



**2012 Standard Specifications for Construction**

Warranty No FHWA Oversight No  
DBE % Yes NHS No

ITEM NUMBER  
**1702 053**

**STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION  
PROPOSAL**

2.48 mi of hot mix asphalt overlay, aggregate shoulders and guardrail on Fergus Road from M-52 to the Shiawassee River, Saginaw County.

**BIDS WILL BE ELECTRONICALLY DOWNLOADED AT 10:30 AM LOCAL TIME, ON 2/3/17**

<u>CONTRACT ID</u>	<u>CONTROL SECTION</u>	<u>PROJECT</u>	<u>FEDERAL NO.</u>	<u>FED. ITEM</u>
73141-119176	STL 73141	119176A	STP 1773(004)	RT0568

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

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

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

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

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

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

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

Subject to Subsection 102.17 of the 2012 Standard Specifications for Construction, the bidder agrees to pay to the Michigan Department of Transportation the bid guaranty sum of **\$10,000.00** if the bidder fails to provide the required materials and/or execute the contract in accordance with Subsection 102.15 of the 2012 Standard Specifications for Construction.

**Bay City TSC**

# **BIDDER INFORMATION FOR CONSTRUCTION BIDDING**

Electronic Bid – The electronic bid consists of the following section folders: Schedule of Items, Designated and Specialty Items, DBE Goal (if applicable), Warranty Obligations, Addenda Acknowledgment and Instructions.

The Instructions folder provides an explanation for each section of the electronic bid including the agreement for the bid guaranty sum. The bid guaranty is NOT required at the time of bidding, or with submitting an electronic bid.

*Subject to Subsection 102.17, of the 2012 Standard Specifications for Construction, the Bidder agrees to pay to the Michigan the bid guaranty sum if the Bidder fails to provide the required materials and/or execute the contract in accordance with the 2012 Standard Specifications for Construction within twenty-eight (28) days after being sent the necessary award documents.*

All written and electronic addendums issued for project(s) the Bidder elects to bid, must be obtained prior to submitting the electronic bid.

Electronic bids must be submitted by the 10:30 a.m. deadline on the scheduled letting date.

**NOTE:** Any financial or propriety information submitted with the electronic bid will become a public record subject to disclosure under the Freedom of Information Act. THE INFORMATION WILL NOT BE TREATED AS CONFIDENTIAL.

The apparent low Bidder is determined following a review for any discrepancies in the bid and where all requirements of the bid and apparent low Bidder are met.

***THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS***

*Revised 9/15/2011*



Schedule of Items

Report v1

Proposal ID: 73141-119176

Project(s): 119176A

Letting Number: 170203

Call Number: 053

Contractor: \_\_\_\_\_

Section Information

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

Item Prices

Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	1500001 - Mobilization, Max\$38,100.00	1.000 LSUM		
0020	2040035 - Guardrail, Rem	386.000 Ft		
0030	2040061 - Structures, Rem Portions	1.000 LSUM		
0040	3077031 - __Shoulder, CI II, Modified	3,830.000 Ton		
0050	5010008 - Pavt for Butt Joints, Rem	195.000 Syd		
0060	5010703 - HMA, LVSP	3,760.000 Ton		
0070	7060010 - Conc, Grade D	3.000 Cyd		
0080	7060092 - Reinforcement, Steel, Epoxy Coated	67.000 Lb		
0090	7120032 - Adhesive Anchoring of Vertical Bar, 1/2 inch	132.000 Ea		
0100	8070000 - Guardrail, Type B	675.000 Ft		
0110	8070002 - Guardrail, Type T	50.000 Ft		
0120	8070010 - Guardrail, Curved, Type B	88.000 Ft		
0130	8070042 - Guardrail Approach Terminal, Type 2B	5.000 Ea		

Schedule of Items

Report v1

Item Prices

Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0140	8070050 - Guardrail Departing Terminal, Type B	3.000 Ea		
0150	8070070 - Guardrail Post, Culv	16.000 Ea		
0160	8070080 - Guardrail Reflector	46.000 Ea		
0170	8110231 - Pavt Mrkg, Waterborne, 4 inch, White	25,920.000 Ft		
0180	8110232 - Pavt Mrkg, Waterborne, 4 inch, Yellow	4,541.000 Ft		
0190	8120030 - Channelizing Device, 42 inch, Furn	190.000 Ea		
0200	8120031 - Channelizing Device, 42 inch, Oper	190.000 Ea		
0210	8120140 - Lighted Arrow, Type C, Furn	4.000 Ea		
0220	8120141 - Lighted Arrow, Type C, Oper	4.000 Ea		
0230	8120170 - Minor Traf Devices	1.000 LSUM		
0240	8120246 - Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	1,440.000 Ft		
0250	8120350 - Sign, Type B, Temp, Prismatic, Furn	1,152.000 Sft		
0260	8120351 - Sign, Type B, Temp, Prismatic, Oper	1,152.000 Sft		
0270	8120352 - Sign, Type B, Temp, Prismatic, Special, Furn	14.000 Sft		
0280	8120353 - Sign, Type B, Temp, Prismatic, Special, Oper	14.000 Sft		



Schedule of Items

Report v1

Item Prices

Proposal Line Number	Item ID - Description	Approximate Quantity and Units	Unit Price	Bid Amount
0290	8120370 - Traf Regulator Control	1.000 LSUM		
0300	8210005 - Monument Box Adjust	4.000 Ea		
0310	8210010 - Monument Preservation	4.000 Ea		

Section 1 Total:

Total Bid:



Letting Date:

Item No:

Contract ID:

## DESIGNATED and SPECIALTY ITEMS

***DESIGNATED ITEMS:***

***COMPANY NAME AND ADDRESS OF  
PREQUALIFIED SUBCONTRACTOR  
DOING WORK:***

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(COMPANY NAME)

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(COMPANY ADDRESS)

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(COMPANY NAME)

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(COMPANY ADDRESS)

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(COMPANY NAME)

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(COMPANY ADDRESS)

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(COMPANY NAME)

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(COMPANY ADDRESS)

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(COMPANY NAME)

***SPECIALTY ITEMS:***

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(COMPANY ADDRESS)

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(COMPANY NAME)

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(COMPANY ADDRESS)

***SEE NEXT PAGE FOR INFORMATION ON  
COMPLETING THIS PAGE***

## INFORMATION ON COMPLETION OF DESIGNATED AND SPECIALTY ITEMS PAGE

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

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

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

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

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

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

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

Rev. (09/11)



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Notice of Advertisement

Letting of: 170203

10:30 AM, Local Time      425 W. OTTAWA ST., LANSING, MI 48933

Call Num	Contract ID	Control Section	Project Num	Federal Project Num	Federal Item
053	73141-119176	STL 73141	119176A	STP 1773(004)	RT0568

Description: 2.48 mi of hot mix asphalt overlay, aggregate shoulders and guardrail on Fergus Road from M-52 to the Shiawassee River, Saginaw County.

Required DBE Participation: 4.00%

Net Classification Required for this project: \*\* 419 Cb \*\*

Estimated Pages for Plans: 0

Completion Date: 6/30/2017

In addition to the above minimum prequalification requirement for prime contractors this project includes a subclassification of Ea. If the prime contractor is not prequalified in this subclassification it must use a prequalified subcontractor. This subcontractor must be designated prior to award of the contract to the confirmed low bidder.

See proposal for bidder guaranty information.

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

Title 49: Transportation

PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN  
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

Subpart A—General

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**§26.1 What are the objectives of this part?**

This part seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- (f) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
- (g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- (h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

**§26.5 What do the terms used in this part mean?**

*Affiliation* has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

- (i) One concern controls or has the power to control the other; or
- (ii) A third party or parties controls or has the power to control both; or
- (iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

*Alaska Native* means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut

blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

*Alaska Native Corporation* (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

*Assets* mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

*Business, business concern or business enterprise* means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

*Compliance* means that a recipient has correctly implemented the requirements of this part.

*Contingent Liability* means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

*Contract* means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

*Contractor* means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

*Days* mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

*Department or DOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

*Disadvantaged business enterprise or DBE* means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

*DOT-assisted contract* means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

*Good faith efforts* means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

*Home state* means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

*Immediate family member* means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

*Indian tribe* means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-owned concern” in this section.

*Joint venture* means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

*Liabilities* mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

*Native Hawaiian* means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

*Native Hawaiian Organization* means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

*Noncompliance* means that a recipient has not correctly implemented the requirements of this part.

*Operating Administration* or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

*Personal net worth* means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

*Primary industry classification* means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the

North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Web site: <http://www.census.gov/eos/www/naics/>.

*Primary recipient* means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

*Principal place of business* means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

*Program* means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

*Race-conscious* measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

*Race-neutral* measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

*Recipient* is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

*Secretary* means the Secretary of Transportation or his/her designee.

*Set-aside* means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

*Small Business Administration* or *SBA* means the United States Small Business Administration.

*SBA certified firm* refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

*Small business concern* means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

*Socially and economically disadvantaged individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a members of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

*Spouse* means a married person, including a person in a domestic partnership or a civil union recognized under State law.

*Transit vehicle manufacturer* means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

*Tribally-owned concern* means any concern at least 51 percent owned by an Indian tribe as defined in this section.

*You* refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., 'You must do XYZ' means that recipients must do XYZ).

## **§26.7 What discriminatory actions are forbidden?**

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.



**§26.13 What assurances must recipients and contractors make?**

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**§26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?**

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

- (1) Documents that it has obtained enough DBE participation to meet the goal; or
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a “design-build” or “turnkey” contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.

(f)(1)(i) You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii) You must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vii) You have determined that the listed DBE subcontractor is not a responsible contractor;

(vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(vii) The listed DBE is ineligible to receive DBE credit for the type of work required;

(viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

(4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), you may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(h) You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and

may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

### **§26.55 How is DBE participation counted toward goals?**

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is

commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

*Example to paragraph (d)(5):* DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded

only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

(6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

*Example to paragraph (d)(6):* DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

(7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not

excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

For additional information on DBE contracting requirements, please go to the DBE website at [www.michigan.gov/mdotdbe](http://www.michigan.gov/mdotdbe).

ADD MDOT FORM #2124A WITH INSTURCTIONS HERE.

ADD MDOT FORM 0196



## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REMOVAL/SUBSTITUTION REQUEST

For projects with Race Conscious DBE Goals, this form **MUST** be **FIRST** approved by the Project Engineer then forwarded to MDOT's Office of Business Development for Final Approval. Please fax to (517) 335-0945 or email at [MDOT-DBE@michigan.gov](mailto:MDOT-DBE@michigan.gov).

CONTRACT ID	PRIME CONTRACTOR
CURRENT DBE GOAL %	PRIME CONTACT PERSON
PRIME PHONE	PRIME EMAIL ADDRESS

IF THE DBE BEING REMOVED OR REPLACED IS SUBCONTRACTED WITH A LOWER TIER SUB, NAME THE "PARENT" SUBCONTRACTOR

DBE FIRM BEING REMOVED

DOLLAR VALUE COMMITTED TO THIS DBE \$	WORK PERFORMED TO DATE \$
REASON THIS DBE IS BEING REMOVED	

WAS THE DBE FIRM GIVEN 5\*\* DAYS WRITTEN NOTICE BEFORE REMOVAL?  YES or  NO If yes, please attach written notice.

WILL THE DBE GOAL FOR THE PROJECT STILL BE MET?  YES or  NO  
If no, has form 0188 been submitted to OBD?  YES or  NO

SUBSTITUTION SUBCONTRACTOR FIRM NAME (If identified) <input type="checkbox"/> DBE or <input type="checkbox"/> Non-DBE	IF THE SUBSTITUTION FIRM IS A DBE, WAS FORM 0178 SUBMITTED TO CSD? <input type="checkbox"/> YES or <input type="checkbox"/> NO If yes, please attach.
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FULLY DESCRIBE THE TYPE OF WORK THE SUBSTITUTE SUBCONTRACTOR WILL PERFORM

DBE credit may be claimed only for types of work in which the DBE firm is both certified and, if required, prequalified. DBE work classification eligibility can be confirmed using the Michigan Unified Certification Program Website at [www.michigan.gov/mucp](http://www.michigan.gov/mucp).

**ACKNOWLEDGED BY**

By signing this replacement form, we certify that the information submitted is accurate and in accordance with the MDOT DBE Program Procedures.

AUTHORIZED SIGNATURE OF REMOVED DBE	TITLE	DATE
PRIME AUTHORIZED SIGNATURE	TITLE	DATE
PROJECT ENGINEER AUTHORIZED SIGNATURE	TITLE	DATE
OFFICE OF BUSINESS DEVELOPMENT AUTHORIZED SIGNATURE	TITLE	DATE

\*\*Per 49 CFR Part 26.53, if required in a particular case as a matter of public necessity (e.g., safety), MDOT may require a response period shorter than five days\*\*

MDOT must be notified immediately of a DBE's inability to perform any or all of its work and the Primes intent to obtain a substitute subcontractor. Primes are required to make a good faith effort to replace a DBE that is unable to perform, with another DBE. If the substitute subcontractor is a DBE, they must be included on the DBE Participation form (MDOT form 0178) and submitted to the Project Engineer and Contract Services Division for approval prior to starting work. Include any trucking or supply forms (4101 & 0193) as necessary.

If the DBE goal will not be met, a Post-Award Good Faith Effort Application (MDOT Form 0188) and all supporting documents must be sent to the Office of Business Development. This post-award application must be submitted within 14 calendar days of the prime vendor being made aware of their inability to meet the DBE participation goal.

Pursuant to 49 CFR Part 26.53 (f), unless consent to replace a DBE is granted by MDOT, the prime contractor shall not be entitled to any payment for work performed or materials supplied.

Michigan Department  
Of Transportation  
2124A (09/13)

## PRIME CONTRACTOR BI-WEEKLY STATEMENT OF SUBCONTRACTOR/SUPPLIER PAYMENTS

*Portions of the information required in accordance with 49 CFR part 26.37 (as detailed in the prompt payment provisions to monitor the progress of the prime contractor in meeting contractual DBE obligations.)*

**SEE INSTRUCTIONS ON REVERSE**

PRIME CONTRACTOR

CONTRACT ID

BI-WEEKLY PERIOD ENDING:

PROJECT COMPLETION

SUBCONTRACTOR, DBE SUBCONTRACTOR, DBE TRUCKER, DBE SUPPLIER OR SERVICE PROVIDER	SERVICES/WORK CLASSIFICATION	TOTAL SUB CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE AT PROJECT COMPLETION ONLY	DATE

*As the authorized representative of the above prime contractor, I certify that all payments to non-DBE truckers, and non-DBE suppliers that have performed work or supplied materials to the prime during the reporting period have been made, and I certify that this information is true and accurate.*

CONTRACTORS AUTHORIZED REPRESENTATIVE (Signature)

TITLE

DATE

**FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION USE ONLY**

COMMENTS

RESIDENT/PROJECT ENGINEER (Signature)

DATE

# INSTRUCTIONS

## PRIME CONTRACTOR or AUTHORIZED REPRESENTATIVE

This statement reports the actual dollar amounts of the project cost earned by and paid to all subcontractors, DBE subcontractors, DBE suppliers, and DBE truckers. Complete and submit to the Resident/Project Engineer on a bi-weekly basis during the course of the project using the MERS database. This submittal is required prior to release of the second and subsequent estimates per FUSP 109(A). A hard copy of this form must also be submitted 30 days after project completion with actual DBE signatures (not using MERS).

For “*Control Section*” and “*Job No.*” Use the numbers assigned by MDOT.

For “*Services/Work Classification*,” report services/work performed by DBE subcontractors, DBE suppliers, DBE truckers, and DBE consultants listed by work classification code. If they are performing work in more than one classification, report the code with the largest dollar value. A list of work classification codes is available at [www.michigan.gov/mucp](http://www.michigan.gov/mucp).

For “*Total Subcontract Amount*”, report total amount of the contract between the prime contractor and the subcontractor.

For “*Deductions*”, report deductions made by the prime contractor to the subcontractor’s “*Cumulative Dollar Value of Services Completed*” for bond or other fees, materials, services or equipment provided to the subcontractor according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For “*Actual Amount Paid to Date*”, report cumulative actual payments made to the subcontractor for services completed.

Provide “*DBE Authorized Signature*” on the project completion report.

Be sure to sign, title and date the project completion report.

## MDOT RESIDENT/PROJECT ENGINEER:

Please complete the “*Comments*” area, date and submit within the MERS database within 7 days of receipt from prime. Please complete the “*Comments*” area, sign, date, and fax the **project completion report** only to 517-335-0945 or email to [mdot-paymentstatements@michigan.gov](mailto:mdot-paymentstatements@michigan.gov) within 7 days of receipt from prime.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free, 1866-DBE-1264

# STATE ADMINISTRATIVE BOARD

## RESOLUTION 2011-2

### PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective \_\_\_\_\_, 2011.

**APPROVED**  
State  
Administrative Board

8/30/11 *Lose M. Cousin*

# PROOF OF INSURANCE FOR CONSTRUCTION AND RECONSTRUCTION OF MICHIGAN DEPARTMENT OF TRANSPORTATION HIGHWAY/AERONAUTICS PROJECTS

*Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.*

**INSTRUCTIONS:** Complete and return to MDOT-Awards@michigan.gov.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with MDOT or airport owner has been obtained by the contractor named below.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

NAME OF INSURED			
ADDRESS		CITY	STATE
TELEPHONE NO.		FAX NO.	

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES (MM/DD/YY)		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
<input type="checkbox"/> General Liability				General Aggregate	\$
<input type="checkbox"/> Commercial General Liability				Prods. comp/ops Aggregate	\$
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Inj.	\$
<input type="checkbox"/> \$ _____ P.D. Deductible				Each Occurrence	\$
<input type="checkbox"/> XCU Exclusion				Fire Damage (any one fire)	\$
<input type="checkbox"/> Contractual Exclusion				Medical Exp. (any one person)	\$
<b>AUTOMOTIVE LIABILITY</b>					
<input type="checkbox"/> Any Auto				Combined Single Limit (Minimum \$2,000,000.00)	\$
<input type="checkbox"/> All Owned Autos				Bodily Injury (per person) (Minimum \$500,000.00)	\$
<input type="checkbox"/> Scheduled Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$
<input type="checkbox"/> Hired Autos				Property Damage (Minimum \$1,000,000.00)	\$
<input type="checkbox"/> Non-Owned Autos					
<input type="checkbox"/> Garage Liability					
<input type="checkbox"/> Umbrella				Each Occurrence	\$
				Aggregate	\$
<input type="checkbox"/> Excess Liability Other Than Umbrella				Each Occurrence	\$
				Aggregate	\$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>					
				<b>STATUTORY</b>	
				\$	(Each Accident)
				\$	(Disease - Policy Limit)
				\$	(Disease - Each Empl.)
<input type="checkbox"/> Other					

NAME OF AGENCY		NAME OF INSURANCE COMPANY (If only one for all policies)		
ADDRESS		CITY	STATE	ZIP CODE
TELEPHONE NO.		FAX NO.		

AUTHORIZED REPRESENTATIVE SIGNATURE (Required)	DATE
--	------

**Contract ID CS: STL 73141 – 119176A**

**PROGRESS CLAUSE:** Submit a complete, detailed, and signed MDOT Form 1130, Progress Schedule, to the Engineer within seven (7) calendar days of confirmation of low bid by the department.

The progress schedule submittal must include, at a minimum, the controlling work items for the completion of the project and the planned dates (or work days for a work day project) that the work items will be the controlling operations. When specified in the proposal or contract documents the date the project is to be opened to traffic, the final project completion date, all interim completion dates, and any other controlling dates must be included in the project schedule.

After receiving Notice of Award, start work on the date agreed upon with the Engineer. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

Contractor shall begin road work no earlier than May 30, 2017. Contractor shall not stop construction for more than five (5) consecutive days once construction has begun without prior written approval from the Engineer. A work stoppage exceeding the specified time will result in liquidated damages as established in Section 108 of the 2012 MDOT Standard Specifications for Construction.

All work shall be completed and the roadway shall be opened to traffic by June 30, 2017.

Failure by the Contractor to meet interim, final and/or any stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction. Liquidated damages will continue to be assessed for each calendar day that the work associated with the interim, final and/or any stage completion dates remains incomplete, even if these days extend beyond the normal seasonal shut down date specified in the Standard Specifications for Construction, unless approved otherwise by the Engineer.



SAGINAW COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

ROWE:SCRC

1 of 4

November 2016

**DESCRIPTION**

This work shall consist of all coordination, labor, materials, and equipment to maintain traffic for road resurfacing on Fergus Road from the east spring point of Graham Road (M-52) to approximately 887 feet east of the Sharon Road center line. The project is located within St. Charles Township, in Saginaw County. Access shall be maintained for local traffic. Emergency access shall be maintained at all times.

**GENERAL**

All traffic control shall be in accordance with Sections 104.11 and 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices, Saginaw County Road Commission requirements, as shown on the plans, or as directed by the Engineer. The Contractor shall execute the work of traffic control as noted herein.

The Contractor shall furnish, place, maintain, move and remove all signs, sign supports, channelizing devices and other devices required for traffic control during construction. These signs, channelizing devices, and drums shall be furnished, erected, relocated, and maintained in accordance with the requirements of Section 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

It shall be the Contractor's responsibility to arrange for traffic control coordination. Contact the Engineer a minimum of three full working days prior to traffic device placement. Start and end times of closures, proposed signs, traffic control devices, and traffic shifts clearly depicted on detailed drawings, shall be submitted to the Engineer for review and approval. No signs or traffic devices for this traffic control may be placed without written approval from the Engineer. Notification to police, emergency vehicles, public busing, and others will be by the Engineer. Cost to the Contractor for traffic coordination shall not be considered as a basis of claims for additional compensation or extension of contract time.

The Contractor shall provide 24 hour emergency contacts to the Engineer. During non-working periods, the Contractor shall have a maximum 1 hour response time for addressing issues within the work zone.

Traffic shall be maintained as noted herein. Changes or adjustments to these items that may be necessary must be approved by the Engineer.

Access to all residential drives shall be maintained at all times. The Contractor shall be responsible for notifying residents prior to work on drive approaches.

Work on Sundays and after daylight hours is prohibited unless approved in writing by the Engineer.

No compensation or extension of time will be given for coordination or work affected by holiday work stoppages. Holiday work stoppages shall be in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction.

<b>Holiday</b>	<b>Start Date</b>	<b>Start Time</b>	<b>End Date</b>	<b>End Time</b>
Memorial Day	Thursday, May 25th,2017	6:00 PM	Tuesday, May 30th	6:00 AM
Independence Day	Thursday, June 29th ,2017	6:00 PM	Thursday, July 6th	6:00 AM

Access for emergency vehicles shall be maintained at all times.

Once work requiring lane closures is initiated, the work shall be continuous until complete.

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

**CONSTRUCTION INFLUENCE AREA (CIA)**

The Construction Influence Area (CIA) shall include: The area within the right-of-way of Fergus Road within limits of the furthest placed advance construction signing required for this project. The CIA shall also include the rights-of-way of all intersecting streets within the project limits for a distance of 500 feet from the Fergus Road right of way.

**TRAFFIC RESTRICTIONS**

The Contractor shall be required to maintain local traffic to the residences and businesses within the project limits at all times.

After paving operations have been completed, prior to opening the roadway to thru traffic, temporary markings shall be placed along the centerline of the roadway, as directed by the Engineer. Temporary markings (tape) shall be placed down the center of the roadway in 4-foot dashes spaced 50 feet apart from center-to-center. Permanent pavement markings shall be placed along the roadway within 2 weeks of placing the HMA.

The maximum length of closure within any stage shall not exceed one and a half (1.5) miles without Engineer’s approval. Any additional cost for approved closures greater than this distance will be at the Contractor’s expense. All lane closures shall be removed at the end of each work day and when the work is not being actively completed onsite.

During roadway construction operations, the Contractor shall maintain traffic utilizing traffic regulators in accordance with Michigan Department of Transportation temporary traffic control typical M0150a.

For proposed guardrail work not impacting traffic, the Contractor will be allowed to utilize a shoulder closure in accordance with Michigan Department of Transportation temporary traffic control typical M0110a. If traffic will be impacted, traffic regulators as described above will be required.

42-inch channelizing devices shall be used in taper and tangent areas. Cones will not be allowed to

delineate traffic.

All signs and traffic control devices shall be placed in accordance with Michigan Department of Transportation temporary traffic control typicals WZD-100-A, WZD-125-E, and M0020a.

At the Graham Road (M-52) and Fergus Road intersection, flag control sequence signs shall be placed along Graham Road (M-52) in both directions and along Fergus Road west of the Graham Road (M-52). "Fergus Road" plaques shall be placed under Road Work Ahead and One Lane Road Ahead signs placed along Graham Road (M-52). Traffic regulators will need to monitor traffic within the intersection area and ensure traffic does not back up onto Graham Road (M-52). Adjustments to traffic control items shall be made, as needed.

### **TRAFFIC CONTROL DEVICES**

All signs, drums, channelizing devices, arrow boards, and other traffic control devices shall be in accordance with the 2011 Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Temporary signing and traffic control items shall be placed in accordance with the Maintaining Traffic Typical, as directed by the Engineer.

When traffic regulation is utilized, intermediate flaggers shall be established at intersecting roads and at other traffic generators as directed by the Engineer and is included in the Traf Regulator Control pay item.

All diamond shaped warning signs shall be 48 inches by 48 inches. Signs to be in place for more than 14 days shall be ground driven at a 7-foot bottom height.

All temporary signs shall be constructed with legends and symbols flush to the sign face and not extending beyond the sign borders or edges.

All traffic control devices, i.e. cones, channelizing devices, and signs shall meet ATSA quality guidelines for work for remaining life of project.

The Contractor shall relocate all traffic control devices as necessary as directed by Engineer. Payment for relocation of such is considered to be included in the pay item. No additional compensation will be granted for relocation of traffic control devices.

The Contractor shall assure that the construction site is a safe environment for local traffic at all times. The Contractor shall assure that proper safety measures are installed as work progresses to protect the general public.

### **MEASUREMENT AND PAYMENT**

The estimate of quantities for maintaining traffic on this project is based on the suggested sequence of operations as described in this Special Provision. Payment for these devices shall be in accordance with Section 812.04 of the Michigan Department of Transportation 2012 Standard Specifications for Construction unless otherwise specified.

The Maintaining Traffic pay items will be paid for at the contract unit price in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction, which shall be payment in full for all labor, material, and equipment needed to accomplish this work.

Payment for Temporary Signs, Channelizing Devices, and Arrow Boards will be based on the maximum number of units required at any one time for the entire project. Any additional temporary signing, traffic regulation, or maintaining traffic devices required to expedite the construction shall be at the Contractor's expense.

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

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

TAPER LENGTH "L" IN FEET

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

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

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

- L = MINIMUM LENGTH OF MERGING TAPER
- S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
- W = WIDTH OF OFFSET

### TYPES OF TAPERS


#### UPSTREAM TAPERS

- MERGING TAPER
- SHIFTING TAPER
- SHOULDER TAPER
- TWO-WAY TRAFFIC TAPER

#### DOWNSTREAM TAPERS (USE IS OPTIONAL)

### TAPER LENGTH

- L - MINIMUM
- 1/2 L - MINIMUM
- 1/3 L - MINIMUM
- 100' - MAXIMUM
- 100' - MINIMUM (PER LANE)

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L", "D" AND "B" VALUES		
	DRAWN BY: CON:AE:djf CHECKED BY: BMM	JUNE 2006 PLAN DATE:	M0020a
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn REV. 08/21/2006			

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


"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF  
LONGITUDINAL BUFFER SPACE "B"



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

\* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

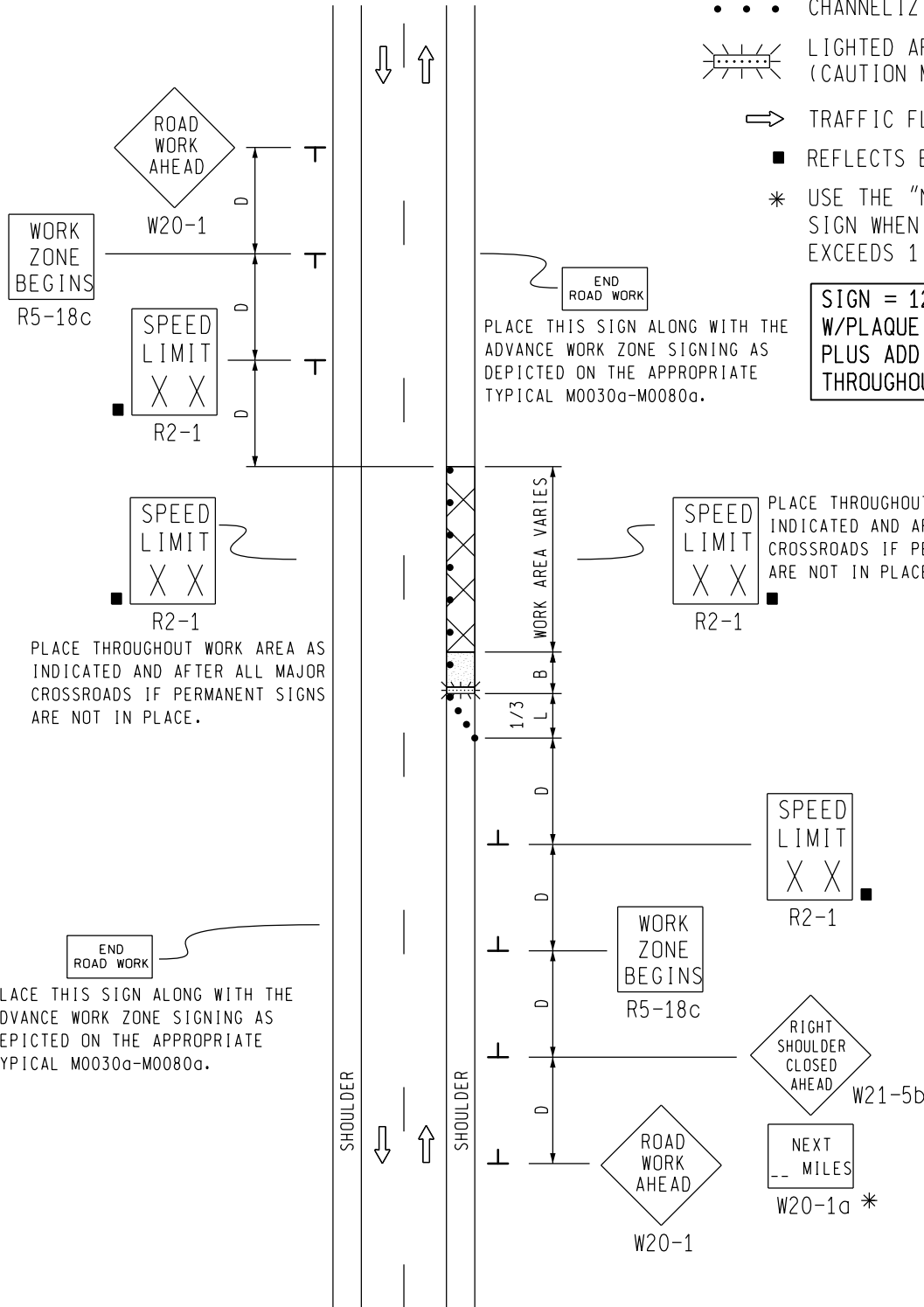
1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L", "D" AND "B" VALUES		
	DRAWN BY: CON:AE:djf CHECKED BY: BMM	JUNE 2006 PLAN DATE:	M0020a
FILE: R:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn      REV. 08/21/2006			

**KEY**

- • • CHANNELIZING DEVICES
-  LIGHTED ARROW PANEL (CAUTION MODE)
-  TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- \* USE THE "NEXT -- MILES" SIGN WHEN SHOULDER CLOSURE EXCEEDS 1 MILE IN LENGTH

SIGN = 120 ft± - TYPE B  
 W/PLAQUE = 132 ft± - TYPE B  
 PLUS ADDITIONAL R2-1's  
 THROUGHOUT WORK AREA




PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

NOT TO SCALE

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A SHOULDER CLOSURE ON A TWO LANE TWO-WAY ROADWAY NO SPEED REDUCTION	
	DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0110a.dgn REV. 10/04/2011		


## NOTES

1. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES  
 $1/3 L$  = MINIMUM LENGTH OF TAPER  
 B = LENGTH OF LONGITUDINAL BUFFER  
 SEE **M0020a** FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 29A. THE TYPE OF REFLECTIVE SHEETING USED FOR THE W20-1a PLAQUE SHALL BE THE SAME AS THE TYPE USED FOR THE PARENT SIGN.

