (1 inch or more in diameter), clay lumps or similar objects as approved by the Engineer.

Chemical Fertilizer Nutrients shall be Class A, and applied at a rate of 228 pounds per acre.

Seeding shall be mix TDS (Turf Dry Sand), and applied at a rate of 220 pounds per acre.

Mulch, Mulch Blankets and High Velocity Mulch Blankets are to be placed in accordance with section 816.03

c. Construction Methods. Slope Restoration shall be constructed in accordance with section 816 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

d. Measurement and Payment. The complete work as measured for Slope Restoration will be paid for at the contract unit price for the following pay item:

Pay Item

Pay Unit

Slope Restoration will be measured by the square yard and will paid for at the contract unit price per square yard, which price shall be payment in full for all labor, equipment, and material needed to accomplish the work.

CITY OF ANN ARBOR SPECIAL PROVISION FOR HELICAL PILES

ROWE: COAA

a. Description. This work consists of designing, furnishing, installing, and load testing helical piles and bracket assemblies in accordance with the project plans, industry standard design methodology, the standard specifications, and this special provision. Install each helical pile at the location and to the elevation, minimum length, and load capacities shown on the plans.

The following definitions apply when used herein and on the plans:

1. Allowable Pile Capacity. Ultimate pile capacity divided by a factor of safety as designated on the plans. If the factor of safety is not designated on the plans then the factor of safety will be 2.0.

2. Alignment Load (AL). A small load applied to a helical pile during testing to keep the testing equipment correctly positioned.

3. Brackets. Cap plate or other termination device that is bolted, slipped over, or welded to the end of a helical pile after completion of installation, to facilitate attachments to structures or embedment in cast-in-place structures.

4. Designer. A Professional Engineer, licensed in the State of Michigan, who is retained by the Contractor and is responsible for the design and working drawings required herein.

5. Elastic Movement. The recoverable movement measured during a helical pile test.

6. Extension Section. Helical pile section(s), which follow the lead section into the ground and extend the helical lead to the appropriate depth. Extension section(s) consist of a central shaft and may have helical bearing plates affixed to the shaft.

7. Helical Pile. Manufactured steel foundation element with one or more helical bearing plates that is rotated into the ground to support structures. The element consists of a lead or starter section, extension section(s), brackets, and a pile cap.

8. Installation Torque. The resistance generated by a helical pile when installed into soil. The installation resistance is a function of the soil type and the size and shape of the various components of the helical pile.

9. Lead Section. The first section of a helical pile to enter the ground, lead sections consist of a central shaft with a tapered end and one or more helical bearing plates affixed to the shaft.

10. Manufacturer. The individual or legal entity that performs part of the work required through a contract agreement with the Contractor. This includes an individual or legal entity that owns the patent, product trademark, product copyright, or product name for the approved helical pile system.

11. Minimum Pile Penetration Elevation. The elevation shown on the plans to or below which the bottom of piles must be installed.

12. Shop Drawings. A submittal consisting of drawings and calculations related to the design, installation, and load testing of the helical pile system by the Contractor.

13. Torque Strength Rating. The maximum torque energy you can apply to the helical pile foundation during installation in soil, i.e., allowable or safe torque.

14. Unsupported Length. Unsupported shaft lengths shall include the length of the shaft in air, water, or in fluid soils.

15. Verification Load Test. A helical pile load test performed to verify the helical pile ultimate capacity based on the construction methods proposed. Verification load tests are performed on non-production piles, prior to installation of production piles.

b. Materials. Unless noted otherwise, it is the responsibility of the Contractor to select the appropriate type and design strength of helical plates, shaft connections, shafts, brackets, and the overall helical pile system to support the load capacities and criteria specified on the project plans. Materials used for helical piles must meet the requirements of ICC-ES AC358. In addition, all helical piles must be manufactured to the following criteria.

1. Central Steel Shaft. The central shaft must consist of high strength structural steel tube, pipe, or solid steel bars meeting the requirements of *ASTM A36*, *A 252 Grade 3*, *A500 Grade C*, or *A576 Grade 1045* or *Grade 1530*.

2. Helix Bearing Plate. Bearing plate material must conform to ASTM A572 Grade 50 or A1018 Grade 55.

3. Bolts, Nuts, and Washers. Must meet the material and hot-dip galvanizing requirements of subsection 906.07 of the MDOT 2012 Standard Specifications for Construction.

4. Brackets. Bracket must conform to ASTM A36, ASTM A572 Grade 50, or ASTM A958 Grade SC 1045. Piles must have U-shape bracket sleeves to mount lateral support beams for joist and deck structure.

5. Couplings. Couplings, if applicable, must conform to ASTM A958.

6. Corrosion Protection. At minimum, all helical piles and hardware must have corrosion protection consisting of hot-dip galvanization in conformance with *ASTMA153* and *ASTMA123*, as applicable.

c. Construction. Furnish, design, install and load test the helical piles in accordance with the project plans, this special provision, and the approved shop drawings.

1. Qualifications.

A. Manufacturer. The manufacturer must be a company specializing in the manufacturing and distribution of these products. Manufacturer's qualifications are to be submitted to the Engineer in accordance with subsection c.2.A of this special provision. The submittal must include:

(1) A product catalog and evidence showing the manufacturer has at least ten years of experience in the design and manufacture of helical piles.