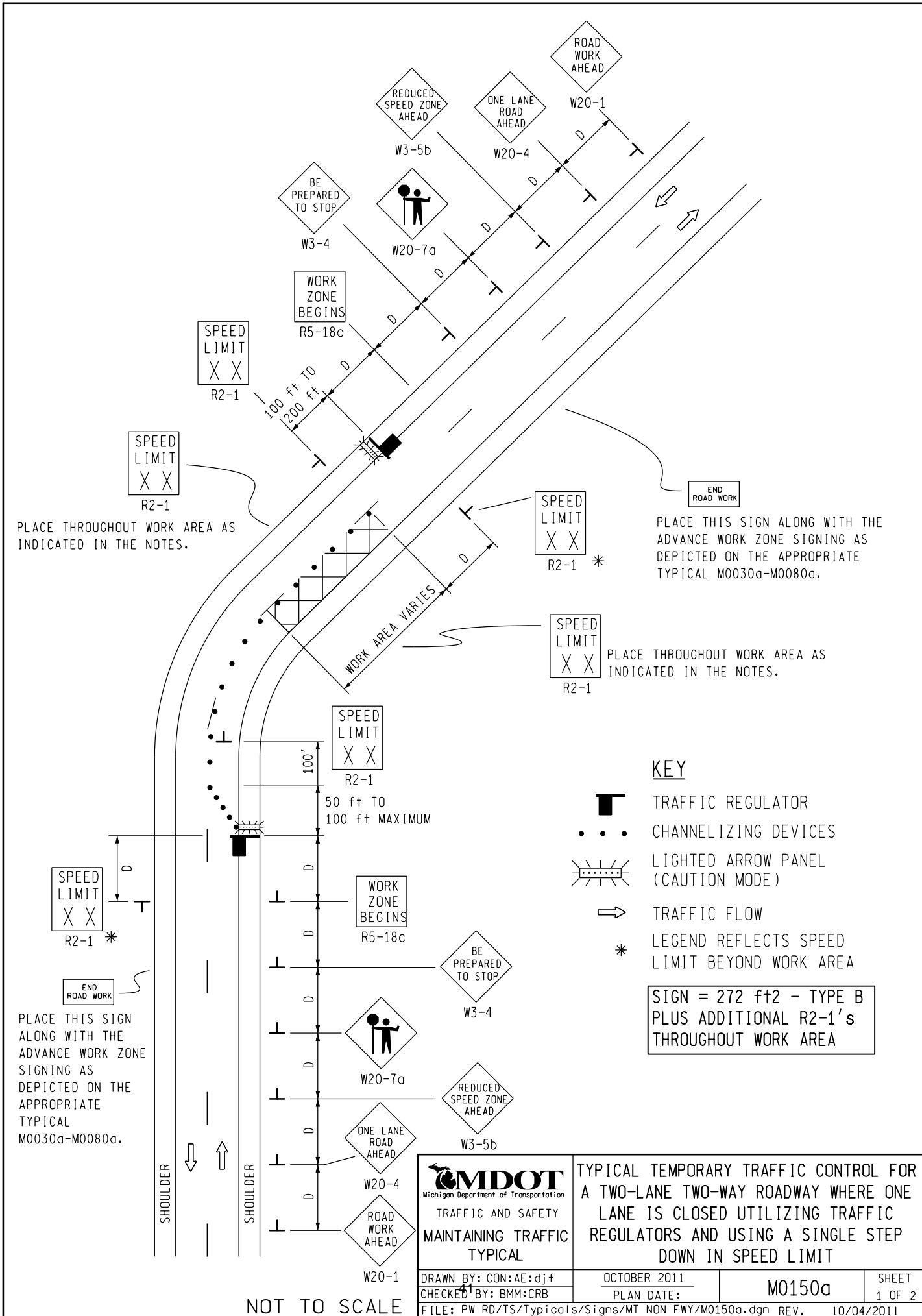
### SIGN SIZES

DIAMOND WARNING	- 48" x 48"
W20-1a PLAQUE	- 48" x 36"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A SHOULDER CLOSURE ON A TWO LANE TWO-WAY ROADWAY NO SPEED REDUCTION	
	DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0110a.dgn REV. 10/04/2011		










PLACE THROUGHOUT WORK AREA AS INDICATED IN THE NOTES.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

PLACE THROUGHOUT WORK AREA AS INDICATED IN THE NOTES.


**KEY**

-  TRAFFIC REGULATOR
-  CHANNELIZING DEVICES
-  LIGHTED ARROW PANEL (CAUTION MODE)
-  TRAFFIC FLOW
-  LEGEND REFLECTS SPEED LIMIT BEYOND WORK AREA

SIGN = 272 ft ± 2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

NOT TO SCALE

 Michigan Department of Transportation <b>TRAFFIC AND SAFETY</b> <b>MAINTAINING TRAFFIC TYPICAL</b>		<b>TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A SINGLE STEP DOWN IN SPEED LIMIT</b>	
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0150a	SHEET 1 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0150a.dgn REV. 10/04/2011			


## NOTES

- 1H. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES AND LENGTH OF LONGITUDINAL BUFFERS  
SEE **M0020a** FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.
- 16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.
- 16E. WHEN EXISTING SPEED LIMITS ARE REDUCED MORE THAN 10 MPH, THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

### SIGN SIZES

DIAMOND WARNING	- 48" x 48"
RECTANGULAR REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY <b>MAINTAINING TRAFFIC TYPICAL</b>	<b>TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A SINGLE STEP DOWN IN SPEED LIMIT</b>
DRAWN BY: CON:AE:djf	OCTOBER 2011
CHECKED BY: BMM:CRB	PLAN DATE:
	<b>M0150a</b>
	SHEET 2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0150a.dgn REV. 10/04/2011	

## SIGN MATERIAL SELECTION TABLE

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


TYPE I            ALUMINUM EXTRUSION  
 TYPE II          PLYWOOD  
 TYPE III         ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE I OR II SIGNS.  
 VERTICAL JOINTS ARE NOT PERMITTED.  
 HORIZONTAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

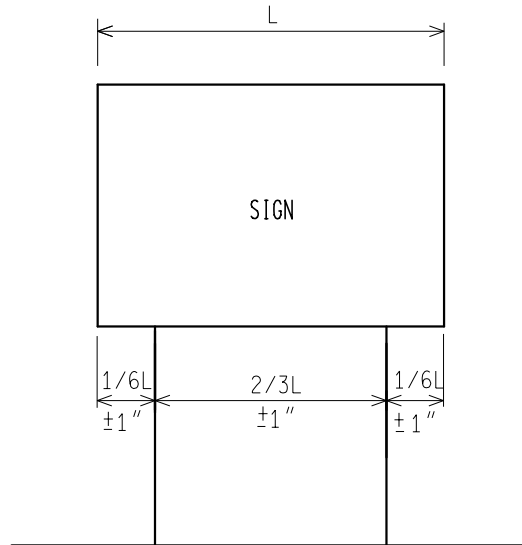
## POST SIZE REQUIREMENTS TABLE

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

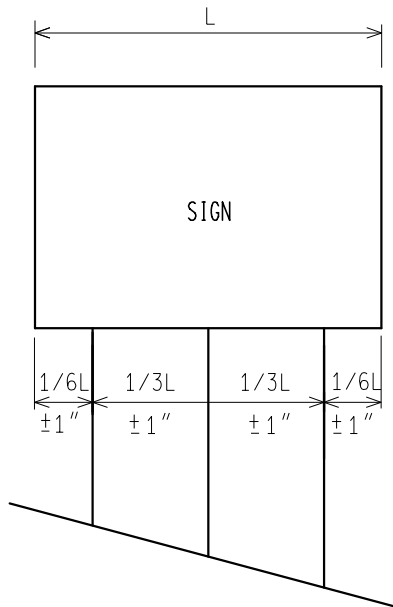
\*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.  
 SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD  
 POSTS DEPENDING ON AREA OF SIGN.  
 A MAXIMUM OF 2 POSTS WITHIN A 7' PATH IS PERMITTED.

 PREPARED BY OPERATIONS FIELD SERVICES	DEPARTMENT DIRECTOR Kirk T. Steudle  APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL FOR  <b>GROUND DRIVEN SIGN          SUPPORTS FOR TEMP SIGNS</b>		
	DRAWN BY: <u>CON/ECH</u> CHECKED BY: <u>AUG</u>	APPROVED BY: _____ DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT	F.H.W.A. APPROVAL _____	<u>7/20/2016</u> PLAN DATE

## 2 POST SIGN SUPPORT SPACING



## 3 POST SIGN SUPPORT SPACING



\* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

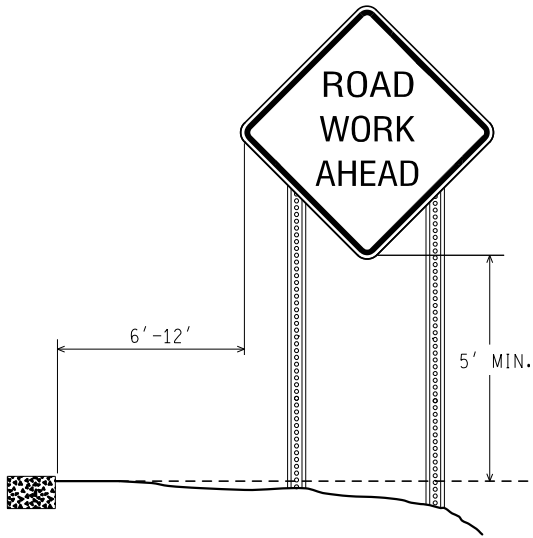
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF FIELD SERVICES SPECIAL DETAIL

F.H.W.A. APPROVAL

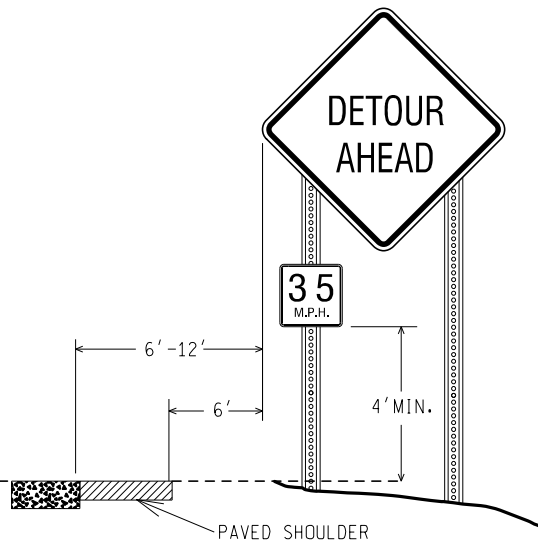
7/20/2016  
PLAN DATE

WZD-100-A

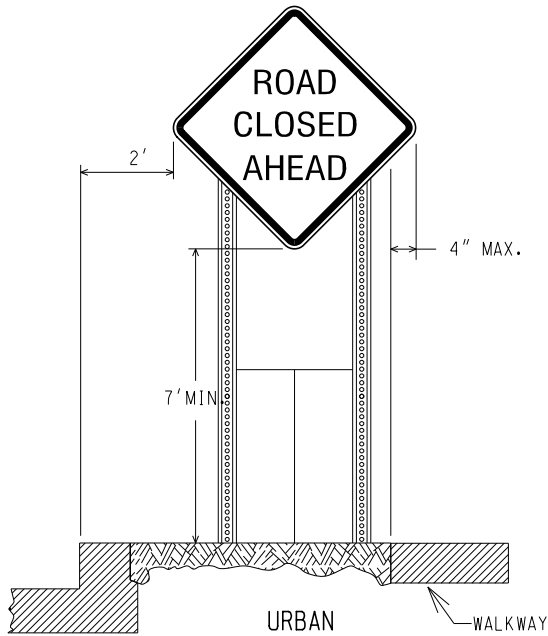
SHEET  
2 OF 11



RURAL



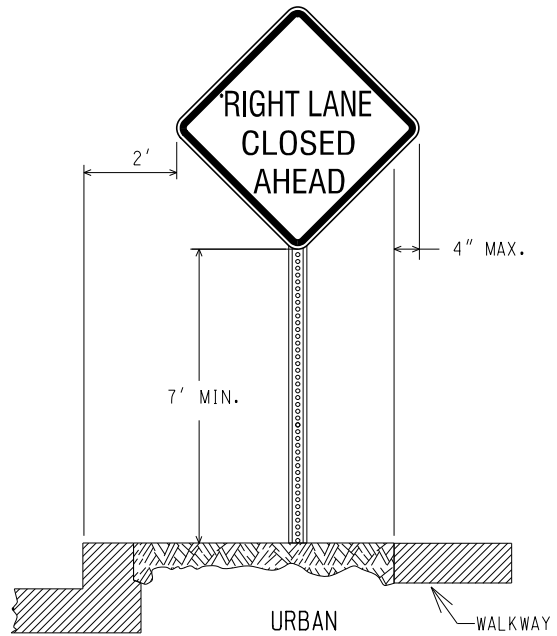
RURAL WITH ADVISORY SPEED PLATE



URBAN

WALKWAY

(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)



URBAN

WALKWAY

(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)

BOTTOM HEIGHT AND OFFSET

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF FIELD SERVICES SPECIAL DETAIL

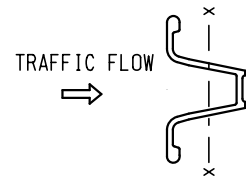
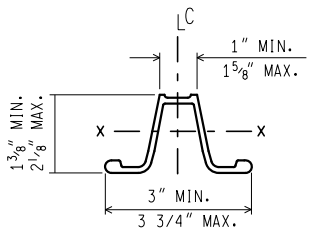
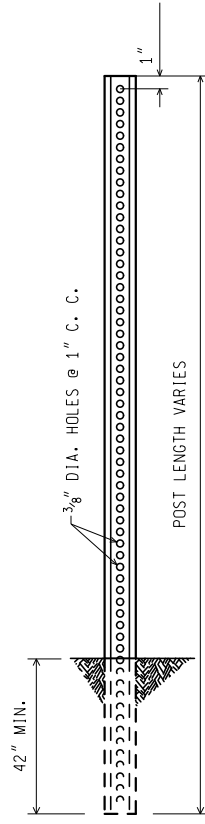
F.H.W.A. APPROVAL

7/20/2016  
PLAN DATE

WZD-100-A

SHEET  
3 OF 11

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



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

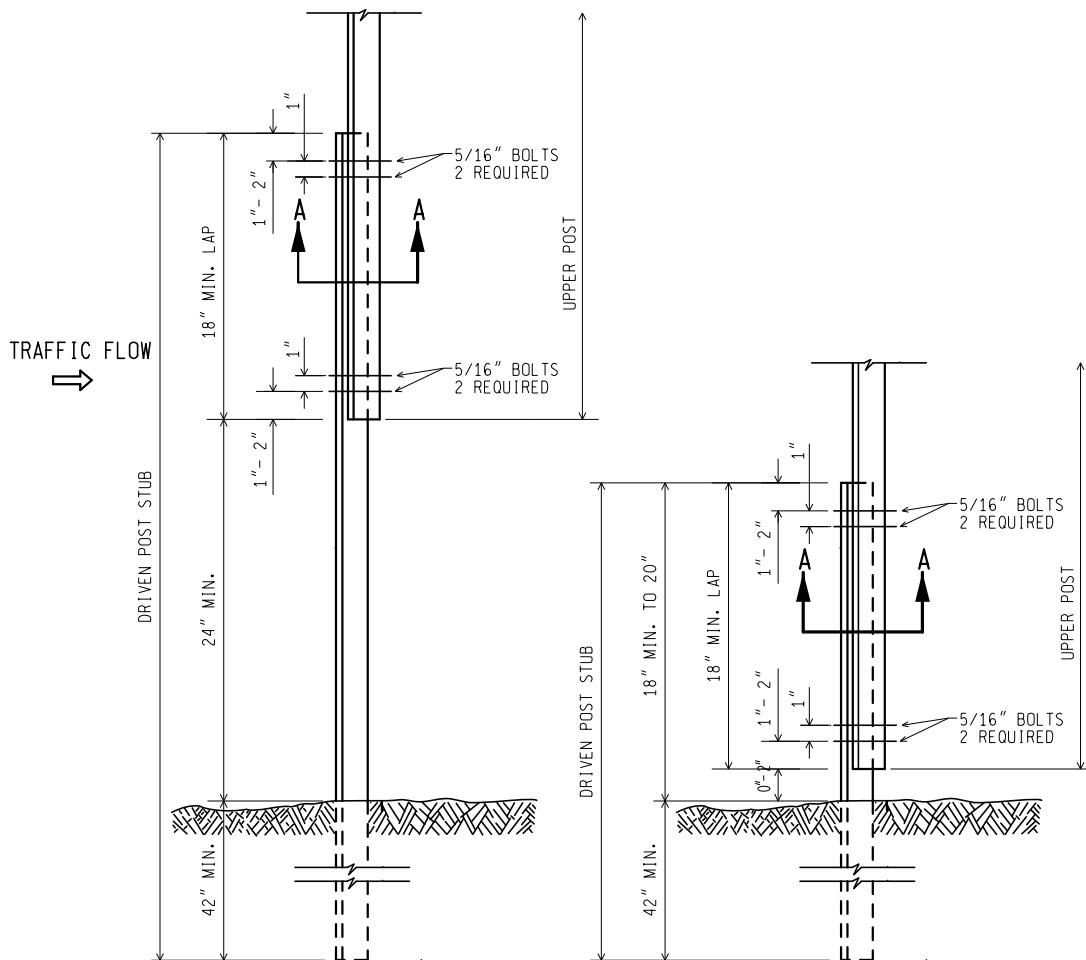
**3 lb. U - CHANNEL STEEL POST**  
 (NO SPLICE)

MOUNT SIGN ON OPEN FACE OF  
 U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	F.H.W.A. APPROVAL	7/20/2016 PLAN DATE	WZD-100-A	SHEET 4 OF 11
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UPPER SPLICE

LOWER SPLICE

3 lb. U - CHANNEL STEEL POST  
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF  
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

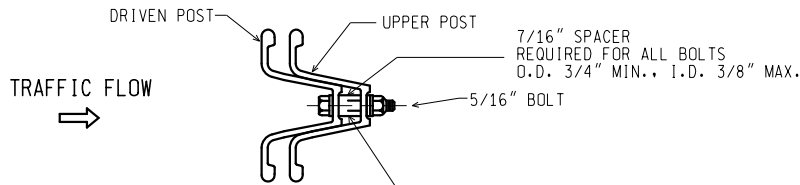
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BUREAU OF FIELD SERVICES SPECIAL DETAIL

F.H.W.A. APPROVAL

7/20/2016  
PLAN DATE

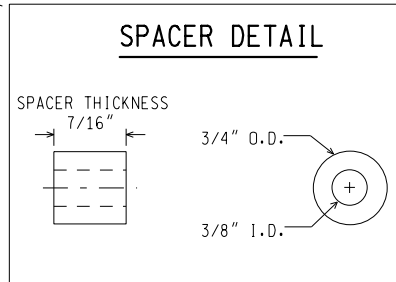
WZD-100-A

SHEET  
5 OF 11



SECTION A-A

7/16" SPACER  
 REQUIRED FOR ALL BOLTS  
 O.D. 3/4" MIN., I.D. 3/8" MAX.



NOTES:

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

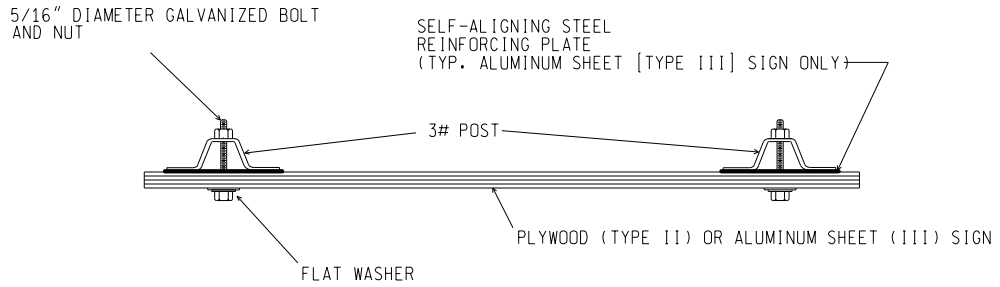
3 lb. U - CHANNEL STEEL POST  
 (WITH SPLICE)

NOT TO SCALE

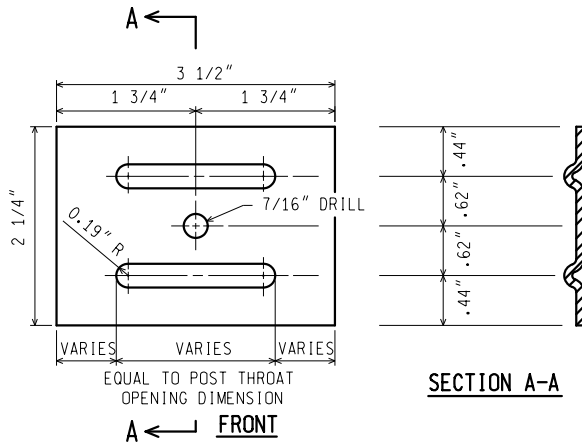
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	F.H.W.A. APPROVAL	7/20/2016 PLAN DATE	WZD-100-A	SHEET 6 OF 11
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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

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

STEEL SIGN REINFORCING PLATE  
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

NOT TO SCALE

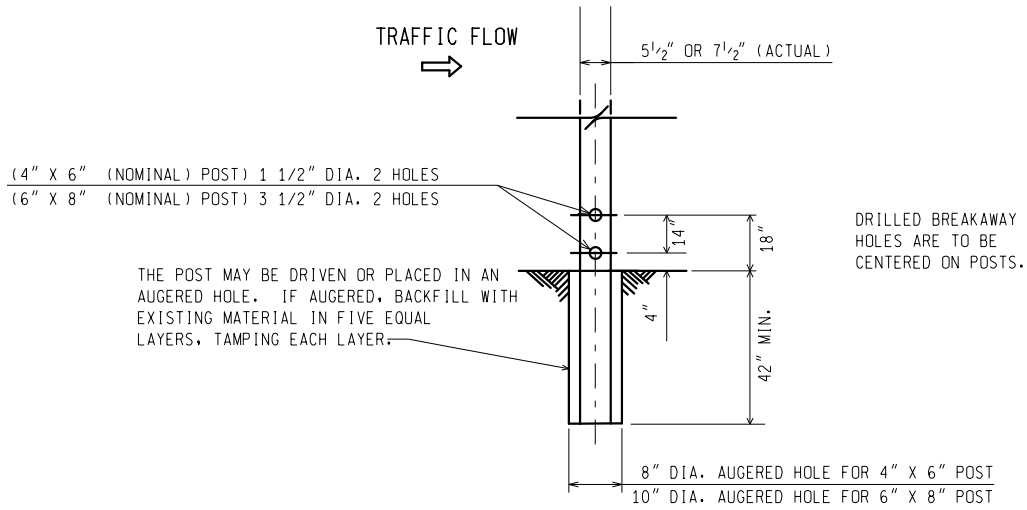
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF FIELD SERVICES SPECIAL DETAIL

F.H.W.A. APPROVAL

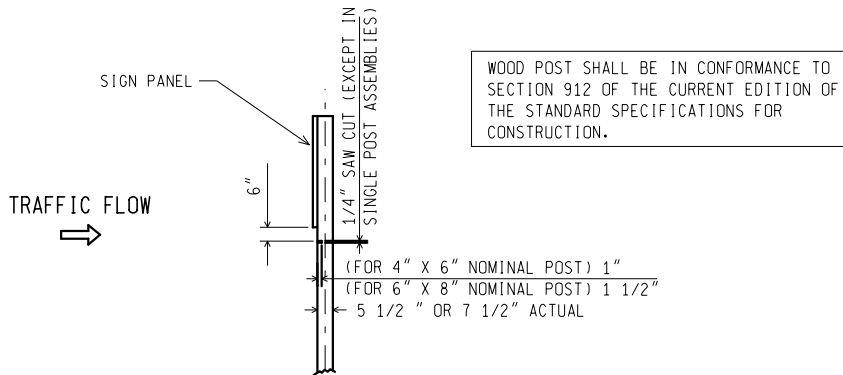
7/20/2016  
PLAN DATE

WZD-100-A

SHEET  
7 OF 11



WOOD POST BREAKAWAY HOLES/  
 DIRECT EMBEDMENT DETAILS



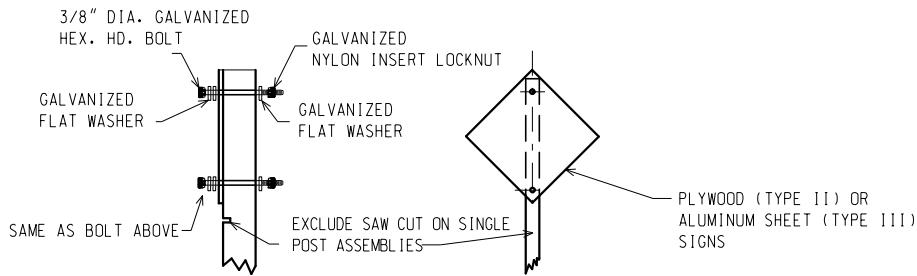
SAW CUT DETAIL  
 (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

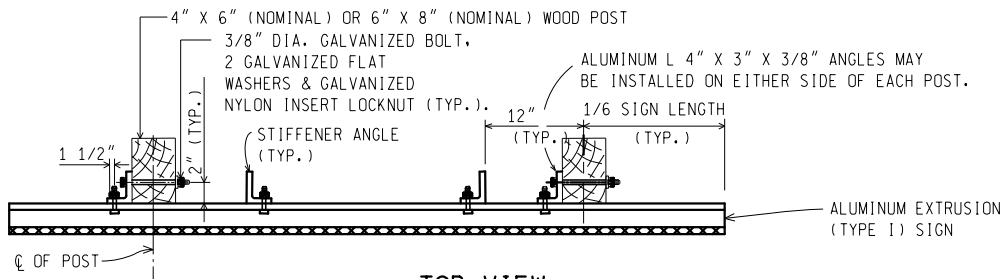
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	F.H.W.A. APPROVAL	7/20/2016 PLAN DATE	WZD-100-A	SHEET 8 OF 11
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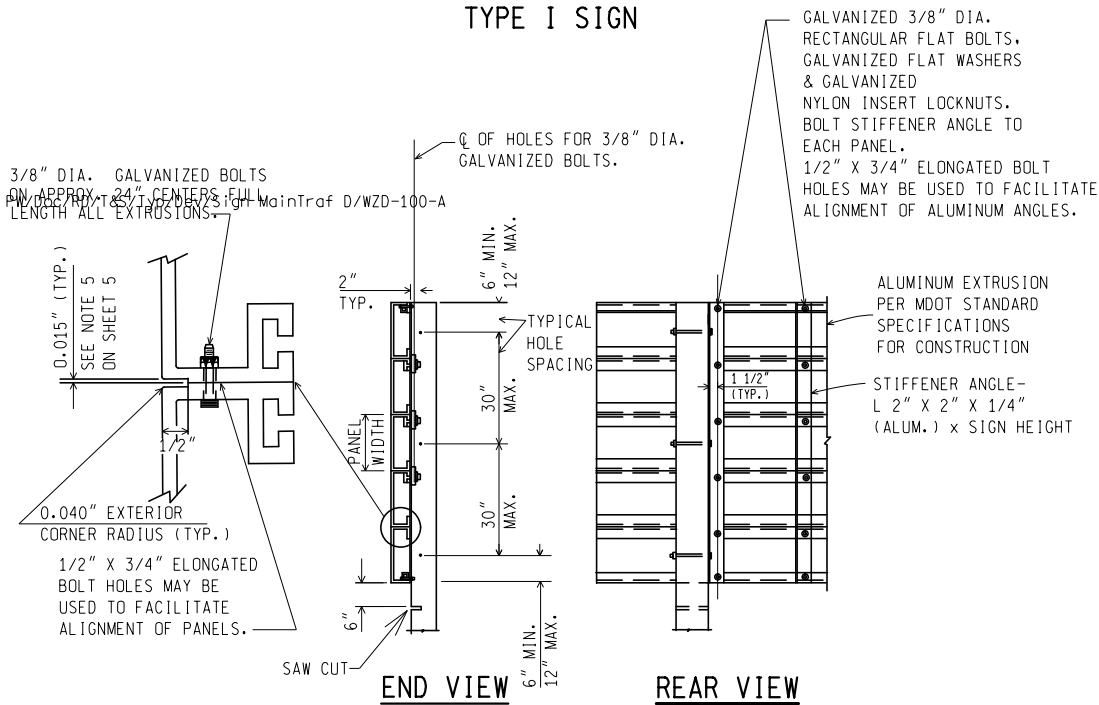
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



**TYPE II AND TYPE III SIGNS**



**TOP VIEW  
TYPE I SIGN**



**TYPE I SIGN - ERECTION DETAILS**

**WOOD POST CONNECTIONS**

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF FIELD SERVICES SPECIAL DETAIL

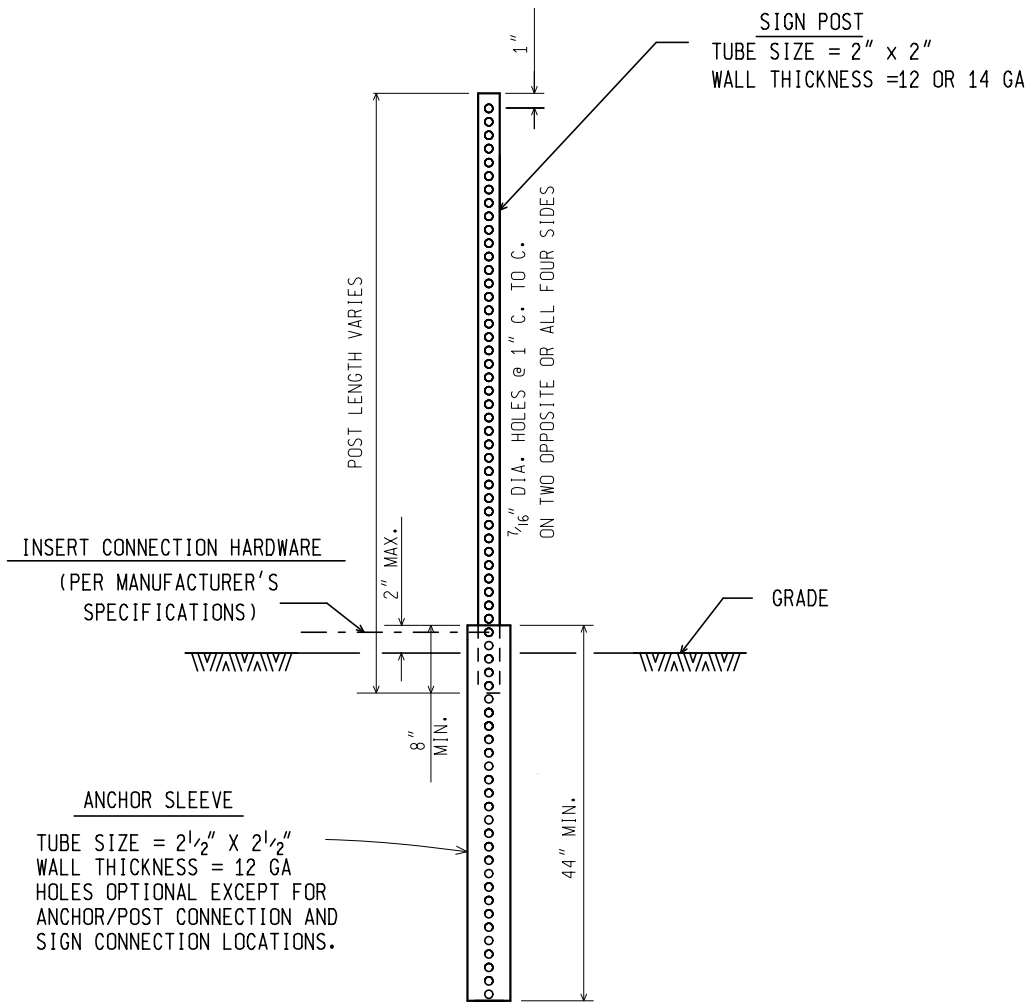
F.H.W.A. APPROVAL

7/20/2016  
PLAN DATE

WZD-100-A

SHEET  
9 OF 11

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



## SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	F.H.W.A. APPROVAL	7/20/2016 PLAN DATE	WZD-100-A	SHEET 10 OF 11
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NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

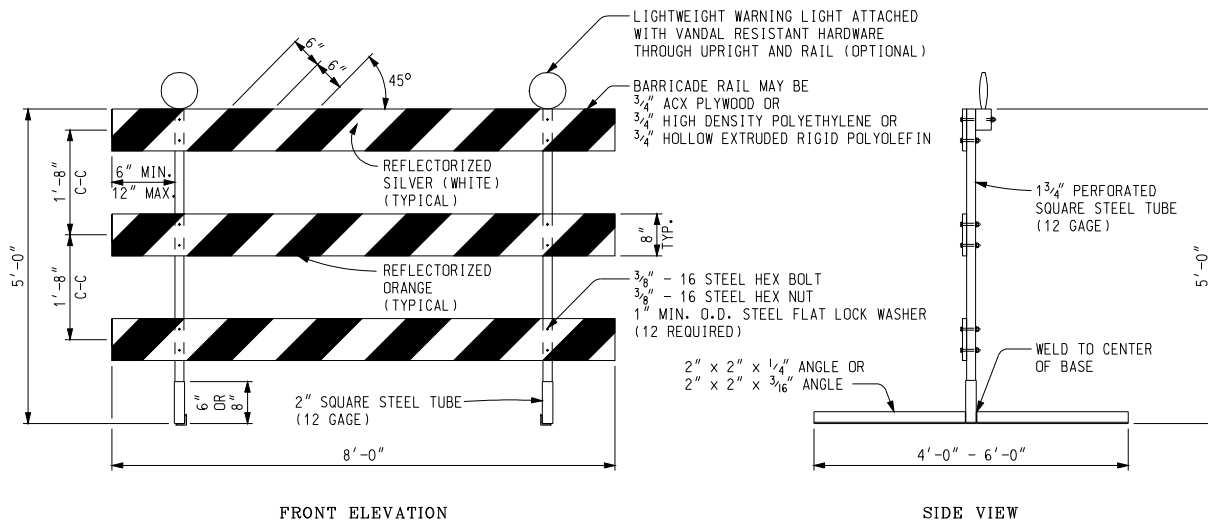
GENERAL NOTES:

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

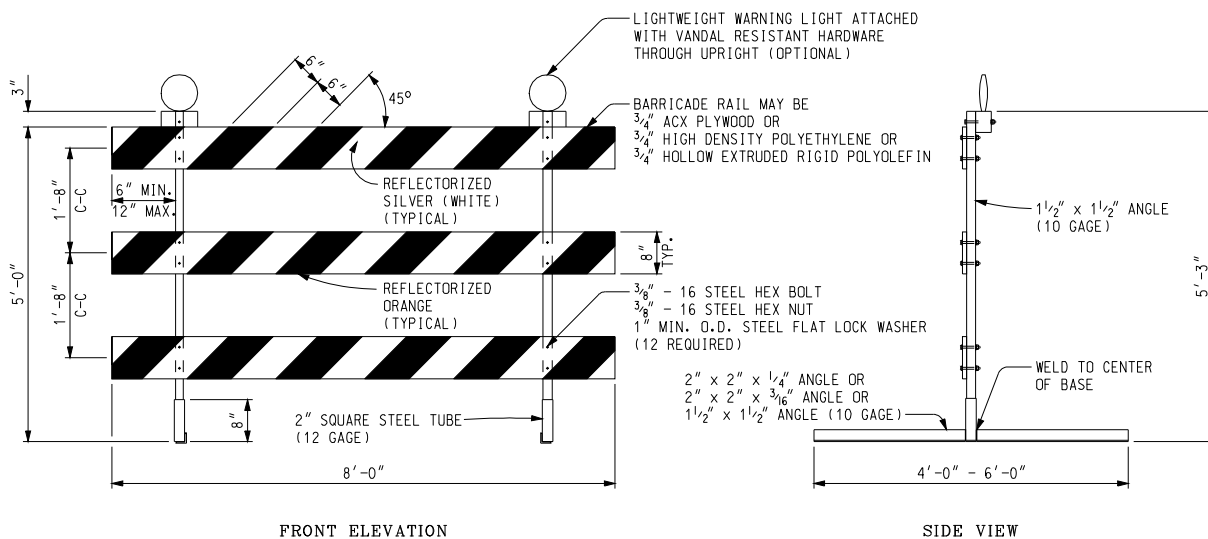
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	F.H.W.A. APPROVAL	7/20/2016 PLAN DATE	WZD-100-A	SHEET 11 OF 11
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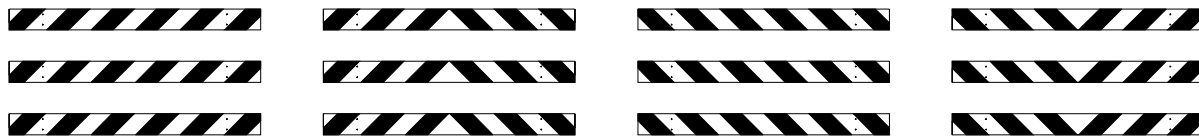
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



PERFORATED SQUARE STEEL TUBE OPTION



ANGLE IRON OPTION



LEFT DIRECTIONAL

BI-DIRECTIONAL

RIGHT DIRECTIONAL

CLOSURES

BARRICADE RAIL SHEETING OPTIONS  
TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at

[http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/wzd.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm)

NOT TO SCALE

File: T&S/Typ/Signs/WorkZones/wzd 125 d

Rev. 09/22/09 PJ



PREPARED BY  
TRAFFIC AND SAFETY

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

(SPECIAL DETAIL)

FHWA APPROVAL DATE

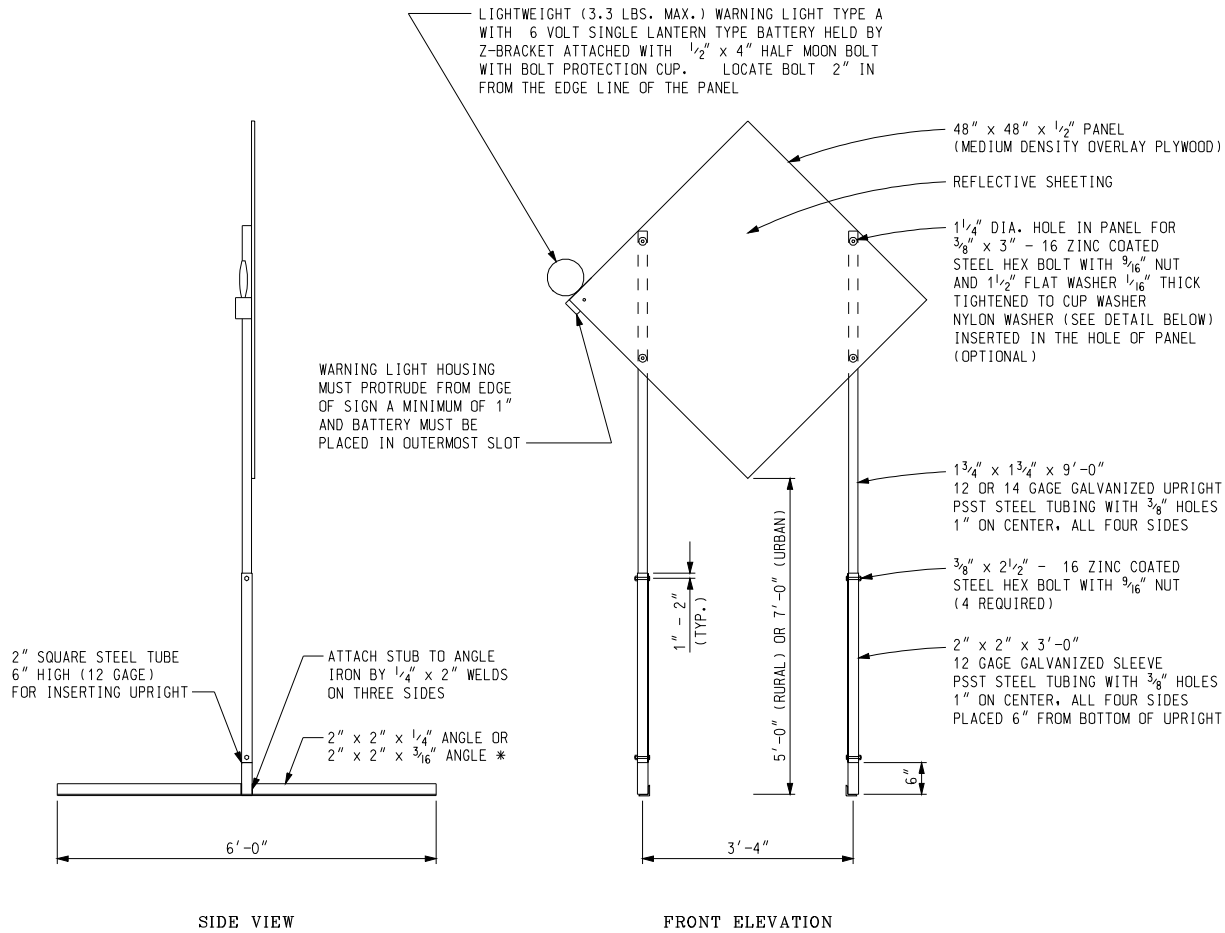
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

Temporary  
Traffic Control Devices

9/22/09  
PLAN DATE

WZD-125-E

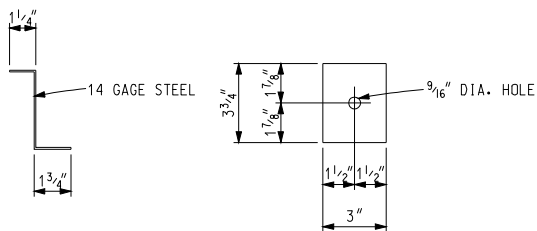
SHEET  
1 of 3



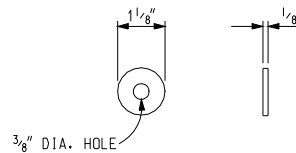
### TEMPORARY SIGN SUPPORT

(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

- \* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.
- UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL



OPTIONAL NYLON WASHER

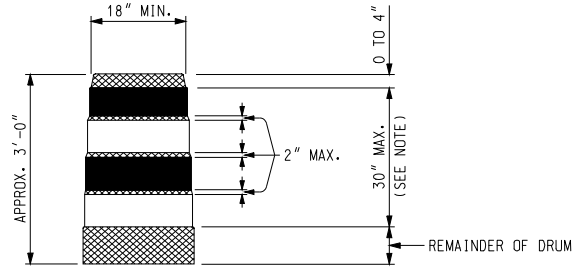
Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/wzd.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm)

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09	WZD-125-E	SHEET 2 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ	PLAN DATE		

- PLASTIC DRUM
- ▲▲▲ PROPOSED TYPE III BARRICADE
- △△△ EXISTING TYPE III BARRICADE

SYMBOLS TO BE USED ON PLANS



- REFLECTORIZED ORANGE
- REFLECTORIZED WHITE
- NON REFLECTORIZED ORANGE

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

PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARRICADE.

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

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

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

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

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09	WZD-125-E	SHEET 3 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ	PLAN DATE		

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.





**INDIVIDUAL CONSTRUCTION PERMIT**  
For Operations within State Highway Right-of-Way

Issued To:  
Saginaw County Road Commission

3020 SHERIDAN AVE  
SAGINAW MI 48601-4450

Contact:  
Joe Wisniewski  
989-399-3761(O) 989-280-0373(Cell)  
wisniewskij@scrc-mi.org

Permit Number: 73131-043373-16-112116  
Permit Type: Individual Application  
Permit Fee:  
Effective Date: Nov 21, 2016 to Nov 21, 2017  
Bond Numbers:  
Liability Insurance Expiration Date:

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

Requesting permit to place temporary traffic control signs in M-52 right-of-way for resurfacing project along Fergus Road from M-52 to Shiawassee River. No construction planned on M-52, only placing advanced warning signs for Fergus Road Construction. See attached maintaining traffic Special Provision and MDOT typicals for project.

STATE ROUTE: M-52      TOWNSHIP OF: St. Charles      COUNTY: Saginaw County

TOWN	RANGE	SECTION
T 10 N	R 3 E	19

NEAREST INTERSECTION:	SIDE OF ROAD:	DISTANCE TO (in feet) NEAREST INTERSECTION:	DIRECTION TO NEAREST INTERSECTION:
Fergus Road	E W	0.00	East

CONTROL SECTION:	MILE POINT FROM:	MILE POINT TO:	LOCATION:			
73131	8.740	8.780	LEFT	MEDIAN	RIGHT	TRANSVERSE
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REQUISITION NUMBER: WORK ORDER NUMBER: MDOT JOB NUMBER:      ORG JOB NUMBER:

73131-043373-16-112116 Issued To:Saginaw County Road Commsission

**This permit is incomplete without "General Conditions and Supplemental Specifications"**

**I certify that I accept the following:**

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, ***within ten (10) days*** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.  
I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

**CAUTION**

**Work shall NOT begin until the Advance Notice has been approved.  
Failure to submit the advance notice may result in a Stop Work Order.**

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Saginaw County Road Commsission	Joe Uhelski MDOT	November 21, 2016 Approved Date
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TSC Contact Info	Bay City TSC	(989) 671-1555
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THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.

STANDARD ATTACHMENTS:

- 1 General Conditions for Permit (General Conditions)

ADDITIONAL ATTACHMENTS

- 1 MDOT MOT Typicals.pdf
- 2 119176A - Maintaining Traffic SP.pdf
- 3 Saginaw County Road Commission.pdf

AMENDMENT ATTACHMENTS:

73131-043373-16-112116 Issued To:Saginaw County Road Commsission

SPECIAL CONDITIONS:

- 1 The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the Saginaw County Road Commsission facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authorized by this permit.
- 2 All disturbed areas within the right of way shall be top-soiled, seeded and mulched to match existing areas per current MDOT standards and specifications.

## GENERAL CONDITIONS

This permit is issued subject to the following conditions:

1. This permit grants to the permittee only those rights specifically stated and no other. Maintenance work within the trunkline right of way may require a separate permit unless authorized within the scope of the annual permit.
2. Issuance of this permit does not relieve permittee from meeting any and all requirements of law, or of other public bodies or agencies. The permittee shall be responsible for securing including but not limited to any other permissions including or required by law including but not limited to cities, villages, townships, corporations, or individuals for the activities hereby permitted.
3. The permittee agrees as a condition of this permit to:
  - a. Have in the permittee's or the permittee's representative's possession on the job site at all times the approved permit, advanced notice and any necessary plans or sketches.
  - b. Submit Advance Notice through the online Construction Permit System (CPS) at least five (5) working days prior to commencement of any operations covered by this permit. No work shall start until an approved Advance Notice is e-mailed to the permittee.
  - c. Perform no work except emergency work, unless authorized by the Department, on Saturdays, Sundays, or from 3:00 p.m. on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
  - d. Provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit.
  - e. Furnish, install and maintain all necessary traffic controls and protection during permittee's operations in accordance with the Michigan Manual of Uniform Traffic Control Devices and any supplemental specifications set forth herein.
  - f. Notify the Department of completion of work authorized by this permit through CPS, so that final inspection may be made and surety deposit released (where applicable). Surety deposit will not be released until the work authorized by the permit has been completed and inspected, and all inspection charges billable to the permittee are paid.
4. Nothing in this permit shall be construed to grant any rights what so ever to any public utilities, except as to the consent herein specifically given, nor to impair any existing rights granted in accordance with the constitution or laws of this state.
5. Any operations in the trunkline right of way not covered by permit and the appropriate Department specifications are in violation of the jurisdictional authority of the Department, with respect to the control of the trunkline right of way, unless approved by the Department. Any change or alteration in the permit activities requires prior approval of the Department and may require a new permit.
6. Performance of the requirements of this permit is the responsibility of the permittee. The permittee shall complete all operations for which this permit is issued in accordance with the conditions of this permit, by the specified completion date. The permittee shall meet all requirements of the current Department Standard Specifications for Construction, and the Supplemental Specifications set forth on/or incorporated as a part of this permit.
7. The construction, operation and maintenance of the facility covered by this permit shall be performed without cost to the Department unless specified herein. The permittee shall be responsible for the cost of restoration of the state trunkline and right of way determined by the Department to be damaged as a result of the activities of the permittee.
8. Facilities allowed on state trunkline right of way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Failure of the permittee to maintain the facilities located within the State trunkline right of way so as not to interfere with the operation, maintenance or use of the state trunkline by the traveling public may result in revocation of the permit.
9. The permittee is solely and fully responsible for all activities undertaken pursuant to the permit. Any and all actions by the Department and those governmental bodies performing permit activities for the Department pursuant to a maintenance contract, including but not limited to any approved reviews and inspections of any nature, permit issuing, and final acceptance or rejection of the work or activity authorized by the permit shall not be construed as a warranty or assumption of liability on the part of the Department or those governmental bodies. It is expressly understood and agreed that any such actions are for the sole and exclusive purposes of the Department and the governmental bodies acting in a governmental capacity. Any such actions by the Department and governmental bodies will not relieve the permittee of its obligations hereunder, nor are such actions by the Department and the governmental bodies to be construed as a warranty as to the propriety of the permittee's performance. The permittee shall indemnify and save harmless the State of Michigan, Michigan Transportation Commission, the Department and all officers, agents and employees thereof, and those governmental bodies performing permit activities for the Department and all officers, agents and employees thereof, pursuant to a maintenance contract, against any and all claims for damages arising from operations covered by this permit except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agent, or employees. In addition, permittee upon request shall furnish proof of insurance coverage for the term of this permit in an amount pre-specified.
10. This permit is not assignable and not transferable unless specifically agreed to by the Department.
11. The permittee, upon request of the Department, shall immediately remove, cease operations, and surrender this permit, or alter or relocate, at the permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the Department may take any necessary action to protect the trunkline interest and the permittee shall reimburse the Department for its costs in doing same. The permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.
12. The permittee shall, upon request by the Department, furnish a performance surety deposit in the form of a bond, cash, certified check, or (when authorized by the Department) an irrevocable letter of credit in such amount as deemed necessary by the Department to guarantee restoration of the trunkline highway or performance under the conditions of the permit.

13. The permittee hereby acknowledges and agrees that the Department has the right to demand completion by the permittee, or the performance surety, or to complete any uncompleted activity authorized by this permit which adversely affects the operation and/or maintenance of the state trunkline highway, or which is not completed by the expiration date of the permit, including:
- Completion of construction of driveway and/or approach (not authorized by annual permit).
  - Removal of materials.
  - Restoration of the trunkline facilities and right of way as necessary for the reasonably safe and efficient operations of the trunkline highway.
- The permittee further agrees to immediately reimburse the Department in full for all such costs incurred by the Department upon receipt of billing, and that upon failure to pay, the Department may effect payment with the performance surety deposit. Should the surety deposit be insufficient to cover expenses incurred by the Department, the permittee shall pay such deficiency upon billing by the Department. If the surety deposit exceeds the expense incurred by the Department, any excess will be returned or released to the depositor upon completion of the work to the satisfaction of the Department.
14. The Department reserves the right during the time any or all of the work is being performed to assign an inspector to protect the trunkline interest, and to charge the permittee all such costs incurred. In addition, the permittee may be billed any engineering and review fees incurred by the Department or its agent in connection with the work covered by this permit.
15. Emergency Operations: In time of disaster or emergency, or when utility lines or facilities are so damaged as to constitute a danger to life and/or property of the public, access to the same may be had by the most expeditious route. Work is to be completed in a manner which will provide the traveling public with maximum possible safety and minimize traffic distribution. Notice of such situations shall be given to the nearest police authority and the department as soon as can reasonably be done under the circumstances. During normal Department work hours, the facility owner shall advise the Department of any operations within right of way which affect traffic operations or the highway structure or facilities prior to performance of the work. After normal Department work hours, the permittee, at the beginning of the first working day after the emergency operation, shall advise the Department of any operations which affect traffic operations or the highway structures and facilities. If determined necessary by the Department, the permittee shall secure an individual permit for such work after notification.
16. Upon the Department's request, as built drawings of work performed will be furnished to the Department within 30 days after completion of the work.
17. The permittee shall give notice to public utilities in accordance with Act 174 of 2013, as amended, and comply with all applicable requirements of this act. The permittee shall also comply with requirements of Act 451, P.A. of 1994, as amended.
18. The permittee acknowledges that the Department is without liability for the presence of the permittee's facility which is located within the trunkline right of way. Acceptance by the Department of work performed, and/or notice of termination of performance obligations for the surety and/or the permittee do not relieve the permittee of full responsibility for the permittee's work or for the presence of the permittee's facility in the trunkline right of way.
19. Where the Department has accepted an Indemnification Commitment in lieu of bond and/or insurance policies, such commitment is incorporated into this permit by reference.
20. It is illegal to discharge substances other than storm water into the Department's storm sewer system unless permission has been obtained in writing for other discharges.
21. The permittee shall be responsible for obtaining information on permitted environmental site closures within MDOT right of way. MDOT has implemented a program that allows environmental contamination to remain within the right of way by use of a permit. Issued permit information can be obtained from the Region/TSC in which the permit is issued. If the permittee will encounter a site area identified as a site closure permit area, the permittee shall follow instructions and conditions set forth in Supplemental Specifications #3 and specifications found in form 2205-C, "Special Conditions for Underground Construction".

## SUPPLEMENTAL SPECIFICATIONS

1. Construction and Maintenance of Facilities – To construct and maintain utility crossings of limited access highways, access for the utility's service vehicles may be from county roads, service roads, and openings authorized in limited access right of way fences. The construction of utilities across limited access highways should be for the purpose of serving a general area rather than providing individual services, unless extenuating circumstances necessitate such crossings.
 

Equipment, vehicles or personnel will not operate within a distance of 30 feet from the edge of the pavement of roadways or ramps on limited access highways. At locations where utilities have been constructed in medians having a width greater than 80 feet or have otherwise been allowed to remain or to be constructed in limited access right of way, ingress and egress shall be by such routes as specified by the Department, which may also specify additional safety provisions.
2. Restoration- Restoration of the trunkline highway and right of way will be such that it will provide a condition equal to or better than the original condition, in accordance with Michigan Department of Transportation Standard Specifications.
3. Excavation and Disposal of Excavated Material – The permittee shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other highway installation such as sewers, culverts, etc. The permittee shall assume the full responsibility for this protection and shall not proceed in these areas before approval of the methods by the Department.
 

Construction equipment and excavating material shall not be stocked in such locations that it creates a traffic hazard or interferes with the flow of traffic; and on limited access highways, shall be a minimum of 30 feet from the traveled way. Sod and topsoil shall be stacked separately from other excavated material. The permittee shall dispose of all surplus and unsuitable material outside of the limits of the highway, unless the permit provides for disposal at approved locations within right of way. In the latter case, the material shall be leveled and trimmed in an approved manner.

When the permittee is excavating within trunkline right of way and discovers existing contaminated soil and/or an abandoned underground storage tank, special permit specifications entitled "Special Conditions for Underground Construction" (Form 2205-C) shall apply.
4. Utility Cuts, Trenches and Pavement Replacement – Utility crossing by pavement cutting and removal are generally prohibited. If extenuating circumstances make tunneling, boring and jacking impractical pavement cutting may be used with approval of the Department. All utility cuts, trenching and pavement replacement shall comply with the requirements of the Standard Specifications and the Standard Plan "Utility Cuts, Trenches and Pavement Replacement". Unless otherwise specified, cuts in concrete residential and commercial drives shall be as above; except that the patch width shall be a minimum of 3 feet and the remaining slab from patch to existing joint shall be a minimum of 3 feet. Backfill shall be made with sand-gravel as specified in the Standard Specifications, unless otherwise directed. After the backfill has been placed and compacted by controlled density method, the pavement shall be replaced with new pavement of the original type and quality, unless at the season of the year when it is not feasible to replace pavement in kind. In this case, a temporary surface of bituminous material shall be placed with Department approval and later replaced with pavement of the original type at the applicant's expense. Other pavement types may be allowed with prior approval of the Department.
5. Crossing Roadbed by Tunneling or Boring and Jacking – All crossing of roadbed operations involving tunneling, boring and jacking shall comply with the Department's special provisions for such work.
6. Backfilling and Compacting Backfill – Unless otherwise specified, all trenches, holes and pits shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than 9 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping. All backfill compaction will be subject to check by the controlled density method.
7. Depth of Cover Method- Unless otherwise authorized, pipes shall be placed to a depth that will provide not less than 4 feet of cover between the top of the roadway surface and the pipe, 3 feet cover below the ditch line and the pipe.
8. Trees:
  - a. The permittee is responsible for obtaining permission from abutting owners when trimming or removing trees on easement right of way.
  - b. Tree removal or trimming may be undertaken only after submission of an "Advance Notice" through CPS, a field review by the Region Resource Specialist and an approved copy of the advanced notice is e-mailed to the permittee.
  - c. Limbs, logs, stumps and litter shall be disposed of in a manner acceptable to the Department.
  - d. Tree roots shall be bored a distance of one foot for each one inch of trunk diameter for underground utility installations
9. Aerial Wire Crossings – Vertical clearance of wires, conductors and cables over state trunkline shall not be less than required by Section 232 of the National Electrical Safety Code, except in no case shall the under-clearance below any wire, conductor, or cable, under any temperature or loading condition, be less than eighteen feet (18').

□  
MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**INSURANCE**

CSD:JDM

1 of 1

APPR:KF:DBP:09-17-14

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

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

Saginaw County  
Saginaw County Road Commission

SAGINAW COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
**SHOULDER, CI II, MODIFIED**

ROWE :SCRC

1 of 1

November 2016

**Description**

The item of Shoulder, CI II, Modified, shall be done in accordance with Section 307 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as herein specified.

**Materials**

The material placed as Shoulder, CI II, Modified shall be 23A (100%) Limestone.

**Method of Construction**

Shoulder, CI II, Modified shall be constructed in accordance with Section 307 of the 2012 Michigan Department of Transportation Standard Specifications for Construction. The requirements for compaction will be that the material be compacted by use of pneumatic-tired rollers or vibratory compactor, such that the new material is compacted to form a stable surface. Density will be visually inspected. Density testing in accordance with the current Michigan Department of Transportation Density Testing and Inspection Manual shall be required, if needed as directed by the Engineer.

**Measurement and Payment**

The completed work as measured for **Shoulder, CI II, Modified**, will be paid at the contract unit prices for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
<b>Shoulder, CI II, Modified</b>	<b>Ton</b>

**Shoulder, CI II, Modified**, will be measured by weight in tons and will be paid for at the contract unit price per ton, which price will be payment in full for all material, labor and equipment necessary to accomplish this work.

Payment will be based on certified weigh slips meeting Michigan Department of Transportation requirements, delivered on-site to the Engineer with each load.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**HOT MIX ASPHALT PRICES FOR ADJUSTMENTS**

LAP:DRS

1 of 1

APPR:LFS:BCW:11-25-15

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

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

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

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

<b>Pay Item Code</b>	<b>Pay Item Name</b>	<b>Unit</b>	<b>Base Price</b>
5010703	HMA, LVSP	Ton	\$54.11

SAGINAW COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
**HMA APPLICATION ESTIMATE**

ROWE: SCRC

1 of 1

November 2016

**Description**

This work shall be done in accordance with the requirements of Division 5 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified herein.

**Materials**

The HMA top course shall be **HMA, LVSP** and shall be 165 pounds per square yard, placed in one lift. The thickness of the proposed HMA may vary to correct the roadway cross-slope. The Performance Grade asphalt binder range for the Mixture shall be PG 58-28. The aggregate wear index number required for the top course shall be 220 minimum.

The Bond Coat material shall be SS-1h applied at the rate as directed by the Engineer with a range of 0.05 to 0.15 gallons per square yard.

Where Reclaimed Asphalt Pavement (RAP) is to be used, a maximum of 17% RAP binder by weight of the total binder in the mixture (Tier I) shall apply. No shingles shall be used in RAP. The Engineer shall approve the mix design prior to the placement of the mixture.

**Construction Methods**

This work shall be done in accordance with the requirements of Section 501 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

Compaction testing shall be completed by the Nuclear Density Method.

**Measurement and Payment**

Measurement and Payment shall be at the contract unit price per ton.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**CONTRACTOR PERFORMANCE EVALUATIONS**

CFS:JGG

1 of 2

APPR:BJO:RRV:06-07-11  
FHWA:APPR:06-20-11

**a. Description.** Project management staff will evaluate the Contractor's performance on this project and the evaluation may be used as a basis for modifying the prequalification ratings of the Contractor. An evaluation may be issued during the course of a project (interim) and will be issued after completion of a project (final). The criteria used for the evaluation will be provided by the Engineer upon written request at the preconstruction meeting or found on the MDOT web site in the Bureau of Highways Instructional Memorandum 2011-01. Any action to modify the Contractor's prequalification ratings will be taken in accordance with the duly promulgated prequalification rules.