(2) Current ICC-ES product evaluation report or complete description of product testing and engineering calculations used to assess product capacity.

B. Contractor. The Contractor performing the work described in the contract must be a company specializing in the installation of helical piles. The submittal must include:

(1) Evidence the Contractor has completed training in the proper methods for installation of helical piles and brackets.

(2) Documentation that the Contractor's fulltime onsite supervisor and drillers performing the work have completed at least ten projects and have three years of experience installing similar types of helical piles in similar subsurface conditions to this project. Documentation must, at minimum, include project name, description, dates, number and type of helical piles, project location, and client contact information.

(3) List of installation equipment and detailed description of proposed method of installation.

C. Designer. The design of the helical piles must be done by a licensed design professional specialized in the engineering and design of helical piles. The designer must have the following qualifications:

(1) A Professional Engineer licensed in the State of Michigan.

(2) Documentation indicating the designer has designed at least five projects utilizing helical piles. Documentation must, at minimum, include project name, description, dates, number and type of helical piles, project location, and client contact information.

2. Submittals.

A. Qualifications. Submit manufacturer, Contractor, and designer qualifications in accordance to subsections c.1.A, c.1.B, and c.1.C.

Submit to the Engineer three copies of the project reference list and a personnel list at least 30 calendar days before the planned start of helical pile construction. Provide a summary of each individual's experience in the personnel list and be complete enough for the Engineer to determine whether each individual satisfies the required qualifications. The Engineer will approve or reject the Contractor's and manufacturer's qualifications within 15 calendar days after receipt of a complete submission. Additional time required due to incomplete or unacceptable submittals will not be justification for time extension or impact or delay claims. All such costs associated with incomplete or unacceptable submittals are to be borne by the Contractor.

Work is not to be started, nor materials ordered, until the Engineer's written approval of the Contractor's, manufacturer's, and designer's experience and personnel qualifications is given. The Engineer may suspend the work if the Contractor uses non-approved personnel,

manufacturer or designer. If work is suspended, the Contractor is fully liable for all resulting costs, and no adjustment in contract time will accrue due to the suspension.

B. Shop Drawings. Prepare and submit to the Engineer shop drawings for the helical piles intended for use on the project at least 30 calendar days prior to start of installation. The shop drawings must include the following:

(1) Overall plan drawing showing helical pile location, number, and product identification number(s).

(2) Type and size of steel shaft and helix configuration (number and diameter of helix plates).

(3) Maximum allowable mechanical compression and tensile strength of the helical piles. Include the Torque Strength Rating.

(4) Helical piles respective design capacities from the drawings.

(5) Planned installation depth and cut-off elevation and the number and type of lead and extension sections.

(6) Designer's recommended allowable pile capacity to installation torque ratio and minimum final installation torque(s) for the helical test pile(s).

(7) Product identification numbers and designations for all the brackets and number and size of connection bolts or couplers. Details illustrating helical pile attachment to structure relative to grade beam, column pad, pile cap, etc.

(8) Corrosion protection coating on helical piles and bracket assemblies.

C. Design Calculations. The designer is to prepare and submit detailed design calculations to the Engineer for the helical piles intended for use on the project. Design must be in accordance with the AASHTO Standard Specifications for Highway Bridges and other published design methodologies as approved by the Engineer. All submittals must be sealed and stamped by the designer and submitted at least 30 calendar days prior to the start of installation. The analysis must take into account the notes and design details from the plans and must include, but is not limited to, the following items:

(1) Reduction in the dimensions of the structural elements based on anticipated corrosion loss over the design life for the subsurface and environmental conditions encountered at the project site.

(2) Ultimate and allowable pile capacities. Consider affects from down drag, buckling, and expansive soils.

(3) Minimum installation depth to reach bearing stratum and to achieve pullout capacity, if applicable. At a minimum, the top helical pile shall be installed below the frost depth of 42 inches below ground level.

(4) One hand calculation for a typical helical anchor location, which illustrates conformance of the computer programs utilized to design the axial pile capacity.

(5) Lateral resistance of the shaft, if applicable.

(6) Estimated pile head movement at the allowable pile capacities.

(7) Design the helical pile attachment to distribute the loads to the substructure and/or superstructure does not exceed those in the AASHTO Standard Specifications for Highway Bridges.

D. Calibration Reports. Submit to the Engineer calibration information certified by an independent testing agency for the torque measurement device. Calibration information must have been tested within 30 days of the start of helical pile installation. Calibration information must include, but is not limited to, the name of the testing agency, identification number or serial number of device calibrated, calibration data, and the date of calibration.

E. Installation Record. Submit to the Engineer a Daily Installation Log during helical pile installation. This log must contain the following information for each helical pile:

- (1) Name of project and Contractor.
- (2) Name of Contractor's supervisor during installation.
- (3) Date and time of installation.
- (4) Name and model of installation equipment and type of torque indicator used.
- (5) Location of helical pile by grid location or assigned identification number.

(6) Type and configuration of lead section with length of shaft and number and size of helical bearing plates.

(7) Type and configuration of extension sections, with length and number and size of helical bearing plates, if any.

- (8) Installation duration and observations.
- (9) Total length installed.
- (10) Final elevation of top of shaft and cut-off length, if any.
- (11) Final plumbness or inclination of shaft.
- (12) Installation torque at minimum 3-foot depth intervals.

(13) Final installation torque. The final torque shall be the average torque for the last 3 feet of penetration. The average torque shall be defined as the average of the last three readings recorded at 1-foot intervals.

(14) Comments pertaining to interruptions, obstructions, or other relevant information.

(15) Verified allowable pile axial load capacity.

3. Subsurface Data. Review the available soil boring logs from the subsurface investigation(s). Upon request, a copy of the geotechnical data report outlining the subsurface exploration conducted during the design phase will be provided. If, during construction, the Contractor determines the actual subsurface conditions differ substantially from those reported on the boring logs, notify the Engineer in writing within 48 hours of such determination.

The data indicated on the available boring logs are not intended as representation or warranties of continuity of such conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Additional soil test borings and other exploratory procedures may be performed by the Contractor at no additional cost to the Owner.

4. Installation Equipment. The equipment must be capable of applying adequate down pressure (crowd) and torque simultaneously to ensure normal advancement of the helical piles to the ultimate pile capacities and the minimum pile penetration elevation(s) as shown on the plans. The equipment must be capable of continuous position adjustment to maintain proper alignment and position.

A. Torque Motor. Helical piles are to be installed with high torque, low RPM torque motors, which allow the helical plates to advance with minimal soil disturbance. The torque motor must be hydraulically powered with clockwise and counter-clockwise rotation capability. The torque motor must be adjustable with respect to revolutions per minute during installation. Percussion drilling equipment is prohibited. The torque motor must have a minimum torque capacity 15 percent greater than the torsional strength rating of the central steel shaft to be installed for the project. The connection between the torque motor and the installation rig must have no more than two pivot hinges oriented 90 degrees from each other.

B. Drive Tool. The connection between the torque motor and helical pile must be inline, straight, and rigid, and must consist of a hexagonal, square, or round kelly bar adapter and helical shaft socket. To ensure proper fit, the drive tool must be manufactured by the helical pile manufacturer and used in accordance with the manufacturer's installation instructions.

C. Connection Pins. Attach the central shaft of the helical pile to the drive tool by smooth tapered pins matching the number and diameter of the specified shaft connection bolts. Maintain the connection pins in good condition allowing safe operations at all times. Inspect the pins regularly for wear and deformation. Replace pins with identical pins when worn or damaged.

D. Torque Indicator. Ensure the torque indicator is capable of providing continuous installation torque measurement during installation. Ensure the torque indicator is capable of torque measurements of 500 foot-pounds or less. Calibrate torque indicators that are mounted in-line with the installation tooling either on-site or at an appropriately equipped test facility. Re-calibrate indicators that measure torque as a function of hydraulic pressure following any maintenance performed on the torque motor. Re-calibrate torque indicators if, in the opinion of the Engineer, reasonable doubt exists as to the accuracy of the torque measurements. If recalibration is directed by the Engineer in writing and the calibration is off

by less than 500 foot-pounds, the recalibration will be paid for as extra work. Otherwise, recalibrations will be paid for by the Contractor at no cost to the Owner.

5. Installation Procedures. The helical pile installation technique is to be determined by the Contractor such that it is consistent with the geotechnical, logistical, environmental, and load carrying conditions of the project.

A. Position the lead section at the location depicted on the working drawings. Battered helical piles can be positioned perpendicular to the ground to assist in initial advancement into the soil before the required batter angle is established. The equipment must be capable of continuous position adjustment to maintain proper helical pile alignment. Apply constant axial force (crowd) while rotating helical piles into the ground. Apply sufficient crowd to ensure the helical pile advances into the ground a distance equal to at least 80 percent of the blade pitch per revolution during normal advancement.

B. Advance the helical pile sections into the soil in a smooth, continuous manner at a rate of rotation between 5 RPMs and 40 RPMs. Adjust the rate of rotation and magnitude of down pressure for different soil conditions and depths.

C. Provide extension sections to obtain the required minimum overall length and installation torque as shown on the shop drawings. Use coupling bolt(s) and nuts torqued in accordance to the manufacturer's guidelines to connect sections together.

D. Do not exceed the manufacturer's Torque Strength Rating of the helical pile during installation.

E. The Contractor must adjust the elevation of the top end of the shaft to the elevation shown on the shop drawings or as required. This adjustment may consist of cutting off the top of the shaft and drilling new holes to facilitate installation of brackets to the orientation shown on the shop drawings. Alternatively, installation may continue until the final elevation and orientation of the pre-drilled bolt holes are in alignment. Do not reverse the direction of torque and back-out the helical pile to obtain the final elevation.

F. Install brackets in accordance with helical pile manufacturer's details or as shown on the shop drawings.

G. Ensure all helical pile components, including the shaft and bracket, are isolated from making a direct electrical contact with any concrete reinforcing bars or other non-galvanized metal objects since these contacts may alter corrosion rates.