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

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

**b. Appeals.**

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

2. Appeal of Performance Improvement Plan. Within 14 days after the date that a performance improvement plan is approved and sent to the Contractor, the Contractor may file a written appeal of that plan to the Engineer and request to appear before a Performance Evaluation Appeal Panel. Documentation must include the reasons for the appeal. If a timely

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

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

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

**d. Subcontractors.** For purposes of this special provision, the word "Contractor" includes subcontractors. Project management staff will evaluate the performance of subcontractors in accordance with this special provision.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**ELECTRONIC TRANSMITTAL OF CONTRACT DOCUMENTS**

CSD:JDM

1 of 1

APPR:DAP:DBP:07-13-15  
FHWA:APPR:07-16-15

**Delete the first sentence in subsection 102.15, on page 22 of the Standard Specifications for Construction, and replace with the following:**

The Department will provide the contract and bond forms electronically to the determined low Bidder, using ProjectWise. The low Bidder will receive notification of the documents availability from [MDOT-Awards@michigan.gov](mailto:MDOT-Awards@michigan.gov) at the e-mail address provided to the Department. The determined low Bidder will be responsible for printing the contract documents for return to the Department.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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

CSD:JDM

1 of 1

APPR:JJG:DBP:07-02-13

FHWA:APPR:07-10-13

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

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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

CSD:JDM

1 of 2

APPR:DAP:DBP:07-13-15  
APPR FHWA:07-28-15

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

If the electronic transmittal of the contract and bond forms to the determined low Bidder occurs later than 5 calendar days of the bid letting, and the Department has not received the DBE Participation Sheets or Abbreviated Contractor Good Faith Effort Application from the otherwise determined low Bidder, the Department may award the contract to the next low Bidder, or otherwise exercise its discretion in accordance with subsection 102.13.

If the electronic transmittal of the contract and bond forms to the determined low Bidder occurs prior to 5 calendar days of the bid letting, and the Department does not receive the DBE Participation Sheets or Abbreviated Contractor Good Faith Effort Application from the determined low Bidder within 5 calendar days of the bid letting, the Department may award the contract to the next low Bidder, or otherwise exercise its discretion in accordance with subsection 102.13.

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

The determined low Bidder's failure to submit the overall DBE percentage with the bid or the determined low Bidder's failure to submit the DBE Participation Sheets or Abbreviated Contractor Good Faith Effort Application within 5 calendar days of the bid letting as specified in subsection 102.18 will result in the payment of the bid guaranty to the awarding authority if the Bid Appeal Committee denies the appeal as outlined in subsections 102.11 and 102.12.

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

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

The two lowest Bidders, regardless of bid status (as checked, if available, or as submitted, if TBA), must provide Disadvantaged Business Enterprise (DBE) Participation Sheets within 5 calendar days of the bid letting. Submit this information using Form 0178 via e-mail to [MDOT-Awards@michigan.gov](mailto:MDOT-Awards@michigan.gov).

If either of the two lowest Bidders, regardless of bid status (as checked, if available, or as submitted, if TBA), are unable to meet the DBE participation goal, an Abbreviated Contractor Good Faith Effort Application must be provided within 5 calendar days of the bid letting. Submit this information using Form 0188A via e-mail to [MDOT-GFE@michigan.gov](mailto:MDOT-GFE@michigan.gov). This

submittal must include the DBE Participation Sheets that will be used to meet any portion of the DBE goal.

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

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

If a determined low Bidder is unable to meet the DBE participation goal, additional information relating to their Abbreviated Contractor Good Faith Effort Application specified in subsection 102.18, will be required. That additional information will be submitted in accordance with the current Department DBE Program Procedures. The contract will not be awarded until a determination is made by the Department.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**JOINT/TWO-PARTY CHECKS**

CSD:LFS

1 of 1

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

**a. Description.** This special provision establishes the requirements for parties desiring a joint/two-party check arrangement.

**b. Requirements.** Parties desiring a joint/two-party check arrangement must submit an *Application to Use Joint Checks* (MDOT Form 0183) to the Department as described on Form 0183. An acceptable joint check arrangement must include the following:

1. Prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated price;
2. Subcontractor is more than an extra party in releasing the check to the material supplier;
3. Subcontractor negotiates the quantities, price and delivery of materials;
4. Prime contractor/payor issuing the check acts solely as guarantor;
5. Subcontractor releases the check to the supplier;
6. Only a short term arrangement (no more than two seasons) with the purpose being establishment of or increase of subcontractor's credit line with the material supplier; and
7. Subcontractor is responsible to both furnish and install the material/work item.

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**DISSEMINATION OF PUBLIC RELATIONS INFORMATION**

CSD:JDM

1 of 1

APPR:JAT:DBP:07-01-14  
FHWA:APPR:07-08-14

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**DEBRIS OR MATERIALS IN TRAFFIC LANES**

CFS:BRZ

1 of 1

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

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

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**HIGH VISIBILITY CLOTHING**

SSA:JDG

1 of 1

APPR:MWB:CRB:06-18-14  
FHWA:APPR:06-27-14

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

4. **Worker Visibility.** Effective November 24, 2008, all workers within the right-of-way who are exposed to traffic or to construction equipment within the work area, must wear high visibility clothing.

High visibility clothing or high visibility safety apparel is personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage. High Visibility safety apparel must meet the Performance Class 2 or 3 requirements of the American National Standards Institute/International Safety Equipment Association (ANSI/ISEA) 107-2004 for High-Visibility Safety Apparel and subsequent revisions thereof.

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**VALUE ENGINEERING CHANGE PROPOSAL**

CFS:EMB

1 of 4

APPR:SJP:DBP:03-17-10  
FHWA:APPR:06-01-11

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

**b. Submittal of Conceptual VECP.** Submit a Conceptual Proposal for the preliminary evaluation. Upon review by the Engineer, one of the following actions will be taken:

- Conceptual approval and a request for the Contractor to submit a formal VECP.
- Request for additional information.
- Denial of the VECP.

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

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

After approval of conceptual VECP, the Contractor must follow section c for the Final VECP.

**c. Submittal of Final VECP.** Submit five copies of the following information for each VECP using Value Engineering Change Proposal Form (Form # 1962) marked Final VECP.

1. A description of the difference between the existing contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, operating costs, ease of maintenance, desired appearance, impact on utilities and right of way, mobility and safety of the motorist, bicyclist and pedestrian; design standards, and safety standards.

2. A complete set of plans, if necessary, and specifications showing the revisions relative to the original contract. This portion of the submittal must include design notes and construction details. If the proposal has plans, these must be signed and sealed by the Contractor's Professional Engineer licensed in the State of Michigan.

3. All costs and proposed unit prices must be documented by the Contractor and must include a cost comparison summarizing all the items the VECP replaces, reduces, eliminates, adds, or otherwise changes from the original contract on a spreadsheet.

4. A date by which the Department must make a decision to avoid delays to the existing contract and to obtain the proposed cost savings.

5. If impacting maintenance of traffic provisions, identify proposed changes and impacts to the Special Provision for Maintaining Traffic. If the submitted revisions to the maintaining traffic provision are approved and require any corrections, the Contractor is responsible for all additional costs related to corrective measures.

6. A statement detailing the affect the proposal will have on the time for completing the contract and impacts to the critical path and progress schedule.

7. A description of any known uses or testing of the proposed changes and the conditions and the results.

8. If the VECP submittal includes pay items associated with a warranty, include the latest version of the warranty specification.

**d. Evaluation.** By submitting the VECP, the Contractor agrees not to hold the Department liable for its decision or for any delays to the work attributable to the VECP. Decisions on VECP are not subject to appeal. Work on the project will continue in accordance with the requirements of the contract until a work order is issued which incorporates the VECP changes. The Department has final authority of the acceptability of a VECP and of the estimated net savings attributable to the adoption of all or any part of the VECP. If, in the judgment of the Engineer, contract prices do not represent a fair measure of the value of work to be performed or to be deleted, the Engineer will use other means to determine the estimated net savings.

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

If the VECP is accepted, in whole or in part, the written acceptance will be issued by a work order and followed with a contract modification. The work order and contract modification will include the necessary changes in the plans and specifications and any conditions upon which the

approval is based. Acceptance of the VECP will not extend the time of contract completion unless specifically provided for in the work order and contract modification.

VECP will be evaluated in accordance with the following:

1. The Engineer will determine if a VECP qualifies for consideration and evaluation. The Engineer may deny any VECP that requires excessive time or costs for review, evaluation or investigation. The Engineer may deny any VECP that is not consistent with the Department's design policies and criteria for the project.

2. The Department will not accept a VECP that is similar to a change in the plans or specifications under consideration by the Department for the project at the time the proposal is submitted; nor will the Department accept a proposal based upon, or similar to, standard specifications, general use special provisions or standard drawings adopted by the Department after the advertisement for the contract. The Department reserves the right to make such changes without compensation to the Contractor under the provisions of subsection 103.02 of the Standard Specifications for Construction.

3. The Contractor will have no claim against the Department for additional costs or delays resulting from denial or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.

4. A VECP will be denied if equivalent options are already provided in the contract.

5. A saving resulting solely from the elimination or reduction in quantity of a contract pay item will not be considered as a VECP. A saving resulting from the elimination or reduction in quantity of a contract item specified as part of a VECP may be considered.

6. In calculating the value of cost savings, the Department has the right to disregard the Contract bid prices, if such prices do not represent the value of the work to be performed or to be deleted, and has the right to calculate the savings based on reasonable cost for such work.

7. A VECP cannot be used to alter incentive and disincentive rates and maximum payments on A + B and/or lane rental projects.

8. A VECP will be denied if the design consultant for the contractor is also the design consultant for the Department or other apparent conflicts of interest exist.

**e. Time Frame for VECP Evaluation.** The Contractor will be notified of the Department's decision to approve or deny a conceptual or final VECP within 14 calendar days of receipt of the VECP. If a written acceptance has not been received within this time frame, and the date has not been extended by mutual agreement of both parties, the VECP is denied. The Department's decision is final and there is no appeal.

**f. Future Use of VECP.** The Department reserves the right to use all or any part of a VECP on other contracts without obligation or compensation to the Contractor. If the VECP is accepted, the Department may use or disclose any information necessary to incorporate the VECP on future projects.

**g. Payment for Work under the VECP.** The Engineer may reject all or any portion of work performed under an approved VECP if results are unsatisfactory. The Engineer will direct the removal of rejected work and construction will proceed under the original contract requirements. There will be no payment for work performed under the proposal, or for its removal.

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

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

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

$$(\text{Cost of Deleted Work}) - (\text{Cost of Added Work}) = \text{Net Savings}$$

$$\text{Payment} = (\text{Net Savings})/2$$

Note: Approved VECP's will be paid using the pay item code "1200000", item description of "Value Engineering" and the pay unit is "Dollar" for the contract modification.

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



MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**CONSTRUCTION DOCUMENT MANAGEMENT**

CFS:CF

1 of 3

APPR:JJG:DBP:09-09-14  
FHWA:APPR: 09-22-14

**a. Description.** This work consists of providing all materials, labor, and equipment necessary to meet MDOT's construction document management (CDM) system process. Submit all project documentation for this contract in electronic format and place it in MDOT's CDM system, unless otherwise noted in this special provision. No paper documents, faxes, e-mails or other methods/media are permitted except as allowed by this special provision or specifically approved by the Engineer. The Contractor is responsible for keeping all information in the CDM system up to date throughout the execution of the contract.

**b. Digitally Encrypted Electronic Signatures.** All documents utilized on the project that require signature authorizations must be signed using a validated by MDOT digitally encrypted electronic signature. Submit digitally encrypted signatures using Form 5600, Contractor Statement of Digital Electronic Signature Validation, to the Engineer for validation. A database will retain the Contractor's unique public key embedded into all digital electronic signatures. If the approved validated signature file becomes unusable due to password or computer failures, loss of signature file, or other similar reason the Contractor is required to submit a new Form 5600 for the new digital signature.

Scanned signatures, retail point of sale scribble capture, cursive fonts or other non-conforming signatures are prohibited. All digitally encrypted signatures must meet the legal requirements of the Federal e-Sign Act of June 30, 2000 and use Public-Key Cryptography Standards (PKCS) #12 encryption. The signature must be embedded into documents digitally by the unique user signing the document and must not require the use of a third party website, pay service or other proprietary software to view or authenticate. Many different software/applications use standard PKCS #12 digitally encrypted electronic signatures.

All fillable forms must retain the ability to be fillable upon submission to the Engineer. Submitted documents are not to be locked (changes not permitted) when placing a digitally encrypted signature. Software tracks changes to documents and this information is captured as part of each individual document. Locked documents do not allow additional processing (information entry) by the Engineer and all locked documents will be returned to the Contractor for resubmission.

Additional digitally encrypted electronic signature information can be found at the following link:

<https://mdotwiki.state.mi.us/construction/index.php/E-Signature>

Failure to submit documents utilizing valid digitally encrypted signatures will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted signatures.

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

**d. Contractor Authorized Requestors.** The Contractor must designate two authorized requestors at the preconstruction meeting. The authorized requestors are:

1. The only individuals that can request the Engineer to provide or withdraw ProjectWise access for this contract.
2. Responsible to designate contract roles in ProjectWise (submitter or read only).
3. Responsible for promptly notifying the Engineer of any ProjectWise user access changes for this contract.

**e. Training.** Additional documentation and training for CDM system processes and details of scheduled classes and methods for requesting training are available at the following website:

<http://www.michigan.gov/mdotprojectwisetraining>

**f. Technical Issue Resolution.** Upon discovery of a ProjectWise access issue the Contractor must immediately notify the Engineer and submit a notice to the e-mail resource [MDOT-ProjectWiseConst@michigan.gov](mailto:MDOT-ProjectWiseConst@michigan.gov).

**g. Document Format.** The Engineer may reject documents that are deemed to be unsuitable. This includes documents submitted that are illegible, unreadable, locked, etc. The Contractor must re-submit the corrected documents via ProjectWise. Failure to address rejected documents may delay progress payments.

The Contractor must use the document naming conventions as described in the Department's Construction Manual under the heading "Construction Documentation Standard Naming Conventions for e-Construction". This section is maintained at the following website:

<https://mdotwiki.state.mi.us/construction/index.php/E-Construction>

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

Documents placed in the ProjectWise Contractor In Box folders will initially have a state of "Pending." While in the Pending state the Contractor is able to modify or delete the document. Once the Contractor has finalized the document they must change the state from "Pending" to "Submitted." Once the document is in the "Submitted" state the Contractor will no longer be able to modify or delete the document.

The Contractor must complete the following actions:

- Upload all documents into the corresponding Contractor In Box folder.
- Change the state of the document.
- Send an e-mail to the Engineer, or their approved representative, providing notification that there are new documents submitted.

Place all required documents in the appropriate ProjectWise folder as listed below.

1. Contract Modifications. This folder contains contract modifications added by the Engineer for signature by the Contractor.

2. Correspondence. This folder contains all Contractor submitted documents not specifically listed below.

3. Materials. This folder contains all documents pertaining to the certification and approval of contract materials as defined in section 105 of the Standard Specifications for Construction. Combining of multiple material certification documents into one large single electronic file may cause delays in material acceptance and progress payments.

4. Payrolls. This folder contains all documents related to prevailing wage. Certified payrolls are not to include full social security numbers. Submission of any documents with full social security numbers is not permitted and these documents will be rejected and may result in delayed progress payments.

5. Shop Drawings. This folder contains shop drawings submitted by the Contractor.

6. Sub-Contractor In Box. This folder contains all documents submitted by subcontractors, suppliers, and any other companies associated with the Contractor or their subcontractors. The Contractor must review each document prior to submittal in ProjectWise.

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

Furnish paper bills of lading/delivery tickets to the Engineer on the jobsite. This exception to electronic document submittal is a requirement for any item of work or material that is paid based on weight or shipping volume. Scanning of other manifests, seed tickets, or delivery confirmations will be as directed by the Engineer.

**I. File/Document Retention.** The electronic files stored in ProjectWise are the official project documentation and will be retained per the current document retention schedule.

**J. Measurement and Payment.** The work included in this special provision will not be paid for separately and is considered to be included in other items of work.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**SOURCE OF STEEL AND IRON (BUY AMERICA)**

CFS:JJG

1 of 3

APPR:RJC:DBP:01-28-16  
FHWA:APPR:01-31-16

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

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

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

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

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

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

[http://www.michigan.gov/mdot/0,1607,7-151-9622\\_11044\\_11367---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_11367---,00.html)

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

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

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

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

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

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

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**CONSTRUCTION STAGING AREAS**

DES:LFS

1 of 1

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

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

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

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**E-VERIFY**

CSD:JDM

1 of 1

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

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

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

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

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

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

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



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**LABOR COMPLIANCE**

CFS:AS

1 of 2

APPR:JJG:RJC:07-01-14  
FHWA:APPR:07-09-14

**a. Description.** This special provision details the requirements for labor compliance. Ensure all levels of contracting (prime, sub, sub-sub, etc.) comply with all labor compliance requirements in this contract as well as with the current MDOT procedure for prevailing wage oversight. All contractors must insert this special provision in each subcontract and further require its inclusion in all lower tier subcontracts. The Contractor must advise all subcontractors of the requirement to pay the prevailing wage rates prior to commencement of work and that all employees must cooperate during wage rate interviews. The Contractor is responsible for all subcontractors and lower tier subcontractor labor compliance. Ensure labor compliance posters and the project specific prevailing wage rates are posted on the construction site, in a conspicuous place, prior to the commencement of work. Resolve all labor compliance issues within 60 days of receiving the Department's first documented notice. The 60 day requirement may be extended based on documented mutual agreement between the Department and the Contractor. A violation of state and/or federal prevailing wage rates or laws may result in the debarment of a Contractor from being awarded a contract or subcontract for a period of up to 8 years. Other actions, including but not limited to the reconciliation of records and restitution for employees, included in state and federal laws, may be required of the Contractor or subcontractor.

1. Record Keeping. Maintain payrolls and basic records relating thereto (i.e. W2, canceled checks, bank statements, payroll software etc.) by all levels of contractors during the course of work and preserved for a period of 3 years thereafter for all employees working on the site of work as outlined in 29 Code of Federal Regulations part 5.5 (29 CFR 5.5). Make these records available for inspection, copying, or transcription by the Department or its representative.

2. Certified Payroll Submittal Requirements. Subcontractors (all tiers) must submit their certified payrolls to the prime Contractor. The submitted payrolls must set out accurately and completely all of the information required on MDOT Form CP-347, Certified Payroll. The required weekly payroll information may be submitted on any contractor generated form, but must contain all information required on Form CP-347. Review all lower tier subcontractor certified payrolls prior to submission to the Engineer. The review must ensure the certified payroll complies with the submittal requirements as set forth in the current MDOT procedure for prevailing wage oversight. Complete Form 1955, Contractor's Certified Payroll Report, and submit to the Engineer along with the certified payrolls on a weekly basis. Forms 1955 and CP-347 are available on the MDOT forms webpage.

A. Federal Prevailing Wage Projects. The Davis-Bacon Related Acts apply to all contractors, and subcontractors (all tiers) performing work on federally funded or assisted construction contracts in excess of \$2,000. All contractors and subcontractors are required to comply with 29 Code of Federal Regulations Parts 1, 3, and 5.

B. State Prevailing Wage Projects. 1965 PA 166 applies to all contractors, and subcontractors (all tiers) performing work on contracts which are sponsored or financed in whole by the State of Michigan. On contracts involving two or more job numbers where the type of funding is mixed, and where one source of funding is federal, the Department inserts only the wage rates issued by the U.S. Department of Labor in the proposal and the federal requirements apply.

3. Short Duration Projects. The following modifications apply to the prevailing wage oversight procedure if the project is less than 75 calendar days in duration.

A. Submittal Requirements. The first certified payroll is to be received by the Engineer within 2 weeks from the end of the work week in which the work is started by the Contractor and/or subcontractors. The 2 week period is to allow for the processing and review of the certified payrolls by the Contractor. The first pay estimate can be made prior to the submission of the first certified payroll. The 2 week grace period allows the first estimate to be paid assuming the Contractor and subcontractor submit certified payrolls in a timely manner. Ensure subsequent certified payroll submissions are made weekly. Payroll submissions failing to meet the above requirements will be considered delinquent.

B. Contractor Notices. When certified payrolls are determined to be deficient or delinquent as defined in the current MDOT procedures for prevailing wage oversight the Engineer is to provide the prime Contractor with documented notice.

All labor compliance issues are to be resolved within 30 days after receiving the Department's first documented notice. The notification timeframe will be modified from 30 calendar days per notification to 15 calendar days per notification for short duration projects.

**b. Materials.** None specified.

**c. Construction.** None specified.

**d. Measurement and Payment.** Payment for compliance with this special provision will not be made separately. Payment will be considered as part of all other contract pay items.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**ON-THE-JOB TRAINING PROGRAM**

OBD:TDB

1 of 1

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

**a. Description.** The On-The-Job Training (OJT) program is the MDOT's program to meet the requirements of the Federal-Aid Highway Act of 1970 and 23 CFR (Code of Federal Regulations) Part 230, Subpart A. The objective is to develop skill improvement programs to provide opportunities for unskilled workers, particularly minorities, women, and disadvantaged persons, to acquire training in the skilled construction trades.

**b. Trainee Assignment.** MDOT's Office of Business Development will allocate training assignments to prequalified Contractors based on the past contract volume of federal-aid work performed with MDOT. MDOT will notify each Contractor who has met the volume of work threshold at the beginning of each calendar year and advise them of the number of trainees they are expected to support.

**c. Program Requirements.** Contractors found to have reached the level(s), as identified in the MDOT OJT program document, are required to fulfill all of the requirements of the OJT program at no additional cost to the Department.

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

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

All applicable forms and the appropriate regulation pertaining to the OJT program are available through the MDOT's On-the-Job Training Program website at [www.michigan.gov/ojt](http://www.michigan.gov/ojt).

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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

CFS:BED

1 of 1

APPR:MB:JJG: 07-15-16

FHWA:APPR:07-29-16

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**PROMPT PAYMENT**

CFS:JJG

1 of 4

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

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

**109.08 Prompt Payment.**

**A. Definitions.**

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

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

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

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

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

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

[http://www.michigan.gov/mdot/0,1607,7-151-9622\\_11044\\_11367---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_11367---,00.html)

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

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

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

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

[http://www.michigan.gov/documents/mdot/Prompt\\_Payment\\_2124A\\_Instructions\\_MERS\\_S\\_366314\\_7.pdf](http://www.michigan.gov/documents/mdot/Prompt_Payment_2124A_Instructions_MERS_S_366314_7.pdf)

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

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

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

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

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

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

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

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

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

**D. Less than full payment release.** The Engineer may give written approval to:

1. Delay or postpone payment from the time frames specified herein,
2. Process partial payment from the prime Contractor to a subcontractor or supplier,
3. Process partial payment from a subcontractor to a lower-tier subcontractor or supplier.

The unpaid portion will be held by the Department.

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

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

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

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

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

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

**F. Remedies.** When the Engineer verifies a prompt payment violation, the prime Contractor within 5 days must propose one or a combination of any of the following actions items for review and approval by the Engineer:

1. Issue payment to the subcontractor.
2. Issue payments to a subcontractor in the form of joint checks to the subcontractor and the subcontractor's lower-tier subcontractors and/or suppliers.
3. Issue payment directly to the subcontractor's lower-tier subcontractors or suppliers.
4. Request a negative estimate to withdraw the amount confirmed in the prompt payment violation.

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

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

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

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

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



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**FORCE ACCOUNT BUSINESS TAXES**

CFS:RJC

1 of 1

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**FORCE ACCOUNT MARK-UP FOR BOND PREMIUM, INSURANCE AND PAYROLL  
TAXES**

CFS:JJG

1 of 1

APPR:LFS:MB:08-12-16

FHWA:APPR:08-18-16

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

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

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

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**SAMPLING ASPHALT BINDER ON LOCAL AGENCY PROJECTS**

CFS:MF

1 of 1

APPR:JAR:JTL:12-19-01  
FHWA:CON. APPR:06-06-11

For informational purposes, original samples of asphalt binder will be taken by the Contractor and delivered to the Engineer prior to incorporation into the mixture. The frequency of sampling will be determined by the Engineer. The cost of obtaining and delivering the samples to the Engineer will be included in the hot mix asphalt (HMA) pay items.

The Contractor must certify in writing that the materials used in the HMA mixture are from the same source as the materials used in developing the HMA mixture design and the bond coat is from an approved supplier as stated in the *Material Quality Assurance Procedures Manual*.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**RECYCLED HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS**

CFS:KPK

1 of 2

APPR:JWB:CJB:03-13-14  
FHWA:APPR:03-13-14

**Add the following subsection to subsection 501.02.A.2, on page 234 of the Standard Specifications for Construction.**

- c. **Reclaimed Asphalt Pavement (RAP) and Binder Grade Selection.** The method for determining the binder grade in HMA mixtures incorporating RAP is divided into three categories designated Tier 1, Tier 2 and Tier 3. Each tier has a range of percentages that represent the contribution of the RAP binder toward the total binder, by weight. The tiers identified below apply to HMA mixtures with the following exception: Superpave mixture types E3, E3 High Stress, E10, E10 High Stress, E30, E30 High Stress, E50, and E50 High Stress used as leveling or top course must be limited to a maximum of 27 percent RAP binder by weight of the total binder in the mixture.

Recycled materials may be used as a substitute for a portion of the new materials required to produce HMA mixtures in accordance with contract.

- **Tier 1 (0% to 17% RAP binder by weight of the total binder in the mixture).** No binder grade adjustment is made to compensate for the stiffness of the asphalt binder in RAP.
- **Tier 2 (18% to 27% RAP binder by weight of the total binder in the mixture).** For all mixtures no binder grade change will occur in Tier 2 for all shoulder and temporary road mixtures.

The required asphalt binder grade must be at least one grade lower for the low temperature than the design binder grade required for the specified project mixture type. Lowering the high temperature of the binder one grade is optional. For example, if the design binder grade for the mixture type is PG 58-22, the required grade for the binder in the HMA mixture containing RAP would be a PG 52-28 or a PG 58-28.

For Marshall Mixes, no binder grade change will be required when Average Daily Traffic (ADT) is above 7000 or Commercial Average Daily Traffic (CADT) is above 700. No binder grade change will occur for LVSP, E03 and E1 mixtures used as leveling or top course.

The asphalt binder grade can also be selected using a blending chart for high and low temperatures. Supply the blending chart and the RAP test data used in determining the binder selection according to *AASHTO M 323*.

- **Tier 3 ( $\geq$  28% RAP binder by weight of the total binder in the mixture).** The binder

grade for the asphalt binder is selected using a blending chart for high and low temperatures per *AASHTO M 323*. Supply the blending chart and the RAP test data used in determining the binder selection.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**ACCEPTANCE OF HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS**

CFS:KPK

1 of 7

APPR:CJB:JWB:07-05-16

FHWA:APPR:07-05-16

**a. Description.** This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except where modified herein.

**b. Materials.** Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

**Table 1: Uniformity Tolerance Limits for HMA Mixtures**

Parameter		Top and Leveling Course		Base Course		
Number	Description	Range 1 (a)	Range 2	Range 1 (a)	Range 2	
1	% Binder Content	-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50	
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0	±9.0
		# 30 Sieve	±4.0	±6.0	±6.0	±9.0
		# 200 Sieve	±1.0	±2.0	±2.0	±3.0
3	Crushed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%	
a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF). b. Deviation from JMF.						

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve is exceeding Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant-mixed HMA mixtures must not contain topsoil, clay, or loam.

**c. Construction.** Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless

specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are "Local Agency HMA Sampling Qualified" samplers. At the Pre-Production or Pre-Construction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with *MTM 313 (Sampling HMA Paving Mixtures)* or *MTM 324 (Sampling HMA Paving Mixtures Behind the Paver)*. Samples are to be taken from separate hauling loads.

For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the Pre-Production or Pre-Construction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using *MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method)* or *MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures)*. Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual* and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory (AMRL)* accredited for *AASHTO T 30* or *T 27*, and *AASHTO T 164* or *T 308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide Quality Assurance test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from MTM 319. Gradation (*ASTM D 5444*) and Crushed particle content (*MTM 117*) based on aggregate from *MTM 319*. The incineration temperature will be established at the Pre-Production Meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be a Range 1 out-of-specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or pre-construction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

#### Option 1 – Direct Density Method

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*.

#### Option 2 – Roller Method

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.



Use of the density gauge requires establishing a rolling pattern that will achieve the required in-place density. The Engineer will measure pavement density with a density gauge using the Gmm from the JMF for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves, and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, located at the end of this special provision, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

**Table 2: Minimum Number of Rollers Recommended Based on Placement Rate**

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required (a)	
	Compaction	Finish
Less than 600	1	1 (b)
601 - 1200	1	1
1201 - 2400	2	1
2401 - 3600	3	1
3601 and More	4	1

a. Number of rollers may increase based on density frequency curve.  
b. The compaction roller may be used as the finish roller also.

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

Base Price. Price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractor's QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

**Table 3: Penalty Per Parameter**

Mixture Parameter out-of-Specification per Acceptance Tests	Mixture Parameter out-of-Specification per Dispute Resolution Test Lab	Price Adjustment per Parameter
NO	N/A	None
YES	NO	None
	YES	Outside Range 1 but not Range 2: decrease by 10%
		Outside Range 2: decrease by 25%

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35 percent.

**Table 4: Calculating Total Price Adjustment**

Cost Adjustment as a Sum of the Two Highest Parameter Penalties		
Number of Parameters Out-of-Specification	Range(s) Outside of Tolerance Limits of Table 1 per Parameter	Total Price Adjustment
One	Range 1	10%
	Range 2	25%
Two	Range 1 & Range 1	20%
	Range 1 & Range 2	35%
	Range 2 & Range 2	50%
Three	Range 1, Range 1 & Range 1	20%
	Range 1, Range 1 & Range 2	35%
	Range 1, Range 2 & Range 2	50%
	Range 2, Range 2 & Range 2	50%

**Table 5: Density Frequency Curve Development**

Tested by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Route/Location:		Air Temp:
Control Section/Job Number:		Weather:
Mix Type:	Tonnage:	Gauge:
Producer:	Depth:	Gmm:

Roller #1 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #2 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #3 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Summary: \_\_\_\_\_

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MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**QUALITY CONTROL AND ACCEPTANCE OF PORTLAND CEMENT CONCRETE  
(FOR LOCAL AGENCY PROJECTS ONLY)**

CFS:JFS

1 of 20

APPR:TES:DBP:07-08-16

FHWA:APPR:07-13-16

**a. Description.** The Contractor must administer quality control (QC) and the Agency will administer quality assurance (QA) procedures that will be used for acceptance of and payment for all Portland cement concrete (PCC) for the project. Except as explicitly modified by this special provision, all materials, test methods, and PCC mixture requirements of the standard specifications and the contract apply.

Do not place concrete until the Engineer's daily startup testing verifies that the fresh concrete properties have been met, in accordance with subsection d.2 of this special provision.

Provide the Engineer a minimum 24 hours notification prior to each concrete placement.

1. Terminology.

**Air Content of Fresh Concrete.** The recorded total air content of fresh concrete sampled and tested according to this special provision.

**Air Content Test Results.** The recorded air content of fresh concrete corresponding to the strength test specimens that were molded for acceptance.