H. Obstructions. Terminate the installation and remove the pile if the helical pile encounters refusal or is deflected by a subsurface obstruction. Remove the obstruction, if feasible, and reinstall the helical pile. Backfill and compact the resulting excavation before reinstalling the pile. Install the helical pile at an adjacent location, subject to review and approval by the Engineer, if the obstruction can't be removed. Removal of such obstructions will be incidental to helical pile installation.

6. Helical Pile Testing. Perform verification testing of helical piles according to *ASTM D1143*, except as modified herein. Perform the testing under the direction of a Professional Engineer licensed in the State of Michigan. Determine the site-specific K factor based on load test results to correlate torque to allowable pile capacity. Summarize the test data in a report to
be sealed by the Professional Engineer. Submit the report to the Engineer within 24 hours of each load test. Notify the Engineer in writing three working days prior to any load test. Do not perform load tests without the Engineer being on site to witness the load test.

Do not exceed 80 percent of the following helical pile structural elements during load testing: steel yield in tension, steel yield in compression, and steel buckling in compression. Costs associated with increasing the strength of the verification test pile structural elements above the strength required for production piles will be borne by the Contractor.

A. Testing Equipment and Data Recording. Testing equipment includes, but is not limited to: dial gauges, dial gauge supports, jack and pressure gauges, electronic load cell, reaction piles, and a reaction frame. The load cell is required only for the creep test portion of the verification test. Submit a written description of the load test setup and jack, pressure gauge, and load cell calibration reports according to subsection c.2 herein. Design the testing reaction frame to be sufficiently rigid and of adequate dimensions to prevent excessive deformation of the testing equipment. Align the jack, bearing plates stressing anchorage such that unloading and repositioning of the equipment will not be required during the test. Apply the test load with a hydraulic jack and measure the load with a pressure gauge graduated in no more than 50 psi increments or less. Use a jack and gauge with a pressure range not more than twice the anticipated maximum test pressure. Select a jack with ram travel sufficient to allow the test to be performed without repositioning during the test. Monitor the creep test load hold during verification tests with both the pressure gauge and the electronic load cell. Use the load cell to accurately maintain a constant load hold during the creep test load hold increment of the verification test. Measure the pile top movement with a dial gauge capable of measuring to 0.001 inch and a travel sufficient to allow the test to be performed without having to reset the gauge. Align the gauge to be parallel to the axis of the helical pile. Support the gauge independent from the jack, pile, or reaction frame. Use a minimum of four dial gauges evenly distributed around the test pile. Record the load test data.

B. Verification Load Testing. Perform a pre-production verification load test to verify the design of the helical pile and the construction methods used to install the helical pile meet specifications. Do not use production piles as reaction piles during load tests. Unless otherwise specified on the plans, install one sacrificial verification test pile per structure. Install verification test piles at locations approved by the Engineer. The verification helical pile must be identical to those used in production and installed using the same methods to be used for installing production piles.

Do not locate reaction piles closer than 5 feet to the verification pile. Reaction piles must meet the approval of the Engineer. Perform verification load tests by incrementally loading the helical pile in compression according to Table 1. Depending on performance, the Engineer will determine whether a 10-minute or a 60-minute creep load hold is appropriate. If the pile top movement measured between 1 and 10 minutes exceeds 0.04 inches, maintain an additional 50 minutes of load hold during the creep test. Record pile top movements during each hold period at time intervals of 1, 2, 3, 4, 5, 6, 10, 20, 30, 50, and 60 minutes. Reset dial gauges to zero after the initial alignment load (AL) is applied. The acceptance criteria for helical pile verification load tests are:

(1) Failure of the test pile does not occur before the maximum test load is applied. Failure is defined as the lesser of:

(i) The slope of the load versus deflection curve (at the end of the load increment) exceeds 0.025 inch/kip, or

(ii) Where attempts to further increase the test load simply results in continued pile movement.

(2) Test pile supports the allowable pile capacity with not more than 1.00 inch of total vertical movement at the top of the pile from its position prior to testing.

(3) At the end of the creep test load period, a creep rate not greater than 0.04 inch/log cycle time (1 to 10 minutes) and not greater than 0.08 inch/log cycle time (6 to 60 minutes or the last log cycle if held longer) and linear or decreasing creep rate.

The Engineer will provide written approval or rejection of the helical pile design and construction techniques within seven working days of the completion of the verification load test.

If site conditions vary across the project limits, additional load tests may be necessary as determined by the Engineer.

Verification piles constructed using methods different from the methods submitted for production piles will be rejected and additional verification test pile(s) will be required at no additional cost to the Owner. If the verification pile fails to meet the acceptance criteria, the Engineer may modify the design of the production piles, or require the Contractor to make modifications to the construction methods, or both. Modifications may include, but not be limited to, modifying the installation methods, or changing the helical pile materials. Any modification to the construction procedure that necessitates changes to the structure requires the Engineer's review and approval.

Do not install production piles until the verification load test results have been reviewed and accepted by the Engineer. At the completion of verification testing, remove testing equipment and remove test piles and reaction piles or cut off piles to an elevation directed by the Engineer.