**Alkali-Silica Reactivity (ASR).** A chemical reaction which occurs over time within concrete between high alkaline cement paste and reactive forms of silica found in some aggregates. In the presence of moisture, an expansive ASR gel is formed which can exert pressure within the concrete, causing random cracking and premature deterioration of the concrete. See subsection c.5.A of this special provision.

**Base Price.** Price established by the Department to be used in calculating incentives or adjustments to pay items and shown in the contract.

**Concrete Mix Design.** The process, by which the concrete mixture performance characteristics are defined, based on selected materials, performance requirements, environmental exposure considerations, placement methods, and other factors that control the plastic and hardened properties of the concrete in efforts to produce an economical and durable product.

**Job Mix Formula (JMF).** The actual batch quantities (mixture proportions) of each constituent included in the concrete mixture, based on adjustments to the target weights attained from the mix design process, necessary to optimize the concrete mixture properties.

**Pay Factor (PF).** The factor that is determined according to subsections d.3 of this special provision, used to calculate the price adjustment for a discrete quantity of concrete relative

to its respective level of quality. Pay factor will not exceed 1.00. Therefore, there will never be a positive pay adjustment.

**Production Lot.** A discrete cubic yard quantity of concrete containing the same JMF and used for the same application, as described in subsection d.2 of this special provision.

**Quality Assurance (QA).** Activities administered by the Engineer dealing with acceptance of the product, including, but not limited to, materials selection, sampling, testing, construction inspection, and review of Contractor QC documentation. All concrete QA sampling and testing will be administered by the Agency. Agency administered QA is described in section d of this special provision.

**Quality Control (QC).** All activities administered by the Contractor to monitor, assess, and adjust production and placement processes to ensure the final product will meet the specified levels of quality, including, but not limited to, training, materials selection, sampling, testing, project oversight and documentation. Contractor administered QC is described in section c of this special provision.

**QC Action Limits.** A range of values established by the Contractor in the QC plan that, if exceeded, requires that corrective action be taken by the Contractor to restore the continuity and uniformity of the mixture and methods in conformance with specification requirements. The QC action limits must not exceed the QC suspension limits.

**QC Plan.** The project-specific plan developed by the Contractor describing, in detail, all aspects of production and construction for the project to ensure consistent control of quality to meet specification requirements.

**QC Plan Administrator.** An employee of, or consultant engaged by the Contractor, responsible for developing and overseeing all aspects of QC for the project. This includes, but is not limited to preparing the QC plan, managing the Contractor QC personnel, communicating routinely with the production personnel to ensure quality, initiating corrective action and suspending operations when the process is found to be producing non-conforming materials, and preparing and submitting all necessary QC documentation to the Engineer within the specified time period.

**QC Suspension Limits.** A range of values defined in Table 1 that, if exceeded on a single QC test, requires that the Contractor suspend operations and determine, correct, and document the deficiencies before resuming production. The QC suspension limit must not exceed specification requirement thresholds.

**Sample.** A representative quantity of concrete taken during production which is used to measure the quality characteristics for the concrete.

**Sampling Rate.** The number of times the fresh concrete is sampled, as described in subsection d.2 of this special provision.

**Small Incidental Quantity.** A single day's placement of less than 20 cubic yards of concrete used for non-structural or non-pavement related applications, including, but not limited to: curb and gutter, sidewalks and sidewalk ramps (excluding driveways and driveway ramps), installing sign or fence posts, guard rail or cable rail foundations (excluding end anchorage foundations), or other contract items where the small quantity of concrete is not paid for

separately, as approved by the Engineer. Requirements for small incidental quantity consideration are described in subsections c.5.G, d.2.B and d.3 of this special provision. The corresponding weekly QA test results must meet specification limits defined in Table 3.

**Specification Limits.** The threshold values placed on a quality characteristic used to evaluate the quality of the material.

**Strength Sample Test Result.** The average of the two companion 28-day compressive strength test specimens taken from the same sample of concrete is considered a strength sample test result.

**Strength Test Specimen.** A strength test specimen is an individual 6-inch by 12-inch strength test cylinder or 4-inch by 8-inch strength test cylinder molded and cured according to *AASHTO T 23/ASTM C 31* and tested according to *AASHTO T 22/ASTM C 39*. All respective QC or QA strength test specimens must be the same nominal size. Strength test specimen cylinder size of 4-inch by 8-inch is permitted only if the nominal maximum coarse aggregate particle size, as specified for the coarse aggregate in the concrete mixture, is 1-inch, or less.

**Sublot.** A portion of a production lot, represented by a complete set of QA tests, as described in subsection d.2.A of this special provision. The Engineer and the Contractor may agree to reduce the typical subplot size based on project staging or other project conditions.

**Supplementary Cementitious Materials (SCM).** A mineral admixture (slag cement, fly ash) used to replace a portion of the Portland cement, either individually or as a blended cement, in the concrete mixture. SCM requirements are described in subsection c.5 of this special provision.

**b. Materials.** Mixture requirements must be in accordance with the contract.

**c. Contractor Administered Quality Control (QC).**

1. Contractor Quality Control Plan (QC Plan). Prepare, implement, and maintain a QC plan specific to the project for concrete that will provide quality oversight for production, testing, and control of construction processes. The QC plan must be in conformance with the contract and must identify all procedures used to control production and placement including when to initiate corrective action necessary to maintain the quality and uniformity of the work.

Develop concrete mix designs and JMFs, as specified, and conduct QC sampling, testing, and inspection during all phases of the concrete work at the minimum frequency, or at an increased frequency sufficient to ensure that the work conforms to specification requirements.

Project-specific items required in the QC plan include (where applicable), but are not limited to the following:

A. Organization chart.

B. QC Plan Administrator and contact information.

- C. The name(s) and credentials of the QC staff.
- D. Methods for interaction between production and QC personnel to engage timely corrective action, including suspension of work.
- E. Coordination of activities.
- F. Documentation, procedures, and submittals.
- G. Project and plant specifics.
- H. Concrete production facilities inspections and certifications.
- I. Current testing equipment calibration documentation including calibration factor.
- J. Testing and initial field curing facilities for QC and QA strength test specimens (AASHTO T 23/ASTM C 31).
- K. Stockpile management plan.
- L. Corrective action plan.
- M. Mixing time and transportation, including time from batching to completion of delivery and batch placement rate (batches per hour), along with the manufacturer's documentation relative to the batching equipment's capabilities in terms of maximum mixing capacity and minimum mixing time (*ASTM C 94*).
- N. Placement and consolidation methods including monitoring of vibration, depth checks, and verification of pavement dowel bar alignment.
- O. Process for monitoring stability of air content of fresh concrete during concrete production and placement.
- P. Hot and cold weather protection considerations and methods.
- Q. Control charts with action and suspension limits.
- R. Verification for non-deleterious alkali-silica reactivity (see subsection c.5.A of this special provision).
- S. Mix design and JMFs.
- T. Proposed location for use of each JMF on the project.
- U. The frequency of sampling and testing.
- V. Handling, protection, initial curing, and transporting of strength test specimens (AASHTO T 23/ASTM C 31).
- W. Methods to monitor construction equipment loading and open-to-traffic strengths.



- X. Finishing and curing procedure.
- Y. Ride quality control.
- Z. List of QC records to be submitted to the Engineer in accordance with subsection c.2 of this special provision.

Submit the QC plan, for the appropriate items of work, to the Engineer for review a minimum of 10 working days before the start of related work. The Engineer will notify the Contractor of any objections relative to the content of the QC plan within 5 working days of receipt of the QC plan. Do not begin concrete placement before acceptance of the QC plan by the Engineer. If the approved QC plan fails to provide acceptable work, or acceptable control of the work, the Engineer may require the Contractor to revise the QC Plan. Revisions to the QC plan must be approved by the Engineer prior to resuming work.

2. QC Records. Maintain complete records of all QC tests and inspections. Document what action was taken to correct deficiencies. Include sufficient information to allow the test results to be correlated with the items of work represented.

Furnish one copy of all QC records, including test reports for the fresh concrete placement, to the Engineer within 24 hours after the date covered by the record in a format acceptable to the Engineer. The Engineer will withhold acceptance of the concrete for failure to provide properly documented and timely QC records and reports.

If the Engineer is performing QA sampling and testing at the same time the Contractor is performing QC sampling and testing, all associated QC records must include the appropriate production lot identification number that correlates with the Agency's QA production lot identification number.

3. Personnel Requirements. The QC Plan Administrator must have full authority and responsibility to take all actions necessary for the successful implementation of the QC plan, including but not limited to, the following:

A. Monitoring and utilizing QC tests, control charts, and other QC practices to ensure that delivered materials and proportioning meets specification requirements.

B. Monitoring materials shipped to the project, prior to their use, to ensure their continued compatibility toward producing consistent quality.

C. Periodically inspecting all equipment utilized in transporting, proportioning, mixing, placing, consolidating, finishing, and curing to ensure proper operation.

D. Monitoring materials stockpile management, concrete batching, mixing, transporting, placement, consolidation, finishing, and curing to ensure conformance with specification requirements.

E. Maintaining and submitting all QC records and reports.

F. Directing the necessary corrective action to ensure continual conformance within the QC action limits.

G. Suspending production for the project when suspension limits are exceeded.

H. Conducting or monitoring adjustments to the JMF.

Individuals performing QC tests must demonstrate that they are proficient and capable of sampling and testing concrete or aggregate, where applicable, in accordance with the associated test procedures and Agency requirements prior to commencement of related work. Any adjustments to the JMF must be made by a certified concrete technician (Michigan Concrete Association (MCA) Michigan Level II).

4. QC Laboratory Requirements. Laboratories, including field laboratories and all associated testing equipment that prepare concrete mixes or perform QC testing, must demonstrate to the Engineer that they are equipped, staffed, calibrated, and managed so as to be capable of batching, and testing PCC in accordance with the applicable test methods and procedures. Mix designs and their accompanying JMFs must include a statement, signed by a certified concrete technician (MCA Michigan Level II), that all applicable standard test methods have been followed in verifying the mix design and JMF.

5. Mix Design and Documentation. Design concrete mixtures meeting the requirements specified in Table 1. Provide the grade of concrete for the section number reference application specified in Table 1, or as specified in the contract. Request variance in writing when proposing a mix design that exhibits temperature, slump or air content other than those specified. Include the proposed mix design, JMF, and associated trial batch verification test data. Do not use a grade of concrete with a lower specification limit (LSL) 28-day compressive strength greater than what is designated for the application.

Blended cement meeting the requirements of *ASTM C 595 Type II* is permitted.

Ensure supplemental cementitious materials are from an MDOT Approved Manufacturer. Slag cement must meet the requirements of subsection 901.06 of the Standard Specifications for Construction. Fly ash must meet the requirements of subsection 901.07 of the Standard Specifications for Construction.

Secure prior approval from the Engineer to use concrete intended for early opening to traffic to facilitate driveway gaps or other features necessary for required local access.

Unless otherwise specified in the contract, set accelerating admixtures are prohibited.

Unless otherwise specified in the contract, provide either concrete Grade P1 or Grade D for bridge approach slab applications.

Unless otherwise specified in the contract, do not exceed 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material. Do not exceed 40 percent total replacement of the Portland cement if more than one supplementary cementitious material is used in the concrete mixture.

Use the combined weight of all cementitious materials to determine compliance with the maximum water-cementitious ratio and cementitious material content requirements specified in Table 1.

For night casting, where applicable, a water-reducing admixture may be used in lieu of a

water-reducing and retarding admixture, provided the concrete can be placed and finished in the sequence specified on the plans prior to initial set, is not subjected to residual vibration, or is not within the areas influenced by dead load deflections as a result of adjacent concrete placement operations. When the maximum air temperature is not forecast to exceed 60 degrees F for the day, the Contractor may use a water-reducing admixture or a water-reducing retarding admixture.

**Table 1: Minimum Mix Design Requirements for Concrete**

Mix Design Parameter	Grade of Concrete								
	P1M (a,b,e)	P1 (a,b)	D,DM (a,b,e)	T	S1 (a)	S2,S2M (a,b,e)	S3/P2 (a)		
Lower Specification Limit (LSL) (28-day compressive, psi)	3500	3500	4500	3500	4000	3500	3000		
Rejection Limit for an Individual Strength Sample Test Result	3000	3000	4000	3000	3500	3000	2500		
Maximum Water/Cementitious Ratio (lb/lb) (c)	0.45								
Cementitious Material Content (lb/yd <sup>3</sup> ) (d)	470-564	517-611	517-658	517-611	517-611	517-611	489-517		
Air Content (percent) (f)	5.5-8.0								
Slump (inch) (max.)	(g)								
Section Number Reference (h)	602, 603	602, 603, 801, 802, 803, 810	706, 711, 712	706, 718	705	401, 706, 712, 713, 718, 801, 802, 803, 810, 819	402, 403, 602, 803, 804, 806, 808, 810, 813, 814		
<p>a. If the local average minimum temperature in the next 10 consecutive days is forecast to be below 40 degrees F, submit a revised QC plan, for the Engineer's approval, addressing, in detail, changes in materials, concrete batching and mixing processes, construction methods, curing, and protection of the in situ concrete to ensure that the necessary quality characteristics of the hardened concrete product will not be compromised as a result of the cold weather. The revised QC plan must be approved by the Engineer prior to cold weather concrete placement.</p> <p>b. Use aggregates from only geologically natural sources for pavement, shoulder, miscellaneous pavement (including ramps), concrete pavement overlay, bridge approach slab, structural concrete, drilled shaft, bridge railing, and bridge sidewalk applications.</p> <p>c. Use admixtures as listed in the Qualified Products Lists to reduce mixing water. Ensure concrete in concrete diaphragms contains a water-reducing admixture, or a water-reducing retarding admixture.</p> <p>d. Type III cement is not permitted.</p> <p>e. For grades of concrete requiring optimized gradation, aggregates must meet the physical requirements specified in subsection 902.03.C of the Standard Specifications for Construction.</p> <p>f. For action, suspension, and specification limits, see Tables 2 and 3, where applicable. Air content of fresh concrete less than 5.5 percent for concrete that lies in the finished work at least 3 feet below the surface of the ground or entirely under water will not be cause for rejection or air content of fresh concrete pay factor P<sub>Fac</sub> reduction.</p> <p>g. The maximum slump for Grades P1, P1M, and P2 concrete is 3 inches or as documented on the approved JMF. All other grades of concrete will be according to Table 701-1 of the Standard Specifications for Construction.</p>									
<p>h. Section Number Reference:</p> <table border="0"> <tr> <td style="vertical-align: top;">           401 Culverts            403 Drainage Structures            603 Concrete Pavement Restoration            706 Structural Concrete Construction            712 Bridge Rehabilitation-Concrete            718 Drilled Shafts            802 Concrete Curb, Gutter and Dividers            804 Concrete Barriers and Glare Screens            808 Fencing            813 Slope Protection            819 Electrical and Lighting         </td> <td style="vertical-align: top;">           402 Storm Sewers            602 Concrete Pavement            705 Foundation Piling            711 Bridge Railings            713 Bridge Rehabilitation-Steel            801 Concrete Driveways            803 Concrete Sidewalk, Sidewalk Ramps, and Steps            806 Shared Use Paths            810 Permanent Traffic Signs and Supports            814 Paved Ditches         </td> </tr> </table>								401 Culverts 403 Drainage Structures 603 Concrete Pavement Restoration 706 Structural Concrete Construction 712 Bridge Rehabilitation-Concrete 718 Drilled Shafts 802 Concrete Curb, Gutter and Dividers 804 Concrete Barriers and Glare Screens 808 Fencing 813 Slope Protection 819 Electrical and Lighting	402 Storm Sewers 602 Concrete Pavement 705 Foundation Piling 711 Bridge Railings 713 Bridge Rehabilitation-Steel 801 Concrete Driveways 803 Concrete Sidewalk, Sidewalk Ramps, and Steps 806 Shared Use Paths 810 Permanent Traffic Signs and Supports 814 Paved Ditches
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A. Alkali-Silica Reactivity. Provide documentation to the Engineer that the concrete

mixture does not present the potential for excessive expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR requirements specified in subsection c.5.A of this special provision are not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in *ASTM E 29* when determining significant digits for reporting expansion test results.

(1) Method 1. *ASTM C 1260*. Mortar Bar Test. If the expansion of the mortar bars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation.

(2) Method 2. *ASTM C 1293*. Concrete Prism Test.

(a) If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation.

(b) If the expansion of concrete prisms is greater than 0.040 percent, but not exceeding 0.120 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered moderately deleterious to ASR and mitigation is required, as follows. A low-alkali cement with Na<sub>2</sub>O equivalent alkalies (Na<sub>2</sub>O + 0.658 × percent K<sub>2</sub>O) not exceeding 0.60 percent must be used in the concrete mixture to mitigate the potential for ASR. A supplementary cementitious material may be used in conjunction with the low-alkali cement. The total alkali content for the cementitious materials combination must not exceed 3.0 pounds per cubic yard of Na<sub>2</sub>O equivalent.

(3) Method 3. *ASTM C 1567*. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using either Method 1 or 2, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of *ASTM C 595* containing Portland cement and a supplementary cementitious material may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in *ASTM C 1567* using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater,

the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

B. Contractor Provided Mixes. Provide mix design and accompanying JMFs using the methods of verification included in this special provision. Include sufficient information on constituent materials and admixtures along with trial batch verified physical properties of the fresh concrete, mix proportions per cubic yard for all constituents and compressive strength test results necessary to allow the Engineer to fully evaluate the expected performance of the concrete mixture.

(1) Mix Documentation. Prepare mix designs for each grade of concrete required on the project. Submit JMF for each mix design, including all required documentation, to the Engineer for review 10 working days before the anticipated date of placement. The Engineer will notify the Contractor of any objections within 5 working days of receipt of the mix documentation. Number or otherwise identify each JMF and reference all accompanying documentation to this identification. Reference each JMF to the appropriate method of verification. Mix design and JMF submittals that do not include all required documentation will be considered incomplete and the Engineer will return them without review.

Mix documentation is valid for 2 years.

All mix designs and accompanying JMFs must be traceable to a laboratory meeting the requirements of this special provision.

Submit mix design and JMF on the MDOT Job Mix Formula (JMF) Concrete Field Communication form (MDOT Form Number 1976); include accompanying documentation. List the source of materials, bulk density (unit weight) of coarse aggregate (rodding procedure or shoveling procedure), absorption of aggregates, relative density (specific gravity) of aggregates, aggregate correction factors, batch weights, and project specific or historical laboratory test data. Include the recorded air content of fresh concrete using the same admixture and cementitious material sources to be used in the production of the concrete for the project. A JMF will be approved only if all of the minimum mix design requirements specified in the contract have been met.

(2) Job Mix Formula (JMF). Select proportions for concrete mixtures according to *ACI Standard 211.1*. The volume (oven-dry-rodded) of coarse aggregate per unit volume of concrete must be 65 percent, minimum.

Four methods of verification of proposed JMF are acceptable.

(a) Method 1. Trial Batches. Verification of JMF is based on trial batches with the same materials and proportions proposed for use on the project. Prepare at least one trial batch for each mix design in sufficient time before starting concrete placement to allow for review according to subsection c.5.B.(1) of this special provision. Provide the results of temperature, slump, density (unit weight), air content of fresh concrete, 28-day compressive strength, and age of

concrete at the time of strength testing, for a minimum of three independent samples. All samples may be taken from a single trial batch for a mix design provided the trial batch is at least four cubic yards in volume. For JMF trial batch verification purposes only, 7-day compressive strength test results which report at least 70 percent of the specified 28-day lower specification limit (LSL) will be sufficient documentation in lieu of 28-day compressive strengths. The average of at least two strength test specimens represents one compressive strength sample test result for each independent sample. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

(b) Method 2. Same Mix. Verification of JMF is based on experience with the same mix design, JMF, and the same materials. Provide the results of temperature, slump, density (unit weight), air content of fresh concrete, 28-day compressive strength, and age of concrete at the time of strength testing, for a minimum of three independent samples. The average of at least two strength test specimens represents one compressive strength sample test result for each independent sample. Do not substitute material types or sources, including admixtures or cementitious materials, nor change mix proportions in the JMF. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

(c) Method 3. Similar Mix. Verification of JMF is based on requirements described in method 2, above. Substitution of coarse aggregate source is permitted if the new source is of the same geologic type as the original aggregate, and conforms to the specification requirements for the application. Substitution of fine aggregate is permitted only if the new source has been tested for ASR. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

Provide the supporting laboratory trial batch documentation and accompanying calculations showing how the mix proportions in the JMF were adjusted, based on the documented differences in relative density (specific gravity), bulk density (unit weight) and absorption of the substituted aggregate sources, to produce a theoretical yield of 100 percent and the required fresh concrete properties.

(d) Method 4. Annual Verification. At the Engineer's option, verification may be accepted annually for a concrete plant rather than on a project basis provided the sources and proportions of the constituent materials, including cementitious materials and source and types admixtures, do not change. If the project is the continuation of work in progress during the previous construction season and written certification is submitted to the Engineer that materials from the same source and with the same mixture properties are to be used, the Engineer may waive the requirement for annual renewal verification of the JMF for the project. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

C. Agency Provided Mixes. Unless otherwise specified in the contract or approved by the Engineer, the Engineer will provide the concrete JMF for the following types of concrete regardless of the total quantity for the project.

(1) Structural concrete patching mixtures, mortar and grout.

(2) Bridge deck overlay concrete mixtures.

(3) Project-specific concrete mixtures and grades not defined in Table 1.

Provide all other mix designs and accompanying JMF's according to subsection c.5.B of this special provision.

The ASR documentation for the fine aggregate described in subsection c.5.A of this special provision must accompany the Contractor's request for the concrete JMF.

D. Changes in Materials and Proportions. Any changing from one approved JMF to another for the same grade of concrete must have prior approval by the Engineer.

Prior to batching, verify that the proposed JMF changes will not affect the properties of the fresh concrete (slump, temperature, air content, density (unit weight), workability), nor result in excessive mortar bar expansion as a result of deleterious reactivity between the aggregates and cementitious materials as described in subsection c.5.A of this special provision.

Record all changes to JMF in the QC records along with the rationale for the change.

E. QC Sampling and Testing. Conduct startup sampling and testing for temperature, slump, density (unit weight), and air content on the first load. Do not place concrete until testing verifies that the fresh concrete properties have not exceeded the QC action and suspension limit thresholds specified in Table 2 and the testing correlation requirements of subsection d.1.B of this special provision have been met. Continue testing subsequent loads as described in the QC plan, for each grade of concrete delivered to the work site each day. The QC sampling and testing must be random and independent from the Agencies QA sampling and testing.

Provide the curing facilities in accordance with subsection d.2.C of this special provision prior to start of concrete production.

Perform QC sampling and testing for air content of fresh concrete that is either slipformed or pumped, as follows:

(1) At least once during each week of production.

(2) Whenever the concrete pump is relocated, where applicable.

(3) Whenever there is a significant change in the boom angle of the concrete pump during concrete placement, where applicable.

Sample and test a representative haul unit of concrete immediately after its discharge but before the slipform paver or pump hopper, where applicable. Sample and test the concrete representing the same haul unit, again, after the slipform paver or after discharge from the pump (after vibration), where applicable. If the difference in measured air content between the two test locations for the same concrete is greater than 1.5 percent air by volume of concrete, suspend operations and administer corrective action. Resume concrete placement only after taking the necessary corrective action to

reduce the loss in air content of fresh concrete between the two test locations, as approved by the Engineer. Document the corrective action to be taken in the QC records and make the necessary changes to the QC plan, where applicable.

Concrete exceeding the maximum specification limits for slump or temperature must be rejected regardless of the total mixing time at the time of arrival to the project.

The Engineer may require the Contractor to administer additional QC sampling and testing if the Engineer determines the Contractor's current QC sampling and testing methodology is shown to be insufficient to ensure continual control of the quality of the concrete.

Take the appropriate corrective action, as described in the QC plan, when QC testing shows the QC action limits for any quality characteristic are exceeded. Suspend production if any of the QC suspension limits are exceeded or if the corrective action is not sufficient to restore the quality to acceptable levels.

Resume production only after making all necessary adjustments to bring the mixture into conformance with all applicable specifications and receiving approval to resume work from the Engineer. Document these adjustments in the QC records.

**Table 2: QC Action and Suspension Limits**

Quality Characteristic	Action Limits	Suspension Limits
Air Content (percent)	See Note Below	< 5.0 or > 8.5
Air Content Loss (percent)	As Defined in the Contractor QC Plan	Greater than 1.5
Conc. Temp. (Deg. F)		< 45 or > 90 at time of placement
Slump (max.) (inch)		See Table 1, footnote (g)
Density (unit weight)		N/A
Note: Action limits must be defined in the Contractor QC Plan and cannot be < 5.5 or > 8.0		

F. Work Progress Test Specimens. Determine the strength of concrete for opening to construction traffic or regular traffic, for removing shoring and forms, or for similar purposes in accordance with subsections 104.11, 601.03.H and 701.03.D of the Standard Specifications for Construction, and as approved by the Engineer. Cure work progress test specimens in the same manner as the in-situ concrete. Allow the Engineer to witness testing of work progress test specimens.

The maturity method may be used to determine the in-place, opening-to-traffic flexural strength, provided the necessary preliminary flexural strength versus time-temperature factor correlation, using the same materials and JMF, is established according to Agency procedures and approved by the Engineer before placing the concrete.

G. Reduced QC for Small Incidental Quantities. If approved by the Engineer, reduced levels of on-site QC testing for concrete may be considered for small incidental quantities defined in subsection a.1 of this special provision.

Unless approved by the Engineer, multiple small incidental quantities, including ones that are consecutively placed throughout the project on the same day, are not eligible for reduced QC consideration if the total plan quantity of concrete for the item exceeds 100 cubic yards in volume. Include details for reduced QC testing and oversight in the approved QC plan, and in accordance with following:



(1) The small incidental quantity of concrete will be limited to a single day's concrete placement of a maximum 20 cubic yards in volume.

(2) The small incidental quantity of concrete is not an integral part of a structural load bearing element.

(3) The Engineer received written certification from the Contractor that the concrete supplier has a current QC plan in place and available for review upon request by the Engineer.

(4) The concrete supplier employs a certified concrete technician (MCA Michigan Level II) available at the plant or on call during concrete placement to validate and authorize modifications to the concrete JMF, as necessary.

(5) Prior to the first concreting operation, concrete representing the JMF for the small incidental quantity has been sampled and tested by a certified concrete technician (MCA Michigan Level I or II) to verify that, historically, the JMF produced a concrete mixture meeting the minimum requirements for density (unit weight), slump, air content, and strength. Annual verification may be acceptable provided there are no changes to the material types or sources, including the cementitious materials and admixtures.

(6) The Engineer verified that the temperature, slump, and air content conform to specification requirements at the start of the day's concreting operation associated with the small incidental quantity.

(7) The Engineer is notified and provided sufficient opportunity to witness concrete placement.

**d. Agency Administered Quality Assurance (Acceptance).**

1. Agency Quality Assurance Plan (QA plan). The Engineer will be responsible for administering the quality-based acceptance and will institute any actions necessary toward its successful implementation.

Acceptance of concrete pavement repair mixtures and concrete mixtures not included in Table 1 will be in accordance with the contract.

The Engineer will develop and follow a QA plan. The Engineer will provide the QA plan to the QC Plan Administrator a minimum of 5 working days prior to the pre-production meeting. The QA plan will be reviewed at the pre-production meeting and any proposed changes will be documented.

The nominal QA strength test specimen size, defined in subsection a.1 of this special provision will be noted in the QA plan.

A. Personnel Requirements. The personnel responsible for field inspection and for obtaining QA samples will possess the required qualifications to collect QA samples. Sampling will be performed by a certified concrete technician (MCA Michigan Level I or II) or (MCAT) certified aggregate technician, where applicable.

B. Testing Correlation. The testing equipment and associated testing personnel for both the Engineer's QA testing and Contractor's QC testing must be used to conduct side by side correlation testing of the same concrete from the first load to verify correlation of both the Agency's and the Contractor's test results for temperature and air content of fresh concrete. Side by side testing correlation must be conducted whenever there is a change in QC or QA equipment and/or personnel for the project, or as directed by the Engineer. The temperature measuring devices used for QC and QA must correlate relative to each other within 2 degrees F. If the air content results of two tests conducted between the Engineer's and the Contractor's testers differ by more than 0.8 percent air by volume of concrete, an air content test of fresh concrete must be conducted by a third party, designated by the Engineer but independent of the project, prior to commencement of concrete placement in efforts to resolve issues relative to non-correlation.

C. Laboratory Facilities. The testing laboratory with responsibility for acceptance testing on this project is the Agency testing laboratory, or a qualified facility under the authority of the Engineer.

2. QA Sampling and Testing. The Engineer will verify the Contractor's daily startup sampling and testing of temperature, slump, and air content of fresh concrete on the first load; conduct QA sampling and testing; monitor Contractor adherence to the QC plan; and inspect field placed materials in such a manner as to ensure that all concrete for the project is represented. The testing correlation requirements of subsection d.1.B of this special provision must be met prior to concrete placement.

The following *ASTM* test methods will apply. The Agency's established procedures for sampling and testing are acceptable alternatives.

C 31 Practice for Making and Curing Concrete Test Specimens in the Field

C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens

C 78 Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

C 138 Test Method for Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete

C 143 Test Method for Slump of Hydraulic-Cement Concrete

C 172 Practice for Sampling Freshly Mixed Concrete

C 173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

C 231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

C 293 Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)

A. Lot Size and Make Up. A production lot will not include more than one grade of concrete, concrete of the same grade having different specified slump or air content, or concrete of the same grade having different mix designs, or JMFs. Lot size and makeup

will be determined by the Engineer, based on site conditions. A production lot may consist of a single day's production, individual concrete structural elements (eg. footing, column, pier cap, deck, bridge approach slab), or any combination thereof, provided they are of the same JMF. Each production lot will be divided into sublots of approximately equal size, as determined by the Engineer. The minimum number of sublots will be one per production lot, with the maximum number of sublots based on the anticipated total quantity of concrete to be placed and site conditions. A minimum of one subplot will be required for each day of production.

B. Sampling. QA sampling and testing will be conducted by the Engineer during concrete placement. Where practical, the random number method (as described in the "Random Sampling for Quality Control/Quality Assurance Projects" section of the Materials Quality Assurance Procedures Manual) will be used to determine the sampling locations. The sampling rate will be determined by the Engineer, based on the anticipated total quantity of concrete to be placed and site conditions, with a minimum of one sampling for each day of production.

At the option of the Engineer, small incidental quantities as defined in subsection a.1 of this special provision may be accepted (visually inspected and noted on the Inspector's Daily Report) without daily 28-day compressive strength QA test specimens provided there is a current acceptable strength test history of the JMF for the project prior to placement of the small incidental quantity. One set of compressive strength QA test specimens will then be molded for each small incidental quantity JMF at least once per week during production, thereafter, as determined by the Engineer (note the test results or identification number for the corresponding weekly QA compressive strength test result on the Inspector's Daily Report for each small incidental quantity). Quality control testing and daily QA testing for temperature, slump, and air content of fresh concrete are still required. Reduced QC for small incidental quantities, as described in subsection c.5.G of this special provision, may be considered.

The QA sampling rate and sample location will be based on cubic yard quantities.