Step	Load (a)(b)	Hold Time, minutes	Step	Load (a)(b)	Hold Time, minutes									
1	AL	-	19	AL	1									
2	0.10 R _n	3	20	0.10 R _n	1									
3	0.20 R _n	3	21	0.20 R _n	1									
4	0.30 R _n	3	22	0.30 Rn	1									
5	AL	AL 1 23 0.40 R _n												
6	0.10 R _n	1	24	0.50 R _n	1									
7	0.20 R _n	1	0.60 Rn	1										
8	0.30 R _n	1	26	0.70 R _n	1									
9	0.40 Rn	3	27	0.80 Rn	3									
10	0.50 R _n	10 or 60 (creep test)	28	0.90 R _n	3									
11	AL	1	29	1.00 R _n	10									
12	0.10 R _n	1	30	0.75 R _n	5									
13	0.20 R _n	1	31	0.50 R _n	5									
14	0.30 Rn	1	32	0.25 Rn	5									

Table 1:	Verification	Load Tes	t Schedule
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Step	Load (a)(b)	Hold Time, minutes	Step	Load (a)(b)	Hold Time, minutes							
15	0.40 R _n	5										
16	0.50 R _n	1										
17	0.60 R _n	3										
18	0.70 R _n	3										
a. Rn denote nominal resistance (ultimate pile capacity).												
b. Al	_ denotes ali	gnment load.	AL is eq	ual to 0.025 F	Rn.							

7. Production Helical Piles.

A. Advance production helical piles until all the following criteria are satisfied:

(1) Allowable pile capacity is verified by achieving the required Installation Torque. The required Installation Torque must be determined from the site-specific K factor based on the verification load test results. The required Installation Torque is defined as the average of the last three readings recorded at 1-foot intervals, unless a more stringent specification is noted on the designer's shop drawings. The maximum rotational speed must not exceed 12 RPM when torque is monitored.

(2) Minimum depth as depicted on the plans is obtained.

B. If the manufacturer's Torque Strength Rating of the helical pile is obtained during installation and the minimum pile depth has not been reached, the Contractor and designer must submit revised shop drawings and design calculations for review and approval by the Engineer.

If the Contractor chooses to reinstall a pile in the same location, the topmost helix of the new lead section of the helical pile must be terminated at least 3 feet beyond the terminating depth of the original helical pile.

C. If the final Installation Torque is not achieved at the estimated length shown on the shop drawings, the Contractor has the following options:

(1) Install the helical pile deeper using additional extension sections until the required Installation Torque is obtained.

(2) Remove the helical pile and install a new one with additional and/or larger diameter helical bearing plates. This option may require an additional pile load test to determine the new K factor, as determined by the Engineer. No additional compensation for any additional pile load tests will be provided for in this option.

(3) Submit other options to the Engineer in writing for review and approval.

(4) Additional materials and work necessary to reach the required helical pile capacity, including engineering analysis and redesign, is to be furnished without cost to the Owner and without an extension of the completion dates for the project.

D. The helical pile must be sized to reach the allowable pile capacity and the minimum helical pile penetration elevation. No additional compensation for changes in the helical pile will be allowed unless differing site conditions are determined by the Engineer.

8. Construction Tolerances.

A. Horizontal Alignment. Ensure the helical pile actual centerlines are within 2 inches of plan centerlines at the plan elevation for the top of the shaft. Tolerances for bracket assembly placement are ± 1 inch in both directions perpendicular to the shaft and $\pm 1/4$ inch in a direction parallel with the shaft, unless otherwise specified.

B. Plumb. Tolerance for departure from the design orientation angles is ± 5 degrees.

C. Top of Pile Elevation. Ensure helical pile is cut off at the design cut-off elevation.

D. Submit a plan for remedial action to the Engineer for approval, for helical piles not constructed within the required tolerances which are considered unacceptable. The Contractor is responsible for correcting all unacceptable piles to the satisfaction of the Engineer. Materials and work necessary to complete corrections for out-of-tolerance helical piles, including engineering analysis and redesign, must be furnished without cost to the Owner and without an extension of the completion dates for the project. Do not begin repair operations until receiving the Engineer's approval of the remedial action plan.

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

Pay Item

Pay Unit

Helical Pile Equipment, Furn	Lump Sum
Helical Pile	
Helical Pile, Load Test	Each

1. **Helical Pile Equipment, Furn** includes furnishing and removing equipment for constructing and installation of the helical pile.

2. **Helical Pile** includes all labor, operating the equipment, fabrication, designing, shop drawings, and materials to install the helical pile and associated brackets as shown on the plans and in this special provision, including any removal of obstructions encountered during installation.

3. **Helical Pile, Load Test** will be measured per each helical pile tested and accepted. Helical Pile, Load Test includes the testing apparatus, data collection and reports, the sacrificial helical piles serving as reaction piles, the sacrificial helical pile on which the verification load test is being performed, and obtaining acceptance from the Engineer.

CITY OF ANN ARBOR SPECIAL PROVISION FOR **PERMITS**

ROWE: COAA

1 of 1

06-12-18

a. Description. The work includes all labor, equipment and materials required to obtain and pay for all required permits and licenses necessary to the lawful prosecution of the work.

All provisions of section 9 Permits and Regulations of the proposal shall apply except as stated herein.