Samples will be taken from the concrete at the location as close to its final placement into the forms or on the grade as practical. If sampling from the discharge of the haul unit, the sample will be taken from approximately the middle one-third of the load.

Samples for acceptance will not be taken at the concrete production facility (batch plant), nor prior to discharge from a concrete pump (excluding tremie seal placement applications). Mix adjustments to the concrete contained within the haul unit selected for QA sampling and testing (beyond normal QC) will not be permitted prior to QA sampling and testing. QA sampling will be random and without prior notification.

C. Testing. The location(s) within the project limits for QA testing of the fresh concrete and placement of curing facilities for initial curing of the 28-day compressive strength QA test cylinders will be determined by the Engineer in conformance with the following criteria:

(1) The elapsed time between obtaining the first and the final portion of the composite sample must not exceed 15 minutes.

(2) Testing for slump, temperature, and air content of fresh concrete must begin within 5 minutes after obtaining the final portion of the composite sample.

(3) Molding of the 28-day compressive strength QA test cylinders must begin within 15 minutes after obtaining the final portion of the composite sample.

(4) The concrete sample must be protected from the sun, wind, and other sources of rapid evaporation, and from contamination.

Two QA concrete strength test specimens per sample will be molded for 28-day compressive strength QA testing.

The Contractor will provide curing facilities equipped to ensure the proper environment for the Agencies QA concrete strength test specimens during initial cure. Each initial cure facility must provide ventilation or insulation, where applicable, to ensure the ambient temperature surrounding the specimens is maintained according to *AASHTO T 23/ASTM C 31*. Failure by the Contractor to maintain the proper curing environment during initial cure will not be basis for rejection of samples or claims against the Agency. Each initial curing facility must be capable of being locked, using an Agency provided padlock. The Contractor will ensure that all initial curing facilities are accounted for at all time, and protected against theft and damage. The Contractor will place and secure each initial cure facility throughout the project limits in such a manner so as to minimize excessive transport of the test specimens prior to initial cure, as follows:

(5) Immediately after finishing molded specimens, the Engineer will move the QA concrete strength test specimens to the closest initial cure facility provided by the Contractor.

(6) Immediately after all QA concrete strength test specimens are placed into the cure facility and the proper initial curing conditions have been established, the Engineer will secure the facility using the Agency provided padlock. Access to the QA concrete strength test specimens, thereafter, must be coordinated with the Engineer and will only be permitted in the presence of the Engineer.

(7) The Engineer will transport the QA concrete strength test specimens within 48 hours after molding, but not prior to 8 hours after final set of the concrete, from the initial curing facility to the Agency's designated testing laboratory for final curing and strength testing. The specimens will be protected with a suitable cushioning material to prevent damage from jarring during transport. The total transportation time must not exceed 4 hours prior to commencement of final curing.

D. QA Stop Production Criteria. The Engineer will issue a Notice of Non-Compliance with Contract Requirements (Form 1165) and concrete production must stop when one or more of the following are observed.

(1) The QA testing shows that one or more of the suspension limits for quality characteristics defined in Table 2 are in non-compliance.

(2) The QC plan is not being followed.

(3) Segregation, excessive slumping of unsupported slipformed edges, or other notable changes in the fresh concrete properties is observed that may prevent proper placement, consolidation and finishing, or compromise the performance or long-term

durability of the finished product.

(4) The required curing system is not being applied in a timely manner, as specified by the contract.

(5) If the measured air content loss between the two testing locations for the same concrete is greater than 1.5 percent air by volume of concrete as described in subsection c.5.E of this special provision.

The Engineer will issue a Notice to Resume Work (Form 1165) only after all necessary adjustments are made to restore conformance with all applicable specifications, and the appropriate documentation is made in the QC records.

E. QA Records. The Engineer will maintain a complete record of all QA tests and inspections. The records will contain, as a minimum, signed originals of all QA test results and raw data, random numbers used (where applicable) and resulting calculations. The QA test results will not be provided to the Contractor until the corresponding QC test results are received by the Engineer.

3. Quality Index Analysis. The Engineer's QA test results will be used to determine the pay factor (PF) and price adjustment (ADJ). The Contractor's QC test results will not be used for pay factor and price adjustment analysis. The Engineer will complete pay factor and price adjustment analysis within 7 working days after completion of all 28-day compressive strength testing for the representative production lot or quantity of concrete. The quality index parameter specification limits are defined in Table 3. Unless otherwise specified in the contract, concrete not conforming to the requirements specified in Table 3 is rejectable and subject to further evaluation. All values of PF and OLPF in these formulae are decimal, not percent. All values of PF and OLPF are rounded to two decimal places.

Price adjustment will not be applied to small incidental quantities provided the concrete is of acceptable quality and all other provisions are met for the contract item. Price adjustment for 28-day compressive strength deficiencies will be based on test results for the corresponding weekly QA test specimens and the pay factor (PFs) calculated according to the formula defined in subsection d.3.A. The price adjustment (ADJ) = (PFs – 1)(Price).

**Table 3: Quality Index Parameter Specification Limits**

<b>Quality Characteristic</b>	<b>Specification Limits</b>
Air Content of Fresh Concrete (percent)	5.5 – 8.0
Rejection Limit (percent)	<5.0 or >8.5
Conc. Temp. (deg. F)	45 - 90 at time of placement
Slump (max.) (inch)	See Table 1, footnote (g)
28-day Compressive Strength (psi)	For LSL see Table 1
Rejection Limit - 28-day Compressive Strength	See Table 1

A. Pay Factor for 28-Day Compressive Strength (PFs).

$$PFs = \frac{\text{Tested Strength}}{\text{LSL}}$$

Where:

PFs = Pay Factor for 28-day compressive strength (not to exceed 1.00)

Tested Strength = QA 28-day compressive strength sample test result

LSL = Lower specification limit (see Table 1)

If the tested strength does not meet the rejection limit specified in Table 1, the Engineer will require additional evaluation as described in subsection d.4 of this special provision.

B. Pay Factor for Air Content of Fresh Concrete (PFac). The pay factor for air content of fresh concrete (PFac) will be according to Table 4.

**Table 4: Air Content of Fresh Concrete Pay Factor (PFac)**

Air Content of Fresh Concrete (percent)	Pay Factor (PFac)
5.5 – 8.0	1.00
5.0 – 5.4	0.50
Below 5.0	Rejection
8.1 – 8.5	0.75
Above 8.5	Rejection

If the air content of fresh concrete is below 5.0 or above 8.5 percent, the Engineer will elect to do one of the following.

(1) Require removal and replacement of the entire quantity of concrete represented by the test with new testing conducted on the replacement concrete and repeat the evaluation procedure.

(2) Allow submittal of a corrective action plan for the Engineer's approval. If the Engineer does not approve the plan for corrective action, subsection d.3.B.(1) of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

C. Overall Lot Pay Factor (OLPF). The following formulae are used to calculate the OLPF and ADJ. The OLPF will not exceed 1.00.

$$OLPF = (0.60 \times PFs) + (0.40 \times PFac)$$

$$ADJ = (OLPF - 1)(\text{Price})$$

ADJ = Price adjustment per pay unit to be applied to the quantity represented by the QA test

Price = Base price established for the pay item

4. Evaluation of Rejectable Concrete. The Engineer will require additional evaluation to decide what further action may be warranted, as described below. Acceptance for air content of fresh concrete will be based on QA test results reported at the time of concrete placement.

If the Engineer determines that non-destructive testing (NDT) is appropriate, this work will be done by the Contractor in the presence of the Engineer within 45 calendar days from concrete placement. All costs associated with this work will be borne by the Contractor. A complete set of non-destructive tests must be conducted (in accordance with the respective standard test method) at a minimum three randomly selected locations. If NDT is used to estimate the in-situ strength, a calibrated relationship between the project JMF under evaluation and the NDT apparatus must have been established prior to NDT testing according to its respective standard test method.

If the 28-day compressive strength QA test results show that the rejection limit (as specified in Table 1) has not been achieved, the quantity of concrete under evaluation will be rejected and the Engineer will require additional evaluation to decide what further action may be warranted.

Propose an evaluation plan and submit it to the Engineer for approval before proceeding. The results from NDT will be used only to decide what further action is required. This determination will be made by the Engineer, as follows:

A. For non-structural concrete. If no test result from non-destructive testing falls below the lower specification (LSL) 28-day compressive strength, the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PFs) of 1.00 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

B. For structural concrete (including overhead sign foundations). If no test result from non-destructive testing falls below the lower specification limit 28-day compressive strength, the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PFs) of 0.85 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

C. If one or more of the non-destructive test results fall below the lower specification limit (LSL) 28-day compressive strength, the Engineer may elect to do one of the following:

(1) Require removal and replacement of the entire rejected quantity of concrete, including new initial tests for pay factor (PF) determination and price adjustment conducted according to subsection d.3 of this special provision.

(2) Allow the Contractor to submit a plan for corrective action, for the Engineer's approval, to address the disposition of the rejected concrete. If the Engineer does not approve the plan for corrective action, subsection d.4.C.(1) of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

(3) Allow the in-situ quantity of concrete under evaluation to remain in place and a pay factor (PFs) of 0.50 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

**e. Measurement and Payment.** If a price adjustment is made for reasons included in this special provision, that adjustment will be made using the base price established for the specific item. If a contract unit price requires adjustment for other reasons not described in this special provision, the adjustments will be made using the unit price and the adjustments will be cumulative.

Separate payment will not be made for providing, implementing, and maintaining an effective QC program. All costs associated with this work will be included in the applicable unit prices for the concrete items. Failure by the Contractor to maintain the proper curing environment during initial cure will not be basis for claim against the Agency.

All costs associated with providing, locating, relocating, maintaining, and securing the adequate number of portable initial curing facilities for both the QC and QA strength test specimens will be included in the applicable unit prices for the concrete items. No additional payment will be permitted. The Contractor is responsible for damage, theft, subsequent replacement, and removal after completion of the work for each curing facility used on the project.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**GUARDRAIL APPROACH TERMINAL TYPES 1B, 1T, 2B AND 2T**

GRB:CT

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APPR:CAL:DBP:06-01-16  
FHWA:APPR:06-07-16

**a. Description.** This special provision will be used to supplement the information contained in MDOT Standard Plans R-61-Series and R-62-Series, respectively, and section 807 of the Standard Specifications of Construction.

Subject to the conditions specified in this special provision, the FLEAT-SP and SKT-SP guardrail approach terminals, respectively, manufactured by Road Systems, Inc., will be permitted as alternatives to the wood-post versions of the FLEAT and SKT guardrail approach terminals detailed in MDOT Standard Plans R-61-Series and R-62-Series, respectively.

**b. Materials.** Provide materials in accordance with section 807 of the Standard Specifications of Construction, MDOT Standard Plans R-61-Series, and MDOT Standard Plan R-62-Series, with the following additions:

1. Guardrail Approach Terminals Type 1B and 1T, respectively. The FLEAT-SP terminal, manufactured by Road Systems, Inc. may be provided as an alternative to the FLEAT terminal detailed in MDOT Standard Plan R-61-Series.
2. Guardrail Approach Terminals Type 2B and 2T, respectively. The SKT-SP terminal, manufactured by Road Systems, Inc. may be provided as an alternative to the SKT terminal detailed in MDOT Standard Plan R-62-Series.

Shop drawings for the FLEAT-SP and SKT-SP terminals, respectively, must be prepared by the guardrail terminal manufacturer, Road Systems, Inc., with details showing the terminal attached to MDOT Type B guardrail and Type T guardrail, respectively.

Obtain the Federal Highway Administration (FHWA) federal aid eligibility letter for the FLEAT-SP and SKT-SP terminal, respectively.

**c. Construction.** Provide shop drawings and FHWA eligibility letters for the FLEAT-SP and/or SKT-SP terminal, respectively, to the Engineer at least 14 days prior to terminal installation. The Engineer must review and approve the shop drawings and FHWA eligibility letter(s) prior to terminal installation.

Construct FLEAT-SP and SKT-SP guardrail terminals, respectively, in accordance with section 807 of the Standard Specifications for Construction, MDOT Standard Plan R-61-Series, MDOT Standard Plan R-62-Series, and as detailed on the shop drawings approved by the Engineer.

**d. Measurement and Payment.** The completed work for furnishing and installing a FLEAT-SP and/or SKT-SP terminal will be measured and paid for using the corresponding pay items for the FLEAT and SKT terminals, respectively, identified in MDOT Standard Plans R-61-Series and

GRB:CT

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12SP-807J-01

06-01-16

R-62-Series, respectively. Additional payment will not be provided for preparing and submitting shop drawings and other documentation required for installing the FLEAT-SP and/or SKT-SP terminal.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**EARLY/LATE SEASON STRIPING FOR PERMANENT WATERBORNE PAVEMENT MARKINGS**

PMK:MKB

1 of 1

APPR:JJG:MWB:07-06-15  
FHWA:APPR:07-28-15

**a. Description.** Construction projects including the pay item(s), "Pavt Mrkg, Waterborne, \_\_ inch, (color)" may require regular-dry or low temperature waterborne paint be substituted when placement is outside seasonal and temperature limitations of waterborne paint as described in section 811 of the Standard Specifications for Construction. Waterborne paint may be used outside the specified dates and temperatures only when approved by the Engineer.

**b. Materials.** Select regular-dry (811.03D3) or low temperature waterborne (811.03D2) paint from the Qualified Products List.

**c. Construction.** Ensure permanent pavement markings are placed in accordance with section 811 of the Standard Specifications for Construction.

**d. Measurement and Payment.** The item description(s) for regular dry and/or low temperature waterborne paint placed in lieu of **Pavt Mrkg, Waterborne, \_\_ inch, (color)** is:

<b>Pay Item</b>	<b>Pay Unit</b>
Pavt Mrkg, Waterborne Adjusted, __ inch, (color) .....	Foot

Price adjustment will be made only for the quantity of regular dry or low temperature waterborne paint that is placed outside seasonal and temperature limitations as a substitute for **Pavt Mrkg, Waterborne, \_\_ inch, (color)**. Contractors who are in liquidated damages between October 2 and April 30 inclusive are not eligible for this price adjustment.

**Pavt Mrkg, Waterborne Adjusted, \_\_ inch, (color)** will be paid for as a revision to the contract. The unit price for **Pavt Mrkg, Waterborne Adjusted, \_\_ inch, (color)** will be the unit price for **Pavt Mrkg, Waterborne, \_\_ inch, (color)** plus an adjustment factor. The adjustment factor will be published each fall by the Department.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**MOBILE ATTENUATOR**

OFS:CGB

1 of 4

APPR:CT:CRB:04-19-13  
FHWA:APPR:05-09-13

**a. Description.** This special provision sets the guidelines for when mobile attenuators are to be used to protect workers or work equipment from vehicular traffic. Throughout this special provision, mobile attenuators refer to truck mounted attenuators (TMA) and trailer mounted attenuators.

Use mobile attenuators in projects to protect personnel or equipment when one or more of the following conditions are met.

- The vehicle is designated as a protective vehicle (shadow vehicle or barrier vehicle) as part of the maintenance of traffic typicals, maintenance of traffic plans, or other contract documents.
- Aerial work is being performed on scaffolding, lifts, hoists, bucket trucks, etc., where workers using this equipment are in an occupied lane or shoulder and not protected by temporary concrete barrier. Mobile attenuators are not intended to be used for the removal, installation or maintenance of traffic signals.
- Mobile/short duration operations such as pavement marking convoys, grinding in rumble strips, permanent sign installations, luminescent installations, etc. Mobile attenuators are not intended to be used for the removal or installation of special markings.

Mobile attenuators cannot be mounted on the vehicle or equipment used by personnel to complete aerial work. Mobile attenuators cannot be used as a temporary/permanent barrier ending except during replacement of damaged temporary/permanent barrier ending. In the event that a mobile attenuator is used as a temporary safety measure for a damaged temporary/permanent barrier ending, the maximum length of time that it can be used for this purpose is 48 hours or as approved by the Engineer.

1. Stationary and Mobile Operation. This work consists of furnishing a vehicle with the required gross vehicle weight as shown in the tables below and furnishing, installing and operating a mobile attenuator according to the manufacturer's recommendations, the contract, and/or as directed by the Engineer. Locate the attenuator placement as detailed in the applicable maintaining traffic typical, maintenance of traffic plans or other contract documents.

Securely attach material loaded onto the vehicle to obtain the required gross weight, for transport or during work operations to the vehicle. Hazardous materials will not be allowed on this vehicle. Materials that will be off loaded and incorporated into the construction activities will not be considered part of the vehicle gross weight.

**b. Materials and Design.** Use mobile attenuators that meet or exceed the requirements of *National Cooperative Highway Research Program Report 350 (NCHRP 350) Test Level 2 (TL-2) or Test Level 3 (TL-3)*, or *Manual for Assessing Safety Hardware (MASH) TL-2 or TL-3*, as described below for work zone traffic control devices.

1. Utilize a mobile attenuator rated for *NCHRP 350, TL-2* or *MASH, TL-2* on non-freeway roadways with a normal posted speed of 40 miles per hour (mph) or less. TL-2 mobile attenuators are prohibited for use on all freeways, non-freeway roadways, and work zones with posted speed limits of 45 mph or greater.

2. Utilize a mobile attenuator rated for *NCHRP 350, TL-3* or *MASH, TL-3* on freeways, non-freeway roadways and work zones with posted speed limits of 45 mph or greater. TL-3 mobile attenuators may be used on all roadways and work zones regardless of the posted speed limit.

Supply to the Engineer a copy of the FHWA letter of eligibility for federal aid stating the mobile attenuator meets the appropriate *NCHRP 350* or *MASH* test level specified in the above stated criteria. In addition, supply a letter to the Engineer stating the mobile attenuator system has been installed and maintained according to manufacturer's specifications.

The face of the mobile attenuator, visible to approaching traffic must have reflectorized alternating yellow and black stripes, sloping downwards in both directions from the center of the attenuator.

**c. Operating Details and Utilization.** Operate the mobile attenuator as per manufacturer's recommendation, the contract, and/or as directed by the Engineer. This includes, but is not limited to, the following:

- Ensure the height from the bottom of the mobile attenuator to the roadway surface is 12 inches ( $\pm 2.5$  inches) and within manufacturer's specifications.
- Ensure the mobile attenuator is parallel (level) with the roadway surface.
- Provide a shoulder harness and headrest for the mobile attenuator vehicle's operator.

For stationary operations, when operating the vehicle with the attenuator installed, ensure the vehicle is in second gear if it has a standard transmission (park if an automatic transmission), with the parking brakes set and steering wheels turned away from the work area and traffic, if possible. Place the mobile attenuator according to roll-ahead distance in Tables 1 or 2.

If the mobile attenuator is involved in a crash, supply pictures of the crash scene and the damage of the mobile attenuator to the Engineer within 3 days of the incident.

**d. Measurement and Payment.** Mobile attenuators will be furnished and operated at no cost to the Department for all contract items associated with pavement marking operations.

The cost for the equipment, mobilization and labor to furnish and operate this equipment will be included in other contract items. The Department will pay for repair or replacement of a mobile attenuator called for as part of the pavement marking operations if damaged by something other than the Contractor's own equipment, during contract operations as described below.

Measurement and payment for the use of mobile attenuators on all other contract items will be as described below.

<b>Pay Item</b>	<b>Pay Unit</b>
Mobile Attenuator .....	Each

The Engineer will pay for the maximum number of mobile attenuators deployed per the maintenance of traffic typicals, maintenance of traffic plans or other contract documents and in use at any one time during the life of the project or as approved by the Engineer. If the Contractor uses alternative construction operations or methods that require additional mobile attenuators that exceed the amount specified in the contract, the additional mobile attenuators will be provided at the Contractor's expense.

The Department will pay for repair or replacement of a mobile attenuator called for as part of the contract if damaged by something other than the Contractor's own equipment, during contract operations by contract modification with the name of the extra pay item to be defined as Mobile Attenuator, Repair or Mobile Attenuator, Replace if the following criteria are met:

1. The damaged or destroyed attenuator must meet all of the manufacturing and operating criteria of this special provision.
2. The Contractor must have the repaired/replaced attenuators inspected by the Manufacturer/Supplier to insure that the units are in good working order. Documentation of the inspection is to be provided to the Engineer prior to implementing the mobile attenuators for use.
3. Provide a crash report from the enforcement agency involved in the accident investigation.
4. Pictures of the accident scene and damage to the mobile attenuator are forwarded to the Engineer.
5. The attenuator repair or replacement will be for the actual unit as required by this special provision. The cost to perform the repairs or replace the attenuator including installation will be paid for by the Contractor. Provide to the Engineer a detailed invoice from the Supplier showing material costs for replacement or repair for payment. The repair or replacement cost must not exceed the Suppliers invoice cost for a new attenuator.
6. The Department will not pay for any costs that are required to replace or repair the attenuator vehicle and any other items which were used to operate the attenuator.
7. Attenuators that have been repaired or replaced as part of the contract are not eligible for additional payment using the Mobile Attenuator pay item once the attenuator is put back into service.

**Table 1. Guidelines For Roll-Ahead Distance For Mobile Attenuator Vehicles Test Level 2**

Weight of Mobile Attenuator Vehicle (Minimum)	Posted Speed (mph) (Posted Speed Prior to Work Zone)	Roll Ahead Distance(a) (Distance from front of Mobile Attenuator Vehicle to Work Area)
5.5 Tons (Stationary Operation)	40 or Less	25 feet
a. Roll ahead distances are calculated using a 4,410 pound impact vehicle weight.		

**Table 2. Guidelines For Roll-Ahead Distance For Mobile Attenuator Vehicles Test Level 3**

Weight of Mobile Attenuator Vehicle (Minimum)	Posted Speed (mph) (Posted Speed Prior to Work Zone)	Roll-Ahead Distance(a) (Distance from front of Mobile Attenuator Vehicle to Work Area)
5 Tons (Mobile Operation)	60-70	175 feet
	50-55	150 feet
	45	100 feet
12 Tons (Stationary Operation)	60-70	50 feet
	50-55	25 feet
	45	25 feet
a. Roll ahead distances are calculated using a 10,000 pound impact vehicle weight.		

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**TRAFFIC CONTROL QUALITY AND COMPLIANCE**

OPR:JJG

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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 improvements directed by the Engineer that are beyond the scope of the 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.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**PAYMENT FOR MINOR TRAFFIC DEVICES AND TRAFFIC REGULATOR CONTROL**

OPR:JJG

1 of 1

APPR:BJO:DBP:07-19-11  
FHWA:APPR:07-19-11

**Delete Table 812-1 in subsection 812.04.E, on page 625 of the Standard Specifications for Construction, in its entirety and replace with the following.**

**Table 812-1 Partial Payment Schedule for Minor Traf Devices and Traffic Regulator Control**

Percent of Original Contract Amount Earned	Total Percent of Unit Price Paid
First Use	15
25	30
50	55
75	80
90	100

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**TYPE B, TEMPORARY, PRISMATIC, SPECIAL**

OPR:CRB

1 of 2

APPR:MSB:DBP:06-08-07  
FHWA:APPR:06-01-11

**a. Description.** This work consists of fabricating, placing, maintaining, removing, and/or relocating the Type B, Temporary, Prismatic, Special signs identified in the proposal or on the plans. The signs have non-standard legends and may be project specific.

**b. Materials.** Use prismatic grade reflective sheeting, as described in section 922 of the Standard Specifications for Construction.

Use Type I, II or III substrates for stand alone signs as permitted by MDOT Traffic Special Detail WZD-100-A and on portable sign supports.

Ensure sign posts, as described in section 919 of the Standard Specifications for Construction and MDOT Traffic Special Detail WZD-100-A are used.

Route markers or overlays used in the fabrication or modification of Type B, Temporary, Prismatic, Special signs must either be directly applied to the Type B, Temporary, Prismatic, Special sign face or be fabricated utilizing Type III or Type IV substrate as defined in section 919 of the Standard Specifications for Construction. Overlays or route markers fabricated with Type II substrates are prohibited.

**c. Construction.** The Type B, Temporary, Prismatic, Special signs must meet the requirements for Sign, Type B, Temp, Prismatic, Furn and Oper as outlined in section 812 of the Standard Specifications for Construction.

Ensure Type B, Temporary, Prismatic, Special signs are not fabricated with vertical seams. Horizontal seams are not to cross through the sign legend.

Temporary sign overlays may be used to modify the legends of Type B, Temporary, Prismatic, Special signs.

Install Type B, Temporary, Prismatic, Special signs on driven or augured, steel or wood, sign supports, according to MDOT Traffic Special Detail WZD-100-A and subsections 812.03, 919.04 and section 912 of the Standard Specifications for Construction, unless otherwise indicated on the plans, proposal or approved by the Engineer.

**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:

<b>Pay Item</b>	<b>Pay Unit</b>
Sign, Type B, Temp, Prismatic, Special, Furn .....	Square Foot

Sign, Type B, Temp, Prismatic, Special, Oper..... Square Foot

**Sign, Type B, Temp, Prismatic, Special, Furn** will be paid for the same as described for the pay item Sign, Type \_\_, Temp, Prismatic, Furn in subsection 812.04.C of the Standard Specifications for Construction. In addition, the pay item includes the fabrication of all initial route markers and overlays for the Type B, Temporary, Prismatic, Special signs.

**Sign, Type B, Temp, Prismatic, Special, Oper** will be paid for the same as described for the pay item Sign, Type \_\_, Temp, Prismatic, Oper in subsections 812.04.D and 812.04.B of the Standard Specifications for Construction.

Payment for operated items also includes the removal of all portable or driven or augured sign supports (including post stubs and ballast) used to install the Type B, Temporary, Prismatic, Special signs.

Payment for operated items will also include the installation and/or removal of all overlays used to modify portions of Type B, Temporary, Prismatic, Special signs as specified on the plans, proposal or required by the Engineer and includes all equipment and material necessary to install and/or remove the overlays as required for the life of the contract. When sign overlays, including different route markers, are used to modify portions of Type B, Temporary, Prismatic, Special signs, only the overlay will be paid for as additional square footage of **Sign, Type B, Temp, Prismatic, Special, Furn**.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**SUPPORTS FOR TEMPORARY SIGNS**

OPR:CRB

1 of 1

APPR:MWB:DBP:06-26-12  
FHWA:APPR:08-18-12

**Delete the last paragraph of subsection 812.03.D.3, on page 604 of the Standard Specifications for Construction in its entirety, and replace with the following.**

Mount construction signs on portable sign support standards only if signs are to remain in place for 14 days or less, or as allowed by the Engineer if fixed supports are not possible.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**TEMPORARY PAVEMENT MARKING REVISIONS**

OFS:CGB

1 of 4

APPR:MWB:MKB:02-12-16  
FHWA:APPR:02-23-16

**Delete subsection 812.03.D.11.a, on page 610 of the Standard Specifications for Construction, in its entirety and replace with the following:**

- a. **Temporary Pavement Marking – Wet Reflective Type R.** Use temporary wet reflective pavement marking Type R (removable tape) when temporary pavement markings must be placed on finished pavements and are not in the exact location as future permanent markings or at the discretion of the Engineer when temporary markings must be removed during the life of a project.

Ensure prior to installation the pavement surface is air blown or brushed to remove surface dust and dirt. Remove curing compound from new concrete surfaces before applying Type R Tape.

Place wet reflective Type R tape when it is used as a 4-foot dash or full length skip line as defined in the contract to temporarily mark finished pavement prior to the placement of permanent markings according to the Manufacturer's specifications for existing temperature and pavement condition. Offset it 1 foot from the permanent marking so that the permanent markings can be placed prior to the removal of the 4-foot dashes or full length skip line. Do not use 4-foot dashes or full length skip lines to temporarily mark a solid edge line. Ensure damaged or missing tape of more than 2 consecutive skip lines, is replaced at no cost to the Department within 24 hours after notification by the Engineer. Failure to replace the tape within the 24 hour time period will result in a contract price adjustment as described in the Special Provision for Traffic Control Quality and Compliance.

- i. Between April 15 and November 1, place wet reflective Type R tape not used as a skip line according to the Manufacturer's specifications for existing temperature and pavement condition. Replace wet reflective Type R tape of more than 50 cumulative feet that fails, at no cost to the Department within 24 hours after notification by the Engineer. Failure to replace the tape within the 24 hour time period will result in a contract price adjustment as described in the Special Provision for Traffic Control Quality and Compliance.
- ii. From November 2 to December 1 and March 15 to April 14, place wet reflective Type R tape for all temporary shifts and tapers when pavement surfaces are dry and air temperatures are 40 degrees Fahrenheit and rising. All wet reflective Type R tape placed during these times must be placed during approved daytime hours negotiated between the Engineer and the Contractor or daytime hours required in the contract. Do not place wet reflective Type R tape within 24 hours of predicted precipitation, or 24 hours after any precipitation. The Contractor will be paid to

repair locations that fail during these times unless the Engineer determines the failure is due to improper surface preparation, or failure to follow these requirements. Repairs, if required, will be paid for at a negotiated price between the Engineer and the Contractor for the associated work.

- iii. Use temporary wet reflective pavement marking Type NR paint, for all tapers and shifts when ambient air temperature is less than 40 degrees Fahrenheit. To remove the wet reflective Type NR paint, use the least abrasive technique as directed by the Engineer to minimize scarring. If the approved pavement marking removal pay item is not part of the contract, the cost of the removal of Type NR pavement markings will be negotiated between the Engineer and the Contractor.
- iv. Wet reflective Type R tape is not to be placed between December 2 and March 14.

**Delete subsection 812.03.D.11.b, on page 610 of the Standard Specifications for Construction, in its entirety and replace with the following:**

**b. Temporary Pavement Marking.**

- i. **Wet Reflective Type NR Paint.** Use temporary pavement marking Wet Reflective Type NR paint when temporary pavement markings must be placed on pavement to be removed or replaced during construction. They also must be used when temporary markings line up exactly with the placement of permanent markings and may be grooved out prior to recessing permanent markings. The temporary pavement marking material must be compatible with the material specified for the permanent markings if permanent markings are to be placed on top of temporary markings.

Place Wet Reflective Type NR paint in accordance with section 811. Place the material at a thickness of 18 mils while driving at a maximum rate of 8 miles per hour. Drop WR optics from the forward most bead applicator gun at a rate of 4 pounds per gallon. Drop glass beads at a rate of 6 pounds per gallon from the rear bead applicator gun.

Place Wet Reflective Type NR paint, used as a 4-foot dash or full length skip line as defined in the contract, to temporarily mark finished pavement prior to the placement of permanent markings, in the exact location as the permanent marking such that its removal is not necessary. Only use Wet Reflective Type NR markings compatible with the permanent pavement marking material specified on the project as a 4-foot dash or full length skip line. Do not use 4-foot dashes or full length skip lines to temporarily mark a solid edgeline.

- ii. **Type NR Tape.** Use temporary pavement marking Type NR Tape as a 4 foot dash or full length skip line as defined in the contract to temporarily mark a white skip line or yellow centerline on base or leveling course of pavement. Type NR tape must not be used to temporarily mark a solid edgeline. Type NR tape is not to be used on the wearing course of asphalt or on existing pavement.

Place Type NR tape in accordance with section 811.



**Delete the following pay items from the list of pay items in subsection 812.04, on page 623 of the Standard Specifications for Construction:**

Pavt Mrkg, Type R, 4 inch, (color), Temp .....Foot  
 Pavt Mrkg, Type NR, Paint, 4 inch, (color), Temp .....Foot

**Add the following pay items to the list of pay items in subsection 812.04, on page 623 of the Standard Specifications for Construction:**

Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, (color), Temp .....Foot  
 Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, (color), Temp .....Foot

**Delete subsection 812.04.N.2, on page 629 of the Standard Specifications for Construction, in its entirety and replace with the following:**

2. **Non-Removable (Type NR) Pavement Markings.** The unit price for the relevant **Pavt Mrkg, Wet Reflective, Type NR, Paint, Temp** and **Pavt Mrkg, Type NR, Tape, Temp** pay items include the cost of providing and placing temporary pavement markings.

**Delete subsection 812.04.N.3, on page 629 of the Standard Specifications for Construction, in its entirety and replace with the following:**

3. **Removable (Type R) Pavement Markings.** The unit prices for **Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, (color), Temp** and **Pavt Mrkg Cover, Type R, (color)** include the cost of providing, placing, maintaining, removing and disposing of temporary pavement marking. Payment will be per foot measured along the length of the placed pavement marking except for 8 inch gore markings and double solid lines which will be two times their measured length.

**Delete subsection 922.06.A.1 on page 937 of the Standard Specifications for Construction in its entirety and replace with the following:**

1. **Pavement Marking, Wet Reflective, Type R.** Provide wet reflective Type R temporary pavement marking as preformed tape. Select wet reflective Type R markings from the Qualified Products List (922.06A). Apply and remove preformed tape in accordance with the manufacturer's instructions. The tape must remain flexible and conform to the texture of the pavement surface during use.

**Delete subsection 922.06.A.2, on page 937 of the Standard Specifications for Construction, in its entirety and replace with the following:**

2. **Pavement Marking, Wet Reflective, Type NR Paint.** Provide Wet Reflective Type NR temporary pavement markings as paint reflectorized with glass beads and wet

reflective optics, as required.

- a. **Wet Night Retro Reflective Optics.** Select WR optics from one of the following Manufacturers or a Department approved alternative that meets or exceeds the requirements in Table 922-2:

3M Corporation  
Potter's Industries  
Swarco

Table 922-2 Temporary Wet Reflective Type NR Pavement Markings		
Average Initial Retro reflectivity at 30 meter geometry in mcd/lux/sq m with flow of placement		
Test Method	Color	
	White	Yellow
Dry ( <i>ASTM E 1710</i> )	700	500
Wet Recovery ( <i>ASTM E 2177</i> )	250	200

Ship the material to the job site or Contractor's yard in sturdy containers marked in accordance with subsection 920.01.A.

Select glass beads for corresponding materials in accordance to subsection 920.02.

Submit to the Engineer prior to the start of work a general certification from the Manufacturer that when applied according to the construction methods herein, the glass beads and optics will meet the minimum requirements shown in Table 922-2.

- b. **Binder Material for Temporary Wet Reflective Type NR Pavement Markings.** Select the liquid applied pavement marking from one of the following materials from the Qualified Products List to use as a binder for the WR optics or use an alternative as approved by the Engineer:

811.03D1 Waterborne, Liquid Pavement Marking Material  
811.03D2 Low Temperature Waterborne, Liquid Pavement Marking Material  
811.03D3 Regular Dry Paint, Liquid Pavement Marking Material

3. **Pavement Marking, Type NR Tape.** Provide Type NR temporary pavement markings as preformed tape reflectorized with glass beads, as required. The tape must remain flexible and conform to the texture of the pavement surface during use. Select Type NR tape from the Qualified Products List (922.06A).

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**INDUSTRIAL BY-PRODUCTS AND BENEFICIAL RE-USE**

ENV:HLZ

1 of 1

APPR:JJG:JFS:09-11-14

APPR: FHWA: 09-11-14

**a. Description.** For this project, regardless of the application, the use of industrial by-products, covered in 2014 PA 178, is prohibited unless the use and application of a particular material is covered elsewhere in the contract.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**CRUSHED CONCRETE NEAR WATER**

CFS:JFS

1 of 1

APPR:KAS:DBP:02-24-12  
FHWA:APPR:02-24-12

**Add the following paragraph after the first paragraph of Subsection 902.05 on page 743 of the Standard Specifications for Construction:**

The use of crushed concrete is prohibited on the project within 100 feet of any water course (stream, river, county drain, etc.) and lake, regardless of the application or location of the water course or lake relative to the project limits.

**Add the following paragraph after the first paragraph of Subsection 902.06 on page 743 of the Standard Specifications for Construction:**

The use of crushed concrete is prohibited on the project within 100 feet of any water course (stream, river, county drain, etc.) and lake, regardless of the application or location of the water course or lake relative to the project limits.

**Add the following paragraph after the fourth paragraph of Subsection 902.07 on page 744 of the Standard Specifications for Construction:**

The use of crushed concrete is prohibited on the project within 100 feet of any water course (stream, river, county drain, etc.) and lake, regardless of the application or location of the water course or lake relative to the project limits.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**ALTERNATIVE GRANULAR MATERIALS FOR FILL AND SUBBASE**

CFS:SAB

1 of 1

APPR:JFS:DMG:04-03-12  
FHWA:APPR:04-09-12

**Delete subsection 902.07.A, on page 744, of the Standard Specifications for Construction, in its entirety and replace with the following:**

A. Class I, Class IIAA, or Dense-Graded Aggregate 21A, 21AA and 22A material for Class II material;

**Delete subsection 902.07.B, on page 744, of the Standard Specifications for Construction, in its entirety and replace with the following:**

B. Class I, Class II, Class IIA, Class IIAA, Class IIIA or Dense-Graded Aggregate 21A, 21AA and 22A material for Class III material;

**Delete subsection 902.07.C, on page 744, of the Standard Specifications for Construction, in its entirety and replace with the following:**

C. Class I material for Class IIAA material; and

**Add the following subsection to Section 902.07, on page 744, of the Standard Specifications for Construction.**

D. Dense-Graded Aggregate 21A, 21AA and 22A material for Class IIA.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**SUPERPAVE FINAL AGGREGATE BLEND REQUIREMENTS**

CFS:KPK

1 of 2

APPR:JFS:CJB:04-03-15

FHWA:APPR:04-07-15

**a. Description.** This special provision establishes the Superpave final aggregate blend gradation requirements and the Superpave final aggregate blend physical requirements.

**b. Materials.** Replace Table 902-5 and Table 902-6 of the Standard Specifications for Construction with the following tables.

<b>Table 902-5</b>						
<b>Superpave Final Aggregate Blend Gradation Requirements</b>						
<b>Standard Sieve</b>	<b>Percent Passing Criteria (control points)</b>					
	<b>Mixture Number</b>					
	<b>5</b>	<b>4</b>	<b>3 Leveling Course</b>	<b>3 Base Course</b>	<b>2</b>	<b>LVSP (a)</b>
1½ inch	—	—	—	—	100	—
1 inch	—	—	100	100	90–100	—
¾ inch	—	100	90–100	90–100	≤90	100
½ inch	100	90–100	≤90	≤90	—	75–95
⅜ inch	90–100	≤90	—	—	—	60–90
No. 4	≤90	—	—	—	—	45–80
No. 8	47-67	39-58	35–49	23–49	19–45	30–65
No. 16	—	—	—	—	—	20–50
No. 30	—	—	—	—	—	15–40
No. 50	—	—	—	—	—	10–25
No. 100	—	—	—	—	—	5–15
No. 200	2.0–10.0	2.0–10.0	2.0–8.0	2.0–8.0	1.0–7.0	3–6
a. For LVSP, less than 50 percent of the material passing the No. 4 sieve may pass the No. 30 sieve.						

Table 902-6 Superpave Final Aggregate Blend Physical Requirements													
Est. Traffic (million ESAL)	Mix Type	Percent Crushed Minimum Criteria		Fine Aggregate Angularity Minimum Criteria		% Sand Equivalent Minimum Criteria		Los Angeles Abrasion % Loss Maximum Criteria		% Soft Particles Maximum Criteria (a)		% Flat and Elongated Particles Maximum Criteria (b)	
		Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course
< 0.3	LVSP	55/—	—	—	—	40	40	45	45	10	10	—	—
< 0.3	E03	55/—	—	—	—	40	40	45	45	10	10	—	—
≥0.3 - <1.0	E1	65/—	—	40	—	40	40	40	45	10	10	—	—
≥1.0 - < 3	E3	75/—	50/—	43	40	40	40	35	40	5	5	10	10
≥3 - <10	E10	85/80	60/—	45	40	45	45	35	40	5	5	10	10
≥10 - <30	E30	95/90	80/75	45	40	45	45	35	35	3	4.5	10	10
≥30 - <100	E50	100/100	95/90	45	45	50	50	35	35	3	4.5	10	10

(a) 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.  
 (b) 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.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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 [www.icc-es.org](http://www.icc-es.org) 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.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**ELECTRICAL AND LIGHTING CONDUIT**

UTL:SJU

1 of 1

APPR:MWB:LWB:01-13-15  
FHWA:APPR:01-27-15

**Delete the first sentence in subsection 918.01, on page 857 of the Standard Specifications for Construction, and replace with the following:**

Provide conduits listed and appropriately labeled by a Nationally Recognized Testing Laboratory (NRTL), as recognized by the Occupational Safety and Health Administration (OSHA), with ultraviolet protection and manufactured for use at temperatures of at least 194 degrees F unless otherwise required.

**Delete the second sentence in subsection 918.01.A, on page 857 of the Standard Specifications for Construction, and replace with the following:**

Provide galvanized steel conduit manufactured in accordance with UL 6.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**PERMANENT PAVEMENT MARKING MATERIALS**

PMK:MKB

1 of 1

APPR:MWB:CRB:07-07-16  
FHWA:APPR:07-13-16

**Delete the first paragraph of subsection 920.01, on page 890 of the 2012 Standard Specifications for Construction in its entirety and replace it with the following:**

Select pavement marking materials from the Qualified Products List unless specified otherwise by special provision in the contract. For black liquid shadow markings and blue markings used in parking areas, either choose a product of the specified binder material and color from the Qualified Products List or select a white product of the specified binder material from the Qualified Products List and tint the product to the appropriate color.

Use liquid applied pavement marking materials manufactured in the previous 12 months or within the shelf-life directed by the manufacturer, whichever is less. Use solid applied materials within the shelf-life directed by the manufacturer. Provide certification that liquid and solid applied pavement marking materials have been stored per the manufacturer's requirements. Materials not in compliance will be rejected and removed at the Contractor's expense.

**Delete the second paragraph from subsection 920.02.A, on page 891 of the Standard Specifications for Construction in its entirety and replace it with the following:**

Glass beads must meet the general requirements of subsection 920.02.B, and the applicable requirements for specific applications of subsection 920.02.C. All glass beads meeting subsections 920.02.B and 920.02.C to be used on Federal-aid projects must contain no more than 200 parts per million of arsenic or lead, as determined in accordance with *Environmental Protection Agency* testing methods 3052, 6010B, or 6010C.

**Add the following after the last paragraph of subsection 920.02.C, on page 892 of the 2012 Standard Specifications for Construction:**

6. **Modified Urethane.** The type, gradation, and application rates for glass beads used with modified urethane marking material must meet the modified urethane manufacturer's recommendation.

Use a double drop system of large and standard glass beads, a double drop system of ceramic elements and standard glass beads, or an Engineer-approved alternate for recessed longitudinal markings. Ensure large glass beads meet federal specification TTB-1325 for a Type 4 glass bead.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**GLASS BEADS USED FOR PAVEMENT MARKINGS**

PMK:MKB

1 of 1

APPR:MWB:HZ:10-26-12  
FHWA:APPR:11-05-12

**Delete the second paragraph from subsection 920.02.A, on page 891 of the Standard Specifications for Construction in its entirety and replace it with the following:**

Glass beads must meet the general requirements of subsection 920.02.B, and the applicable requirements for specific applications of subsection 920.02.C. All glass beads meeting subsections 920.02.B and 920.02.C to be used on Federal-aid projects must contain no more than 200 parts per million of arsenic or lead, as determined in accordance with *Environmental Protection Agency* testing methods 3052, 6010B, or 6010C.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS  
FOR  
**MULTIPLE DAVIS-BACON WAGE DECISIONS**

CSD:JDM

1 of 1

APPR:MAS:11-21-14

This proposal may contain multiple Davis-Bacon Wage Decisions. In order to clarify the work covered by each decision, the following explanations are offered:

General Decision MI\_\_0001 covers all airport construction, bridge construction, highway construction, and sewer and watermain work that are incidental to highway projects. The construction type indicated on this decision is "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)". This wage decision is the most commonly used wage decision in MDOT's federally funded projects.

In accordance with the U.S. Department of Labor's All Agency Memorandums No. 130 and No. 131, multiple wage decisions will be included in those projects in which a second category of work is substantial in relation to project cost – more than approximately 20% or \$1,000,000. Sewer and watermain work is considered to fall under the Heavy Construction work classification by the DOL, therefore when that work type is more than 20% of the engineer's estimate or \$1,000,000, the wage decision with the construction type "HEAVY CONSTRUCTION PROJECTS" will also be included in the proposal and is to be used for the sewer and watermain work in the proposal. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision.

Also, when the landscape work is more than 20% of the project cost or \$1,000,000, the "HEAVY CONSTRUCTION PROJECTS" wage decision will be included in the proposal to cover all landscape work. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision. If the project is a total landscape project, only the "HEAVY CONSTRUCTION PROJECTS" wage decision will be in the proposal.

Rest area building projects will include the construction type "BUILDING" wage decision when the building portion of the work is more than 20% of the project cost or \$1,000,000. The other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision and/or the "HEAVY CONSTRUCTION PROJECTS" wage decision (landscape and/or sewer and watermain work) if either or both are greater than 20% or \$1,000,000.

Although there is only one wage decision for "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)", work (MI\_\_0001), the "HEAVY CONSTRUCTION PROJECTS" and "BUILDING" wage decisions vary from county to county.

**NOTICE TO BIDDERS**

**BID RIGGING**

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## **NOTICE TO CONTRACTORS/CONSULTANTS**

### **Fraud and Abuse Hotline**

The Michigan Department of Transportation (MDOT) has established a Fraud and Abuse Hotline for employees, contractors, consultants, and others to report suspected fraud or abuse, such as: prevailing wage non-compliance, theft, kickbacks, wrongful claims, contract fraud, use of materials that do not comply with specifications, unapproved substitution of materials, commodities, or test samples, or failure to follow contract procedures.

Anyone with knowledge of any activity involving the potential for fraud or abuse is requested to call the Hotline at (toll free) **1-866-460-6368** or **517-241-2256**.

SAGINAW COUNTY ROAD COMMISSION  
NOTICE TO BIDDERS

**COORDINATION CLAUSE**

ROWE: SCRC

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November 2016

Construction Engineering:

Construction staking and inspection on this project will be done by the Saginaw County Road Commission forces.

The Contractor shall be required to notify the Project Engineer a minimum of 48 hours prior to any needed construction staking to allow for mobilization of County Survey personnel.

The Contractor shall give the Engineer 24 hours notice prior to performing work. It is the Contractor's responsibility to coordinate the construction schedule so the Engineer can be given 24 hours notice. If 24 hour notice is not given, work performed without proper inspection will not be considered for payment.

Contact: Joseph Periard  
Project Manager  
Saginaw County Road Commission  
(989) 239-1305

SAGINAW COUNTY ROAD COMMISSION  
NOTICE TO BIDDERS

**UTILITY COORDINATION**

ROWE: SCRC

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November 2016

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standards Specifications for Construction.

The following public utilities have facilities located within the right-of-way:

UTILITY	OWNER	CONTACT PERSON
Telephone & Fiber Optic	AT&T 309 S Washington Avenue Saginaw, MI 48607	John Cary (989) 776-4047
Electric	Consumers Energy 2400 Weiss Street Saginaw, MI 48602	Greg Squanda (989) 791-5353
Saginaw County Public Works Comissioner	Saginaw County DPW 111 S Michigan Avenue Saginaw, MI 48602	Brian Wendling (989) 790-5258

For the protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall contact MISS DIG System, Inc. by phone at 811 or 800-482-7171 or via the web at either [elocate.missdig.org](http://elocate.missdig.org) for single address or [rte.missdig.org](http://rte.missdig.org), a minimum of 3 business days prior to excavating, excluding weekends and holidays. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

The owners of existing service facilities that are within grading or structure limits and designated to be moved or removed on the plans, will move them to locations designated by the Engineer or will remove them entirely from the right of way. Owners of public utilities will not be required by the County to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

The existing utilities shown on the plans represent the best information available as obtained from survey and existing records. This information does not relieve the Contractor of the responsibility of protecting all existing utilities, in case utilities have been constructed or removed since the survey date or if utilities are encountered in different locations.



The contractor shall be responsible for the protection of all existing utilities during construction of this project. Any utilities damaged by the Contractor shall be repaired in accordance with the related utility specifications at the Contractor's expense.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SUPPLEMENTAL SPECIFICATION  
FOR  
**ERRATA TO THE 2012 STANDARD SPECIFICATIONS**

1 of 29

07-29-16

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.

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

Page	Subsection	Errata		
64	107.12	Change the first sentence of the first paragraph to read: "For protection of underground utilities and in accordance with 2013 PA 174, the Contractor must notify Miss Dig at least 3 work days, excluding Saturdays, Sundays and holidays, before beginning each excavation in areas where public utilities have not been previously located."		
65	107.15.A	Change "MDNRE" to "MDEQ" in four instances in this subsection.		
66	107.15.A.3	Add the following to the end of the paragraph "Note that a burn permit from the MDNR is required for any open burning whenever the ground is not snow covered. Any individuals that allow a fire to escape will be in violation of the Natural Resources and Environmental Protection Act and will be required to reimburse the costs of suppressing the wild fire."		
67*	107.16	The third sentence should read "In State Forests, the Contractor must contact the local Unit Manager, Forest Management Division, MDNR, regarding the work to be performed within or adjacent 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 Engineer may approve another equitable method, supported by an acceptable rationale to determine time extensions for any of the excusable delays listed in subsection 108.08.		
83	108.10.C	Change the last sentence of the first paragraph to read: "The liquidated damages may contain one or more components of damages added together."		
83	108.10.C.1	In Table 108-1 delete the last row of the table and replace it with the following: <table border="1" style="margin-left: 40px;"> <tr> <td>≥50,000,000</td> <td>4,500</td> </tr> </table>	≥50,000,000	4,500
≥50,000,000	4,500			
102	109.05.E.1	Change the second sentence of the third paragraph to read: "Provide the content specified in subsection 109.05.D.11 for the applicable items in this statement and as follows:"		
107	150.04	Change the following pay item reading "Mobilization, Max ___" to read "Mobilization, Max (dollar)" at nine locations throughout 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 paragraph to read:		

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."
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, CI __, __ inch, Jacked in Place"
200	402.04.A	Change the last sentence of the subsection to read as follows: "The unit price for <b>Sewer</b> and <b>Sewer, Reinf Conc, Ellip</b> 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 <b>Minor Traf Devices</b> or <b>Traf Regulator Control</b> ."
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: "Design precast box culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway for HL-93 Modified live load."

Page	Subsection	Errata
219	406.03.B	Change the first sentence of the first paragraph to read: “Submit shop drawings for culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway to the Engineer, for review and approval in accordance with subsection 104.02.”
219	406.03.C.1	Change the second sentence of the first paragraph to read: “Before manufacture, perform load ratings on precast three-sided, arch or box culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway, in accordance with the AASHTO Manual of Bridge Evaluation, Section 6, Part A, the Michigan Bridge Analysis Guide current at the time load rating is performed, and the Michigan Structure Inventory and Appraisal Guide.”
223	406.03.G	Add the following after the first sentence of the second paragraph: “Where possible, maintain the stream flow thru the existing channel, temporary channel, or temporary culvert.”
224	406.03.G	Replace the fifth paragraph of this subsection with the following: “The Contractor may use cast-in-place wing walls, headwalls, and aprons, as alternatives to precast wing walls, headwalls, and aprons. Attach cast-in-place wing walls or headwalls as shown on the shop drawings.”
225	406.03.G.2	Change the third sentence of the first paragraph to read: “Before placing the open-graded aggregate 34R, compact the coarse aggregate 6A using at least three passes of a vibrating plate compactor.”
226	406.03.G.2	Change the first sentence of the second paragraph of this subsection to read: “Fill the space between the box culvert joints during placement of box sections with closed-cell rubber extrusion type gaskets in accordance with ASTM C 990.”
226	406.04.A.9	Change the sentence to read: “Providing plan modifications including design, additional plan quantities and pay items to accommodate any changes to the precast units as shown on the plans.”
226*	406.04.A	Add the following paragraph after the last paragraph of the subsection: “The substructure design is specific to the three-sided or arch culvert detailed on the plans. The Contractor must use approved MDOT service vendors qualified in Hydraulics, Geotechnical Engineering Services, and Short and Medium Span Bridges to perform the required design and plan modifications, as directed by the Engineer, if the Contractor selects a culvert shape different than shown on the plans.”
227	406.04.B	Add the following new item in the list of items in this subsection:

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		<p>2. Headwalls, wingwalls, aprons, and curtain walls, precast or cast-in-place;</p> <p>Renumber the exist items 2 through 4 in this list to read 3 through 5.</p> <p>Delete existing item numbered 5 and replace with the following:</p> <p>6. Inserts for bars and connection hardware; and</p> <p>Renumber the existing item 6 in this list to read 7.</p>
227	406.04.B	<p>Delete the first and second paragraphs following the list of items in this subsection and replace with the following:            “The Department will pay separately for cast-in-place concrete, other than for culvert segments, wing walls, and headwalls; excavation; protective coating; providing and placing backfill material; by plan quantity in accordance with subsection 109.01.A.”</p>
239	501.03.C.6	<p>The first sentence of this subsection should read "Except as specified in subsection 501.03.C.4, removing HMA surface applies to removing HMA overlying a material designated for removal or that is required to remain in place."</p>
247	501.03.O	<p>Change footnote e in Table 501-5 to read:            "Flushing severe enough to significantly affect surface friction (Friction Number &lt;35)."</p>
249	501.04.H	<p>The first sentence of this subsection should read "The Engineer will measure, and the Department will pay for removing HMA surface, no greater than 12 inches thick, overlying a material designated for removal or that is required to remain in place, as <b>HMA Surface, Rem.</b>"</p> <p>The second paragraph of this subsection should read "The Engineer will measure, and the Department will pay for removing HMA surface, greater than 12 inches thick, overlying a material designated for removal or that is required to remain in place, as <b>Pavt, Rem</b> in accordance with subsection 204.04."</p>
257	503.03.E	<p>Delete this subsection in its entirety.</p>
265	504.03.E.3	<p>Delete this subsection in its entirety.</p>
269	504.04.A	<p>This subsection should read "The unit prices for <b>Micro-Surface</b>, regardless of the type required, include cleaning existing pavement; applying a bond coat; temporary pavement markings; stationing; corrective action; and traffic control to complete corrective action."</p>
299	601.04	<p>In table 601-2 delete the row for Grade P-NC concrete in its entirety.</p>
300	601.04	<p>In table 601-2, the first sentence of footnote b. should read:            “Use coarse aggregate 6A, 6AA or 6AAA for Grades P1, P2 and M.”</p>

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		In table 601-2, footnote c. should read: "The mix design basis for bulk volume (dry, loose) of course aggregate per unit volume of concrete is 72% for Grade P1; 74% for Grade P2."
308	602.03.F	Note c. in Table 602-1 should read "Refer to Section D6 of the Materials Quality Assurance Procedures Manual for inspection procedure."
320	602.04.C.3	The last paragraph in this subsection should read "If the Engineer approves a substitution of a higher concrete grade for a lesser grade (e.g., P1 for P2), the Department will pay for the higher grade of concrete using the original bid and pay items of the lesser grade."
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 "Apply the required curing compound in two coats, at a rate of at least 1 gallon per 25 square yards for each coat."
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 below.
372	705.03.C.1	Add the following sentence after the first paragraph of this subsection: "Do not drive piles within a radius of 25 feet of newly placed concrete until the concrete attains at least 75 percent of its specified minimum strength."
374	705.03.C.2.c	Change the last sentence of the second paragraph to read "Drive test piles to the minimum pile length or practical refusal, whichever is greater".
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.)"
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

Page	Subsection	Errata
		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."
426	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.



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430*	707.03.D.7.b	Change the title of the Table 707-4 to read: "Minimum Bolt Tension for ASTM A 325 Bolts"
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 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: "The unit price for <b>Bridge Barrier Railing</b> includes the cost of placing steel reinforcement, providing and placing concrete, constructing joints, and forming, finishing, curing and protecting the concrete."
461	711.04.F	The title of this subsection should read " <b>Reflective Marker, Permanent Barrier.</b> "
467	712.03.C	Add the following to the end of the third paragraph of the subsection:

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		“Notify the Engineer of any saw cuts in the top flange. Saw cuts equal to or less than 1/32 inch deep in steel beams must be repaired by grinding, to a surface roughness no greater than 125 micro-inches per inch rms, and tapering to the original surface using a 1:10 slope. Saw cuts in excess of 1/32 inch deep in steel beams require a welded repair to be submitted to the Engineer for approval. Weld in accordance with subsection 707.03.D.8 and provide adequate notice to allow the Engineer to witness the repair work. Inspect and test all saw cut repairs (including grinding repairs) using ultrasonic testing in accordance with 707.03.D.8.c at no additional cost to the Department.”
471	712.03.J	Add the following to the end of the second paragraph of the subsection: “Select adhesive anchor systems from the Qualified Products List.”
471	712.03.J.1	Delete the first paragraph in this subsection and replace it with the following: “Propose complete details of drilling, cleaning, and bonding systems for anchoring reinforcement and submit for the Engineer’s approval before use. The minimum embedment depth must be nine times the anchor diameter for threaded rod or bolt and twelve times the anchor diameter for reinforcing bar. Propose a drilling method that does not cut or damage existing reinforcing steel. Prepare at least three proof tests per anchor diameter and type in the same orientation in which they will be installed on the existing structure, on a separate concrete block, in the presence of the Engineer. The Engineer will proof test the proposed systems. The Engineer will base approval of the anchoring system on the following criteria:”
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 with ASTM E 488.”
473	712.03.L.2	Change the first sentence in the second paragraph of this subsection to read: "If using epoxy coated steel reinforcement, epoxy coat mechanical reinforcement splices in accordance with ASTM A 775."
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 two test splices on the largest bar size."
473*	712.03.L.3	Change the sentence beginning “Demonstrate to the.... to read: “Demonstrate to the Engineer that splices have a tensile strength of 125 percent of the bar yield strength and high strength splices have a tensile strength of 150 percent of the bar yield strength.”
488	713.02	Add the following as subsection 713.02.C: "C. <b>Structural Steel for Retrofitting and Welded Repairs.</b> Structural steel material used for retrofitting and welded repairs of primary

Page	Subsection	Errata
		members as defined in subsection 707.01.B must meet longitudinal Charpy V-Notch impact test requirements."
501	715.02	Add the following material reference above the two existing items: "Sealant for Perimeter of Beam Plates .....713"
508	715.03.D.1	Add the following sentence after the second paragraph of the subsection: "Apply sealant for perimeter of beam plates in accordance with subsection 713.03.F."
515	716.03.A	Delete the second paragraph of this subsection in its entirety.  Change the last sentence of the last paragraph of this subsection to read: "Provide a primer dry film thickness for the top flange between 4 mils and 10 mils."
519	716.04	Change the second sentence of the first paragraph of this subsection to read: "The unit price for <b>Field Repair of Damaged Coating (Structure No.)</b> includes the costs of making field repairs to the shop applied coating system; prime coat surfaces and exposed surfaces of bolts, nuts, and washers; and repairing stenciling."
521	717.04.B	This subsection should read "The unit price for <b>Drain Casting Assembly</b> includes the cost of providing and installing the downspout and, if necessary, the lower bracket to the drain casting."
522	718.02	Change the section number "906" in the third material in the list to read "919."
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	Renummer this subsection as follows: "2. <b>Permanent Casing.</b> "
540	802.04	Change "Non reinf" in the last pay item of the list with "Nonreinf".
545*	803.04.E	Change the second sentence of the second paragraph to read: "The unit price for <b>Railing for Steps</b> includes the cost of providing, fabricating, installing, and grouting the railing."
560	807.04	Delete the following pay item from the list: Guardrail Buffered End .....Each
560	807.04.B	Change the fifth paragraph of this subsection to read:

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

Page	Subsection	Errata
		"The Engineer will measure <b>Guardrail Salv</b> and <b>Guardrail, Mult, Salv</b> 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 <b>Field Office, CI</b> __ 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 <b>Field Office, Utility Fees</b> 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. <b>Drilled Piles for Cantilever and Truss Foundations.</b> 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, Replace.....Each
596	811.03.G	Delete this subsection in its entirety.
597*	811.03.H	Rename this subsection as follows: "G. <b>Raised Pavement Marker (RPM) Removal.</b> "
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 <sup>nd</sup> Application, (color).....Foot  Add the following pay items to the list: "Pavt Mrkg, Polyurea, (legend).....Each

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		<p>Pavt Mrkg, Polyurea, (symbol).....Each”</p> <p>Change the sixth item down the list to read: “Pavt Mrkg, Polyurea, __ inch, Cross Hatching, (color)”</p> <p>Change the eleventh item down the list to read: “Rem Curing Compound, for Longit Mrkg, __ inch.....Foot”</p> <p>Change the last item in the list to read: “Witness, Log, Layout, \$1000.00”</p>
599	811.04.B	Delete this subsection in its entirety.
599	811.04	<p>Rename the following subsections as follows:</p> <p><b>B. Call Back.</b></p> <p><b>C. Pavement Marking Removal.</b></p> <p><b>D. Material Deficiency.”</b></p>
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."
605	812.03.D.6.b	<p>Change the first sentence of the first paragraph to read:</p> <p>“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.”</p>
605	812.03.D.7	<p>Add the following sentence after the first sentence of the first paragraph:</p> <p>“Place a shoulder closure taper in advance of the lighted arrows placed on the shoulders.”</p>
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..."

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

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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 an ET Type or SKT Type extruder guardrail ending 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."
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.I.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:

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		"The Engineer will not measure a temporary barrier ending move as <b>Conc Barrier Ending, Temp, Relocated</b> 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, 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 ( <b>Botanical Name</b> ) 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."

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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	<p>Delete the first paragraph in the subsection and replace it with the following:</p> <p>"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."</p> <p>Change the third sentence of the second paragraph in this subsection to read:</p> <p>"Contact the MDLARA for electrical service inspection and pay the applicable fees."</p>
671	819.03.F.1	<p>Change the paragraph to read:</p> <p>"Install light standard foundations as shown on the plans and the standard plans, as applicable."</p>
673	819.03.G.4.b	<p>Change the last sentence of the first paragraph to read:</p> <p>"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."</p>
673	819.03.G.4.b	<p>Delete the first two sentences of the second paragraph and replace with the following:</p> <p>"Tighten bolts connecting the pole to the frangible base to a snug tight condition. Snug tight is the tightness attained by a few impacts of an impact wrench, or the full effort of a person using an ordinary spud wrench. The lock washers must be fully compressed."</p>
678*	819.04	<p>Delete the last item in the list on this page reading:</p> <p>"DB Cable, in Conduit, 600 Volt, (number) 1/C# (size) ..... Foot"</p>
680	819.04	<p>Change the first paragraph to read:</p> <p>"Unless otherwise required, the unit prices for the pay items listed in this subsection include the cost of excavation, granular material, backfill, and disposal of waste excavated material. 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."</p>
680	819.04.A	Add the following paragraph after the first paragraph of the subsection.