The Contractor shall secure a right-of-way permit from the City of Ann Arbor prior to starting construction. Any costs to meet the requirements of the right-of-way permit shall be included in other items. The right-of-way application can be found on the City of Ann Arbor website: https://www.a2gov.org/departments/engineering/Pages/Right-Of-Way-and-Lane-Closure-Permits.aspx.

The Contractor shall secure a Grading/Soil Erosion and Sedimentation Control (SESC) permit from the City of Ann Arbor prior to starting construction. Any fees associated with the SESC permit application shall be included in other items. The SESC application can be found on the City of Ann Arbor website:

https://www.a2gov.org/departments/build-rent-inspect/building/permits/Pages/Applications.aspx

The City of Ann Arbor is in the process of securing a permit from the Michigan Department of Environmental Quality (MDEQ) this project.

The above is for information only and is not intended to be a complete list of possible permit requirements.

- **b.** Materials. None specified.
- c. Construction. None specified.
- d. Measurement and Payment. None specified.

APPENDIX

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

BROCKE ASSOCIATES INC,
Company Name
2012 10/9/18
Signature of Authorized Representative Date
KEN BROCK PRESIDENT
Print Name and Title 48320 W 9 MIZE NEVIMI 48374
Address City, State, Zip 248-760-7117 KBROCK, BACEMAIL, COM
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

9/25/15 Rev 0

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CITY OF ANN ARBOR

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvemonth contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000. shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [___] No. of employees_

The Contractor or Grantee agrees:

(a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1.815 Sec. 1 (a)), or no less than \$14,75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).



- To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every (a) work place or other location in which employees or other persons contracting for employment are working.
- To provide to the City payroll records or other documentation within ten (10) business days from the (b) receipt of a request by the City.
- To permit access to work sites to City representatives for the purposes of monitoring compliance, and (C) investigating complaints or non-compliance.
- (d) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

BROCKÉ ASSECIATES INC. Company Name Signature of Authorized Representative KEN BROCK PRESIDENT Date Defet Marge and Title BROCKÉ ASSECIATES INC. 48320 W 9 mile Rd Street Address NOVI MI 48374 City, State, Zip 248-760-7117 KBROCK BACEGMAIL.com Phone/Email address

Print Name and Title

Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019





If the employer provides health care benefits*

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

For Additional Information or to File a Complaint Contact: Colin Spencer at 734/794-6500 or cspencer@a2gov.org

Revised 2/1/2018



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

- No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- 3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- 4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Inte	erest Disclosure*
Name of City of Ann Arbor employees, elected	() Relationship to employee
officials or immediate family members with whom there may be a potential conflict of interest.	() Interest in vendor's company() Other (please describe in box below)
*Disclosing a potential conflict of interest does not disqua conflicts of interest and they are detected by the City, ve	alify vendors. In the event vendors do not disclose potenti ndor will be exempt from doing business with the City.
I certify that this Conflict of Interest Disclo contents are true and correct to my knowle	osure has been examined by me and that its edge and belief and I have the authority to so

BROCKS ASSOCIATES I	NC,	248-760-7117						
Vendor Name		Vendor Phone Number						
ZISL	10/9/18	KEN BROCK						
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative						

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name Signature of Authorized Representative BROCK KEN Print Name and Title 48320 W 9 mile, NovI MI 48374 ss, City, State, Zip 18760-7117 KBROCK, BAGGMAil, com Address, City, State, Zip 248-760-7117 Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact: Procurement Office of the City of Ann Arbor (734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

<u>Discriminatory Employment Practices:</u> No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

<u>Discriminatory Effects:</u> No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

<u>Nondiscrimination by City Contractors:</u> All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

<u>Complaint Procedure:</u> If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief</u>: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT. Michigan Department Of Transportation CP-347 (04/10)

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF C	ONTRACTOR / SI	UBCONTRACTOR (CIRCLE ONE	E)		(2) AE	DDRES	S														
(3) PAYROLL N	0.	(4) FOR WEEK ENDING			(5) F	ROJE	CT ANE	D LOCA	TION									(6)	CONTRAC	TID	
	(a)	(b)	(c)	_	(d) DA	Y ANE	DATE	_		(e)	(f)	(g)	(h) GROSS PROJECT EARNED GROSS WEEKLY EARNED	(i)	(j) DEDUCTIONS						(k)
EMPLOYEE	INFORMATION	WORK CLASSIFICATION	Hour Type	HOUR	S WOF	RKED		DJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY		TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:										0			\$0.00	1						\$0.00	\$0.00
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	ID #·		Ļ							0										\$0.00	\$0.00

Page 1 of 2

MDOT CP-347 (04/10)

Date	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH							
I,(Title) do hereby state:(1) That I pay or supervise the payment of the persons employed by	Each laborer or mechanic listed in the above referenced payroll has been payroll, an amount not less than the sum of the applicab basic hourly wage rate plus the amount of the required fringe benefits as list in the contract, except as noted in section 4(c) below.							
on the								
(Contractor or Subcontractor)	EXCEPTION (CRAFT)	EXPLANATION						
; that during the payroll period commencing on the (Building or Work)								
day of,, and ending the day of,,								
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said								
from the full								
weekly wages earned by any person and that no deductions have been made either directly or indirectly								
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:								
	REMARKS:							
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.								
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.								
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE						
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.	THE WILLFUL FALSIFICATION OF ANY OF THE A SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTI 31 OF THE UNITED STATES CODE.	BOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF DN. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE						

EXCEPTION (CRAFT)	EXPLANATION									
REMARKS:										
NAME AND TITLE	SIGNATURE									
HE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE IN OF THE UNITED STATES CODE										

Page 2 of 2





SITE LOCATION DIAGRAM

Riverside Boardwalk Near Broadway Street Bridge Ann Arbor, Michigan

FIGURE NO. 1

Project number: 0406247 Prepared By: MN Prepared On: 8/20/18



intertek.