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		<p>“The unit prices for <b>Conduit, Rem</b> include the cost of removing the type, number, and size of conduit shown on the plans.”</p> <p>Change the third paragraph of the subsection to read:            “The unit prices for <b>Conduit, (type), __ inch</b> and <b>Conduit, DB, (number), __ inch</b> include the cost of installing the type, number, and size of conduit shown on the plans, and installing marking tape.”</p>
681	819.04.B	<p>Change the last paragraph of the subsection to read:            “The unit price for <b>DB Cable, in Conduit, Rem</b> includes the cost of removing all cables from the existing conduit measured per lineal foot of conduit.”</p>
681	819.04.C	<p>Change the first paragraph of the subsection to read:            “The unit prices for <b>Cable, Rem</b> and <b>Cable, (type), Rem</b> include the cost of dead ending, circuit cutting, installing guying, work required to leave circuits operable, and disposing of the removed cables, wire, hardware, and other appurtenances.”</p>
681	819.04.D	<p>Change the first paragraph of the subsection to read:            “The unit price for <b>Cable, Pole, (type), Disman</b> includes the cost of dismantling and off-site disposal of the following:”</p>
685	820.01.D	<p>Change the sentence to read:            “Excavate, backfill, restore the site in kind in accordance with section 816, and dispose of excess or unsuitable material;”</p>
688	820.03.C	<p>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.”</p>
696	820.04	<p>Add the following pay items to the list:            “Pedestal, Pushbutton, Alum.....Each            Pedestal, Pushbutton, Rem.....Each”</p>
697	820.04.A.2	<p>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.”</p>
698	820.04.B	Delete the second paragraph of this subsection found on this page.
698	820.04.C	Change " <b>Fdns</b> " to read " <b>Fdn</b> " 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:

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		"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>"<a href="http://www.ngs.noaa.gov/heightmod/GuidelinesPublications.shtml">http://www.ngs.noaa.gov/heightmod/GuidelinesPublications.shtml</a>"</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."
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."
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: <b>"Percent of Original Contract Amount Earned"</b>
739	902.02	Change the last aggregate testing description to read: "Determining Specific Gravity and Absorption of Fine Aggregates.....MTM 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

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		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	<p>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".</p> <p>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".</p> <p>Change the Item of Work by Section Number column in Table 902-1 for the 34R row to read: "401, 404, 406".</p>
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".
752	Table 902-8	Under the Material column in the fourth row change the "FA2" to read "2FA".
752	Table 902-8	Under the Material column in the fifth row change the "FA3" to read "3FA".
761	Table 904-2	Delete the footnote f and any other reference to footnote f from the table.
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 996 (Type A), or the requirements of cold-drawn wire of ASTM A 1064".
767	905.03	Change the first sentence of the third paragraph to read: "Bar reinforcement for prestressed concrete beams must meet the requirements of ASTM A 996 (Type R) for Grade 60 steel bars, except the Engineer will allow bar reinforcement that meets the requirements of ASTM A 615 or ASTM A 996 (Type A) for Grade 40 steel bars for stirrups in prestressed concrete beams".
768	905.03.C	Change the first sentence in the subsection to read:

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		"Epoxy coated steel reinforcement, if required, must be coated in accordance with ASTM A 775, with the following exceptions and additions."
768	905.03.C.3	Change the first sentence of this subsection to read: "Include written certification that the coated reinforcing bars were cleaned, coated, and tested in accordance with ASTM A 775 with the coating applicator."
768	905.05	Change the first sentence of the first paragraph to read: "Deformed steel bars must meet the requirements of ASTM A 706 or the requirements for Grade 40, Grade 50, or Grade 60 of ASTM A 615 or ASTM A 996 (Type R or Type A only)".
768	905.06	Delete this subsection in its entirety and replace it with the following: "Deformed wire fabric for prestressed concrete and fabric for concrete pavement reinforcement must meet the requirements of ASTM A 1064 and fabricated as required."
772	906.07	Change the first paragraph to read: "High-strength bolt fasteners for structural joints must meet the requirements of ASTM A 325 Type 1 bolts. High-strength nuts for structural joints must meet the requirements of ASTM A 563 Grade DH or AASHTO M 292 Grade 2H. High-strength washers for structural joints must meet the requirements of ASTM F 436 Type 1 for circular, beveled, clipped circular, and clipped beveled washers."  Change the second sentence of the second paragraph of this subsection to read: "Galvanized nuts must be tapped oversize in accordance with ASTM A 563 and meet Supplementary Requirements S1, Lubricant and Rotational Capacity Test for Coated Nuts and S2, Lubricant Dye."
777*	907.03.D.2.a	Change the first sentence of the second paragraph to read: "Angle sections must be nominal 2½ inch by 2½ inch by ¼ inch."
777*	907.03.D.2.b	Change the first sentence of the first paragraph to read: "Angle section braces must be nominal 1¾ inch by 1¾ inch by ¼ inch or nominal 2 inch by 2 inch 3/16 inch."
782	908.04	Change the first sentence of the first paragraph of this subsection to read: "Steel castings for steel construction must meet the requirements of ASTM A 148 for Grade 60/90 carbon steel castings, as shown on the plans, unless the Engineer approves an alternate in writing."
783*	908.09.A	Change the title of this subsection and the first sentence to read "A. <b>Base Plates, Angle, and Non-Tubular Post Elements.</b> Galvanized base plates, angle, rail splice elements, and non-tubular

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		post elements must meet the requirements of ASTM A 36 and ASTM A 123".
783*	908.09.B	Change the title of this subsection and the first sentence to read "B. <b>Rail Elements and Tubular Post Elements.</b> Rail elements and tubular post elements must meet the requirements of ASTM A 500, for Grade B and subsection 908.09.B and be galvanized in accordance with ASTM A 123".
784*	908.09.C	Change this subsection to read: "C. <b>Hardware.</b> Railing anchor studs must meet the requirements of ASTM A 449. Heavy hex nuts must meet the requirements of ASTM A 563. Bolts, used as rail fasteners, must meet the requirements of ASTM A 325, Type 1. Where called for, round head bolts must meet the requirements of ASTM A 449. The material for the railing hand hole screws must meet the requirements of ASTM A 276, Type 304. All nuts must meet the requirements of ASTM A 563 Grade DH or AASHTO M 292 Grade 2H. All flat washers must meet the requirements of ASTM F 436. Lock washers must be steel, regular, helical spring washers meeting the requirements of ANSI B18.21.1 - 1972. Bolts, nuts, washers and other hardware must be hot-dip galvanized in accordance with AASHTO M 232. Galvanized nuts must be tapped oversize in accordance with ASTM A 563, and meet Supplementary Requirements S1, Lubricant and Rotational Capacity Test for Coated Nuts, and S2, Lubricant Dye."
785	908.11.B	Change the second paragraph to read: "Bolts, nuts, and round washers for guardrail, other than at bridge barrier railings, must meet the requirements of ASTM A 307, ASTM A 563 (Grade A with Supplementary Requirements S1 of ASTM A 563), and ASTM F 436, respectively."  Change the third paragraph to read: "Washers, other than round washers, for guardrail must meet the requirements for circular washers in ASTM F 436 except that the dimensions must be as shown on the plans."  Change the fifth paragraph to read: "Bolts, nuts, and washers for connections at bridge barrier railings must conform to ASTM A 325 Type 1 galvanized high-strength structural bolts with suitable nuts and hardened washers."
787	908.14.B	Add the following sentence to the end of the third paragraph of this subsection: "Exposed threaded ends of anchor bolts must be galvanized a minimum of 20 inches."  Change the sixth paragraph in this subsection to read: "Provide washers meeting the requirements of ASTM F 436 for circular washers."

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787	908.14.B	Change the second sentence of the fourth paragraph to read "After coating, the maximum limit of pitch and major diameter for bolts with a diameter no greater than 1 inch may exceed the Class 2A limit by no greater than 0.021 inch, and by no greater than 0.031 inch for bolts greater than 1 inch in diameter".
787*	908.14.C	Change the first paragraph to read "Provide either four or six high strength anchor bolts per the contract plans, meeting the mechanical requirements of ASTM F 1554, for Grade 105, with each standard. Anchor bolts for traffic signal strain poles must meet the requirements of subsection 908.14.B with the following exceptions and additions:"
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, the Contractor may use gasket material meeting the low temperature flexibility and elevated temperature flow test requirements of ASTM C 990, excluding the requirements for softening point, flashpoint and fire point."
793	909.06	Change the first sentence of the second paragraph of this subsection to read: "Provide Corrugated Polyvinyl Chloride Pipe (CPV) and required fittings meeting the requirements of AASHTO M 304."
793*	909.05.D	Change the second sentence of the paragraph to read "Provide a continuous welded joint to create a watertight casing that is capable of withstanding handling and installation stresses. Perform field welding by the SMAW process using E7018 electrodes."
794*	909.08.A	Change the first sentence to read: "Provide bridge deck downspouts of PE pipe meeting the requirements of ASTM F 714, PE 4710, DR 26."
804	Table 909-9	In the note area at the bottom of the table change the designation of the second note from "c." to "b."
811	910.04	Add the following sentence to the end of this subsection: "Fabricate silt fence according to subsection 916.02."
814	Table 911-1	In the 4 <sup>th</sup> row of the 5 rows in the table change the Property listed as "Total Organic Content (TOC)" to read "Total Organic 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 read: "Clay brick, to construct manholes, catch basins, and similar structures, must meet the requirements of ASTM C 32, for Grade MS."
837*	914.04	Add the following as subsection 914.04.C:

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		<b>“C. Lubricant-Adhesive for Neoprene Joint Seals.</b> The lubricant-adhesive must be a single-component moisture-curing polyurethane and aromatic hydrocarbon solvent mixture meeting ASTM D 2835, Type I. Ship in containers plainly marked with the lot or batch number of the material and date of manufacture. Store at temperatures between 58 and 80°F. Do not exceed 12 months shelf-life prior to use.”
840	914.08	Change the first sentence of the second paragraph to read: “Straight tie bars for end-of-pour joints must consist of bars of the diameter and length shown on the plans meeting the requirements of ASTM A 615, ASTM A 706, or ASTM A 996 (Type R or Type A only)”.
840*	914.09.A	Change the first sentence of the first paragraph to read: “Straight tie bars for longitudinal pavement joints must consist of bars of the diameter and length shown on the plans meeting the requirements of ASTM A 615, ASTM A 706, or ASTM A 996 (Type R or Type A only)”.
840	914.09.B	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. <b>Class A.</b> 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:

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		"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: "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:

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



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		“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."
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 .....560 807
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).....598.....811 Pavt Mrkg, (material), 4 inch, SRSM, 2 <sup>nd</sup> Application, (color).....598.....811
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)

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

Page	Subsection	Errata
		Add the following pay items to the list: "Pavt Mrkg, Polyurea, (legend).....598.....811 Pavt Mrkg, Polyurea, (symbol).....598.....811 Pedestal, Pushbutton, Alum.....696.....820 Pedestal, Pushbutton, Rem.....696.....820"
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, __ inch .....598 811"
964	Pay Item Index	Change the following pay item to read: "Sewer, CI __, __ inch, Jacked in Place .....200 402" "Sign Cover, Type I.....622 812"
965*	Pay Item Index	Change the following pay item in the list to read: "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 Casing.....533.....718
967*	Pay Item Index	Delete the following pay item from the list; Truss Fdn Anchor Bolts, Replace.....584.....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).....646 815 Watering and Cultivating, Second Season, Min (dollar) .....646 815"
969	Pay item Index	Change the following pay item in the list to read: "Witness, Log, Layout, \$1000.00"
993	General Index	Change "Shop Plans (see Plans and Working Drawings)" to read "Shop Drawings (see Plans and Working Drawings)".

Table 701-1 Concrete Structure Mixtures													
		Slump (inches)				Minimum Strength of Concrete (f)							
Concrete Grade (e,h)	Section Number Reference (i)	Cement Content per cyd (b,c)		Type A, D or no Admixture	Type MR, F, or G Admixtures (g)			Flexural (psi)			Compressive (psi)		
		lb	sack		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
T	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	6.0	0 - 3	0 - 3	0 - 6	0 - 7	550	600	650	2,600	3,000	3,500
		526 (d)	5.6										
S3	402, 403, 803, 804, 806	517	5.5	0 - 3	0 - 3	0 - 6	0 - 7	500	550	600	2,200	2,600	3,000
		489 (d)	5.2										

a. Unless otherwise required, use Coarse Aggregate 6AA or 17A for exposed structural concrete in bridges, retaining walls, and pump stations.

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.

i. Section Number Reference:

401	Culverts	711	Bridge Railings	803	Concrete Sidewalk, Sidewalk Ramps, and Steps
402	Storm Sewers	712	Bridge Rehabilitation-Concrete	804	Concrete Barriers and Glare Screens
403	Drainage Structures	713	Bridge Rehabilitation-Steel	806	Bicycle Paths
705	Foundation Piling	801	Concrete Driveways	810	Permanent Traffic Signs and Supports
706	Structural Concrete Construction	802	Concrete Curb, Gutter and Dividers		

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

**Table 902-6  
Superpave Final Aggregate Blend Physical Requirements**

Est. Traffic (million ESAL)	Mix Type	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)	
		Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course
< 0.3	LVSP	55/—	—	—	—	40	40	45	45	10	10	—	—
< 0.3	E03	55/—	—	—	—	40	40	45	45	10	10	—	—
≥0.3 - <1.0	E1	65/—	—	40	—	40	40	40	45	10	10	—	—
≥1.0 - < 3	E3	75/—	50/—	40(a)	40(a)	40	40	35	40	5	5	10	10
≥3 - <10	E10	85/80	60/—	45	40	45	45	35	40	5	5	10	10
≥10 - <30	E30	95/90	80/75	45	40	45	45	35	35	3	4.5	10	10
≥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.

<b>Table 912-10 Minimum Retention Requirements</b>				
<b>Preservative</b>	<b>Minimum Retention, (pcf)</b>			<b>AWPA Standard</b>
	<b>Guardrail Posts</b>	<b>Sign Posts</b>	<b>Blocks</b>	
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 preservatives	AWPA Commodity Specification A, Table 3.0, Use Category 4B	Not Allowed	AWPA Commodity Specification A, Table 3.0, Use Category 4A	A11
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.				

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. P <sub>2</sub> O <sub>5</sub> /1000 ft. <sup>2</sup> )	Recommendation (lbs. P <sub>2</sub> O <sub>5</sub> /1000 ft. <sup>2</sup> )	Recommendation (lbs. P <sub>2</sub> O <sub>5</sub> /1000 ft. <sup>2</sup> )	Recommendation (lbs. P <sub>2</sub> O <sub>5</sub> /1000 ft. <sup>2</sup> )
0	0	4.4	3.4	2.5	2.5 lbs. year (Maximum single application of 1.5 lbs.)
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	
10	6.7	3.1	1.7	1.0	
12	8	2.8	1.4	0.7	
14	9.3	2.6	1.0	0.4	
16	10.7	2.3	0.7	0.1	
18	12	2.1	0.3	0.0	
20	13.3	1.8	0.0		
22	14.7	1.5			
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: [www.turf.msu.edu](http://www.turf.msu.edu) or [www.bephosphorusmart.msu.edu](http://www.bephosphorusmart.msu.edu)

**SAGINAW COUNTY ROAD COMMISSION**  
 IN COOPERATION WITH  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
 AND  
**FEDERAL HIGHWAY ADMINISTRATION**

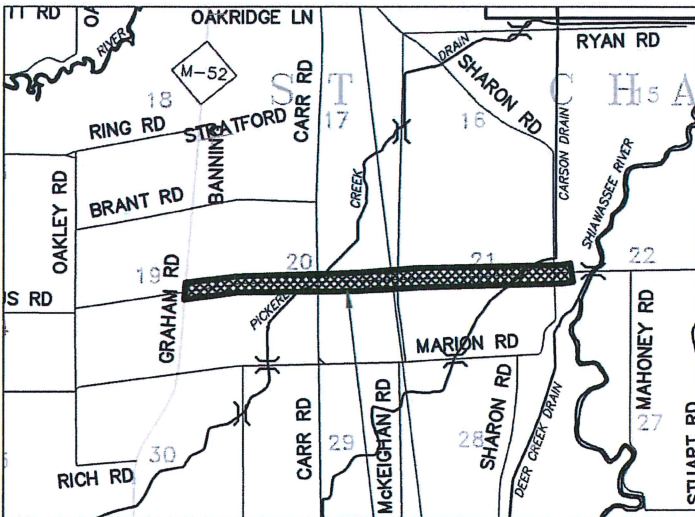
**PLAN AND PROFILE OF PROPOSED**

**INDEX**

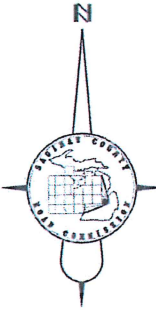
COVER SHEET	1
LOG OF PROJECT	2-6
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SPECIAL DETAILS	13-54

JOB NUMBER: 119176A  
 CONTROL SECTION: STL 73141  
 FEDERAL PROJECT NUMBER: STP 1773(004)  
 FEDERAL ITEM NUMBER: RT 0568  
 FERGUS ROAD RESURFACING

FROM THE EAST SPRING POINT OF GRAHAM ROAD (M-52) TO 887' EAST OF SHARON RD  
 ST CHARLES TOWNSHIP, SAGINAW COUNTY



PROJECT LOCATION  
 P.O.B. STA 42+40  
 P.O.E. STA 173+56  
 2.48 MILES



**TRAFFIC DATA**

PRESENT ADT (2017)	2,526
FUTURE ADT (2037)	2,791
% COMMERCIAL TRAFFIC	3%
DESIGN SPEED (MPH)	55
POSTED SPEED LIMIT (MPH)	(PRIMA FACIE)

**MDOT ROAD STANDARD PLANS**

- R-60-J\* GUARDRAIL TYPES A, B, BD, T, TD, MGS-8, & MGS-8D
  - R-62-H\* GUARDRAIL APPROACH TERMINAL TYPES 2B & 2T
  - R-66-E\* GUARDRAIL DEPARTING TERMINAL TYPES B, T & MGS
  - R-73-F\* GUARDRAIL OVER BOX OR SLAB CULVERTS
  - 21\* GUARDRAIL AT INTERSECTIONS
- \*SPECIAL DETAILS INCLUDED IN PROPOSAL

**MDOT TRAFFIC AND SAFETY SPECIAL DETAILS**

- WZD-100-A\* GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS
  - WZD-125-E\* TEMPORARY TRAFFIC CONTROL DEVICES
- \*SPECIAL DETAILS INCLUDED IN PROPOSAL



**CONTRACT FOR:** 2.48 MILES OF HMA OVERLAY, GUARDRAIL REPLACEMENT, AND AGGREGATE SHOULDERS ON FERGUS ROAD FROM THE EAST SPRING POINT OF GRAHAM ROAD (M-52) TO 887' EAST OF SHARON RD.

FOR THE PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, THE CONTRACTOR SHALL CONTACT MISS DIG SYSTEM, INC. BY PHONE AT 811 OR 1-800-428-7171 OR VIA THE WEB AT EITHER ELOCATE.MISSDIG.ORG FOR SINGLE ADDRESS OR RTE.MISSDIG.ORG, A MINIMUM OF 3 BUSINESS DAYS EXCLUDING WEEKENDS AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL "MISS DIG" PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED HEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION. THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH "MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS", USING CRITERIA FOR "PREVENTATIVE MAINTENANCE, SECTION D (PM)", THE PLACEMENT OF PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2011 EDITION.

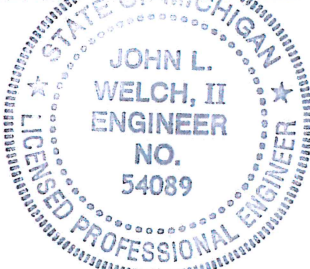


PREPARED BY  
**ROWE PROFESSIONAL SERVICES COMPANY**

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 540 S. Saginaw St., Ste. 200; P.O. Box 3748  
 Flint, MI 48502

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PREPARED UNDER SUPERVISION OF:



*John L. Welch, II*  
 JOHN L. WELCH, II, P.E.  
 REGISTERED PROFESSIONAL ENGINEER

54089  
 REG. NO.

12-22-16  
 DATE:

**SAGINAW COUNTY ROAD COMMISSION APPROVAL**

*Joe Wsniowski* 12-22-16  
 JOE WSNIOWSKI, P.E. — DIRECTOR OF ENGINEERING DATE

*Dennis Borchard* 12-22-16  
 DENNIS BORCHARD — MANAGING DIRECTOR DATE

**Location:**

This project is located along Fergus Road in St. Charles Township, Saginaw County. The P.O.B. of the project will be near the east spring point of Graham Road (M-52) at the change in pavement condition at Station 42+40. The project will extend easterly to the interface between the pavement placed with the recent bridge project and the existing roadway at Station 173+56. This location is approximately 887 feet east of the Sharon Road center line. The project limits total 2.48 miles in length. The alignment reference for this project is based on a created best fit alignment from an aerial photo and field measurements of the existing section corners located throughout the project. Stationing for these section corners is provided in the Station Reference Table.

**Description of Work:**

The proposed roadway improvements within the project limits consist of a one and one half (1.5) inch HMA overlay. In addition to the overlay, other improvements include aggregate shoulder placement to transition from the edge of the proposed HMA to existing aggregate shoulder, and permanent pavement markings.

The proposed one and one half (1.5) inch HMA overlay will be placed throughout the project limits. The proposed rate of the overlay may need to vary throughout placement to upgrade the existing cross slope to a 2-percent cross slope crowned in the center of the roadway. Aggregate will be placed at a width of approximately five (5) feet to transition the proposed HMA edge to the existing aggregate shoulder. The proposed pavement will be transitioned to meet the existing pavement at the proposed tie-in points as illustrated in the provided details. HMA placed in the intersection and driveway areas will be considered mainline paving and will not be paid for separately. Aggregate will also be placed to transition the proposed pavement to the existing aggregate driveway approaches. This aggregate will be paid for as Shoulder, CI II, Modified.

The Contractor shall also ensure a smooth transition between proposed HMA overlay and the existing roadway, at the POB and POE, and at each intersecting side street, in accordance with the provided Butt Joint detail, to be paid for as Pavt for Butt Joints, Rem.

Stopping and starting points for both sides of the roadway shall be at the same point at the end of each day. Uneven lanes during non-working periods will not be allowed.

Monument boxes shall be adjusted to match the proposed elevation of the roadway, as directed by the Engineer.

The following is a list of pay items that will be used for this project. All work shall be completed as directed by the Engineer. No payment will be given for unused quantity.

<u>Mainline Items of Work</u>	<u>Quantities</u>
Mobilization, Max.	1 LSUM
Shoulder, CI II, Modified	3830 Ton
Pavt for Butt Joints, Rem	195 Syd
HMA, LVSP	3760 Ton
Monument Box Adjust	4 Ea
Monument Preservation	4 Ea



**Guardrail Replacement:**

The existing guardrail at the Carr Road intersection protecting the 23.5' x 89' structure for the Pickerel Creek and the existing guardrail approximately 1,100' west of Sharon Road protecting the double 14'-3" x 8'-11" arch culverts for the Carson Drain will be removed and replaced. Guardrail, Type B shall be installed at both locations in accordance with the applicable standard plans and details provided in the log of project. Contractor shall take necessary measures and caution while removing existing guardrail and anchorage and installing proposed to ensure that the proposed structure and culverts are not damaged. Guardrail is to be installed at the Carr Road intersection along the brush block, as described below and in the details. Anchorage will be paid for as Guardrail Post, Culv and will be constructed in accordance with MDOT Standard Plan R-73-Series. Anchor bolts can be inserted into the brush block concrete while placing or drilled and epoxied as shown in R-73-series. Measures to prevent debris from the proposed work from falling into the waterway shall be taken. If debris falls into the waterway, it shall be removed immediately. Additional aggregate has been included to accommodate relocating the field drive north of Fergus Road at the Carr Road intersection if needed, location as directed by the Engineer.

<u>Items of Work</u>	<u>Quantities</u>
Guardrail, Rem	386 Ft
Guardrail, Type B	675 Ft
Guardrail, Type T	50 Ft
Guardrail, Curved, Type B	88 Ft
Guardrail Approach Terminal, Type 2B	5 Ea
Guardrail Departing Terminal, Type B	3 Ea
Guardrail Post, Culv	16 Ea
Guardrail Reflector	46 Ea

At the Carr Road intersection, existing concrete block currently supporting guardrail posts will be removed or chipped away below the proposed roadway surface as much as possible, paid for as Structures, Rem Portions. In addition, the existing 10-inch brush block on each end of the Carr Road structure will be removed. Effort shall be taken to retain existing reinforcement steel between bridge deck and brush block during removal. Work will be performed as directed by the Engineer who will determine limits of removal and approve contractor's removal method. Once guardrail, existing supporting block, and brush block have been removed, the surface of the structure shall be cleaned of all debris out to the existing HMA roadway so the Engineer can inspect the structure surface and ensure that the extent of material that has been removed is acceptable. A 1'-7" x 10" brush block shall be placed on both ends of the structure. Two #4 epoxy anchored dowel bars shall be drilled and inserted into the structure at maximum spacing of 1'-6". Additional dowel bars shall be placed 9" each side of the centerline of the guardrail post. Steel reinforcement and dowel bars shall be tied to existing steel exposed from removal of the existing brush block where ever possible. Proposed brush block will be paid for as Conc, Grade D. Shoulder, CI II, Modified shall be placed in the area between the proposed guardrail and HMA roadway. Necessary protection of the structure and roadway during construction will not be paid for separately and shall be included in the cost of the project.

<u>Items of Work</u>	<u>Quantities</u>
Structures, Rem Portions	1 LSUM
Reinforcement, Steel, Epoxy Coated	67 Lb
Adhesive Anchoring of Vertical Bar, 1/2 inch	132 Ea
Conc, Grade D	3 Cyd

**Permanent Pavement Markings:**

Permanent pavement markings will be placed once the proposed HMA has been placed and before the roadway is open to traffic. Pavement markings shall match existing configuration and shall be placed in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2011. The Contractor shall log all existing pavement markings and submit log to the Saginaw County Road Commission for approval prior to commencing construction.

<u>Items of Work</u>	<u>Quantities</u>
Pavt Mrkg, Waterborne, 4 inch, White	25920 Ft
Pavt Mrkg, Waterborne, 4 inch, Yellow	4541 Ft

**Maintaining Traffic:**

Traffic shall be maintained as described in the "Special Provision for Maintaining Traffic".

<u>Items of Work</u>	<u>Quantities</u>
Channelizing Device, 42 inch, Furn	190 Ea
Channelizing Device, 42 inch, Oper	190 Ea
Lighted Arrow, Type C, Furn	4 Ea
Lighted Arrow, Type C, Oper	4 Ea
Minor Traf Devices	1 LSUM
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	1440 Ft
Sign, Type B, Temp, Prismatic, Furn	1152 Sft
Sign, Type B, Temp, Prismatic, Oper	1152 Sft
Sign, Type B, Temp, Prismatic, Special, Furn	14 Sft
Sign, Type B, Temp, Prismatic, Special, Oper	14 Sft
Traf Regulator Control	1 LSUM

## GENERAL PLAN NOTES

- 1) Roadway closures may be approved by the Saginaw County Road Commission with a minimum of 3 full working days notice. All lane closures and signing details, with start and end times of closures, shall be submitted to the Saginaw County Road Commission for approval.
- 4) Contractor shall ensure a smooth transition between proposed and existing HMA at all tie-in locations.
- 5) Submittal of bids shall be considered prima facie evidence that bidders (and prospective sub-Contractors) have performed site investigations and otherwise investigated the existing surface and subsurface conditions to the bidder's satisfaction and has included all costs related to surface and subsurface conditions in the contract unit price of the contract pay items. Additional cost and time due to surface or subsurface conditions shall not be considered as a basis of claims by the Contractor for additional compensation or contract time.
- 6) It shall be the Contractor's responsibility to arrange for coordination with local service providers, such as, garbage disposal and the United States Postal Service. This arrangement and coordination may require effort, time and costs to the Contractor. The Contractor shall determine these costs and include them in the bid. Costs to the Contractor for coordination shall not be considered as a basis of claims for additional compensation or extension of contract time.
- 7) MIOSHA safety requirements shall be adhered to at all times. All work, work practice, and materials shall comply with all applicable state and federal safety, occupational, health and environmental regulations and also NFPA and ANSI codes as applicable. All work inside confined spaces such as manholes or other underground structures shall be coordinated with the utility owner and all worker safety requirements shall be strictly enforced.
- 8) Before placing any HMA, the surface of the existing pavement shall be thoroughly cleaned of all dirt and debris, as approved by the Engineer. Cleaning pavement will not be paid for separately and shall be considered to be included in the cost of the project.
- 9) Stationing and proposed offset notes are based on the created best fit alignment from an aerial photo and field measurements. Locations of existing corners are provided for reference. Exact stationing and limits shall be determined in the field during construction. Refer to the Station Reference Table for more information.
- 10) The Contractor shall provide project cleanup in accordance with the provisions of the Michigan Department of Transportation 2012 Standard Specifications for Construction Section 209. All costs shall be considered included in the project and shall not be paid for separately.

**Public Utilities:**

For the protection of underground utilities, the Contractor shall call "MISS DIG" at 811 or 1-800-482-7171 or via the web at either [elocate.missdig.org](http://elocate.missdig.org) for single address or [rte.missdig.org](http://rte.missdig.org), a minimum of three (3) working days excluding weekends and holidays prior to excavating in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the Contractor from the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.

The following public utilities have facility located within the Right-of-Way:

**AT&T**

Telephone & Fiber Optic  
309 South Washington Avenue  
Saginaw, MI 48607  
989-776-4047  
Mr. John Cary

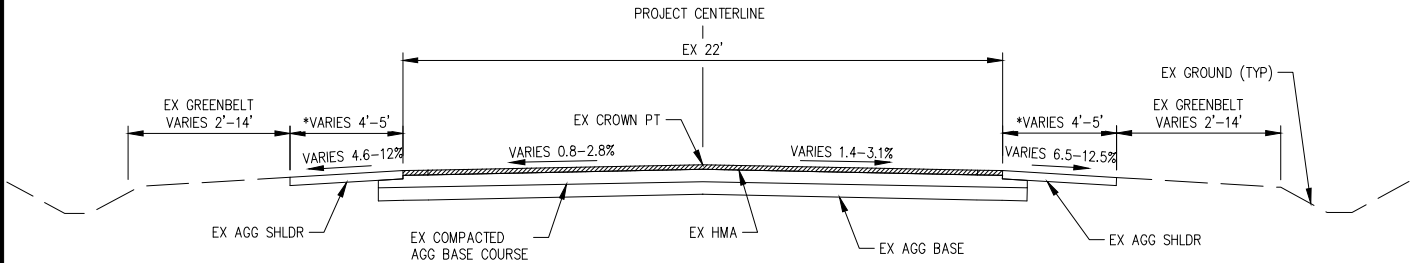
**