BORING LOCATION DIAGRAM

Riverside Boardwalk Near Broadway Street Bridge Ann Arbor, Michigan

FIGURE NO. 2

Project number: 0406247 Prepared By: MN Prepared On: 8/20/18

DATE COMPLETED: <u>BOOMED CONFLICTED:</u> <u>BOOMED CONFLICTED CONFLICTED</u>	DATE STARTED: 8/20/18								DRILL CON	IPANY:	BRAX	Drilling			BO	RIN	G SF	3- 01
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ELEVATION: NA SAMPLING METHOD: Set Set Science 2 LONGTIDE: HAMMER TYPE: NA PORIS LOCATION: Set Science Set Science <td>BENC</td> <td>HMAF</td> <td>RK: _</td> <td></td> <td></td> <td></td> <td>N/A</td> <td></td> <td>DRILLING I</td> <td>METHOD:</td> <td>3 1/4</td> <td>4" HSA</td> <td></td> <td>Va</td> <td>Vh</td> <td>le Drilli</td> <td>ng</td> <td>N/A</td>	BENC	HMAF	RK: _				N/A		DRILLING I	METHOD:	3 1/4	4" HSA		Va	Vh	le Drilli	ng	N/A
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0 0	Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)		MATE	RIAL DESC	CRIPTION	USCS Classification	USCS Classification SPT Blows per 6-inch (SS Moisture, %			NDARD F TEST N in blo Moisture	PENETR DATA Dws/ft © 25 CTH, tsf 20 CTH, tsf	Additional Remarks	
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The stratification lines represent approximate boundaries. The transition may be gradual.

DATE	STAF	RTED:			8	8/20/18	DRILL COMPANY:	В	RAX D	rilling			BO	RIN	G SE	3- 01
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GENERAL NOTES



SAMPLE IDENTIFICATION

The Unified Soil Classification System (USCS), AASHTO 1988 and ASTM designations D2487 and D-2488 are used to identify the encountered materials unless otherwise noted. Coarse-grained soils are defined as having more than 50% of their dry weight retained on a #200 sieve (0.075mm); they are described as: boulders, cobbles, gravel or sand. Fine-grained soils have less than 50% of their dry weight retained on a #200 sieve; they are defined as silts or clay depending on their Atterberg Limit attributes. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size.

DRILLING AND SAMPLING SYMBOLS

- SFA: Solid Flight Auger typically 4" diameter flights, except where noted.
- HSA: Hollow Stem Auger typically 3¹/₄" or 4¹/₄ I.D. openings, except where noted.
- M.R.: Mud Rotary Uses a rotary head with Bentonite or Polymer Slurry
- R.C.: Diamond Bit Core Sampler
- H.A.: Hand Auger
- P.A.: Power Auger Handheld motorized auger

SOIL PROPERTY SYMBOLS

- SS: Split-Spoon 1 3/8" I.D., 2" O.D., except where noted.
 - ST: Shelby Tube 3" O.D., except where noted.
- RC: Rock Core
- TC: Texas Cone
- 🕅 BS: Bulk Sample
- PM: Pressuremeter
- CPT-U: Cone Penetrometer Testing with Pore-Pressure Readings
- N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2-inch O.D. Split-Spoon.
- N₆₀: A "N" penetration value corrected to an equivalent 60% hammer energy transfer efficiency (ETR)
- $\mathsf{Q}_{\scriptscriptstyle \! u}\!\!:\,$ Unconfined compressive strength, TSF
- Q_p: Pocket penetrometer value, unconfined compressive strength, TSF
- w%: Moisture/water content, %
- LL: Liquid Limit, %
- PL: Plastic Limit, %
- PI: Plasticity Index = (LL-PL),%
- DD: Dry unit weight, pcf
- $\mathbf{Y}, \mathbf{Y}, \mathbf{Y}$ Apparent groundwater level at time noted

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Relative Density N - Blows/foot

Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	50 - 80
Extremely Dense	80+

GRAIN-SIZE TERMINOLOGY

Component Size Range Boulders: Over 300 mm (>12 in.) Cobbles: 75 mm to 300 mm (3 in. to 12 in.) Coarse-Grained Gravel: 19 mm to 75 mm (³/₄ in. to 3 in.) Fine-Grained Gravel: 4.75 mm to 19 mm (No.4 to ³/₄ in.) Coarse-Grained Sand: 2 mm to 4.75 mm (No.10 to No.4) Medium-Grained Sand: 0.42 mm to 2 mm (No.40 to No.10) Fine-Grained Sand: 0.005 mm to 0.075 mm Clay: <0.005 mm</td>

ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular:	Particles have sharp edges and relatively plane
	sides with unpolished surfaces
Subangular:	Particles are similar to angular description, but have rounded edges
Subrounded:	Particles have nearly plane sides, but have
	well-rounded corners and edges
Rounded:	Particles have smoothly curved sides and no edges

PARTICLE SHAPE

Description	Criteria
Flat:	Particles with width/thickness ratio > 3
Elongated: Flat & Elongated:	Particles with length/width ratio > 3 Particles meet criteria for both flat and elongated

RELATIVE PROPORTIONS OF FINES

Descriptive Term	<u>% Dry Weight</u>	
Trace:	< 5%	
With:	5% to 12%	
Modifier:	>12%	

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GENERAL NOTES

(Continued)

CONSISTENCY OF FINE-GRAINED SOILS

<u>Q_U - TSF</u>	<u>N - Blows/foot</u>	<u>Consistency</u>
0 - 0.25	0 - 2	Very Soft
0.25 - 0.50	2 - 4	Soft
0.50 - 1.00	4 - 8	Firm (Medium Stiff)
1.00 - 2.00	8 - 15	Stiff
2.00 - 4.00	15 - 30	Very Stiff
4.00 - 8.00	30 - 50	Hard
8.00+	50+	Verv Hard

MOISTURE CONDITION DESCRIPTION

Criteria
Absence of moisture, dusty, dry to the touch
Damp but no visible water
Visible free water, usually soil is below water table

<u>RELATIVE PROPORTIONS OF SAND AND GRAVEL</u> <u>Descriptive Term</u> <u>% Dry Weight</u>

<u>ive Term</u>	% Dry Weight
Trace:	< 15%
With:	15% to 30%
Modifier:	>30%

STRUCTURE DESCRIPTION

Description	Criteria	Description	Criteria
Stratified:	Alternating layers of varying material or color with	n Blocky:	Cohesive soil that can be broken down into small
	layers at least ¼-inch (6 mm) thick		angular lumps which resist further breakdown
Laminated:	Alternating layers of varying material or color with	h Lensed:	Inclusion of small pockets of different soils
	layers less than ¼-inch (6 mm) thick	Layer:	Inclusion greater than 3 inches thick (75 mm)
Fissured:	Breaks along definite planes of fracture with little resistance to fracturing	Seam:	Inclusion 1/8-inch to 3 inches (3 to 75 mm) thick extending through the sample
Slickensided:	Fracture planes appear polished or glossy, sometimes striated	Parting:	Inclusion less than 1/8-inch (3 mm) thick

SCALE OF RELATIVE ROCK HARDNESS

<u>Q_U - TSF</u>	<u>Consistency</u>
2.5 - 10 10 - 50	Extremely Soft Very Soft
50 - 250	Soft
250 - 525	Medium Hard
525 - 1,050	Moderately Hard
,050 - 2,600	Hard
>2.600	Verv Hard

ROCK VOIDS

<u>Voids</u>	Void Diameter
Pit	<6 mm (<0.25 in)
Vug	6 mm to 50 mm (0.25 in to 2 in)
Cavity	50 mm to 600 mm (2 in to 24 in)
Cave	>600 mm (>24 in)

ROCK QUALITY DESCRIPTION

Rock Mass Description	RQD Value
Excellent	90 -100
Good	75 - 90
Fair	50 - 75
Poor	25 -50
Very Poor	Less than 25

ROCK BEDDING THICKNESSES

Description	Criteria
Very Thick Bedded	Greater than 3-foot (>1.0 m)
Thick Bedded	1-foot to 3-foot (0.3 m to 1.0 m)
Medium Bedded	4-inch to 1-foot (0.1 m to 0.3 m)
Thin Bedded	1¼-inch to 4-inch (30 mm to 100 mm)
Very Thin Bedded	¹ / ₂ -inch to 1 ¹ / ₄ -inch (10 mm to 30 mm)
Thickly Laminated	1/8-inch to 1/2-inch (3 mm to 10 mm)
Thinly Laminated	1/8-inch or less "paper thin" (<3 mm)

GRAIN-SIZED TERMINOLOGY

(Typically Sedi <u>Component</u>	mentary Rock) <u>Size Range</u>
Very Coarse Grained	>4.76 mm
Coarse Grained	2.0 mm - 4.76 mm
Medium Grained	0.42 mm - 2.0 mm
Fine Grained	0.075 mm - 0.42 mm
Very Fine Grained	<0.075 mm

DEGREE OF WEATHERING

Slightly Weathered: Rock generally fresh, joints stained and discoloration extends into rock up to 25 mm (1 in), open joints may contain clay, core rings under hammer impact.
 Weathered: Rock mass is decomposed 50% or less, significant portions of the rock show discoloration and weathering effects, cores cannot be broken by hand or scraped by knife.
 Highly Weathered: Rock mass is more than 50% decomposed, complete discoloration of rock fabric, core may be extremely broken and gives clunk sound when struck by hammer, may be shaved with a knife.

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS		SYMBOLS		TYPICAL	
		GRAPH	LETTER	DESCRIPTIONS	
	GRAVEL AND	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		МН	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				СН	INORGANIC CLAYS OF HIGH PLASTICITY
				ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	



Graphic Symbols for Materials and Rock Deposits



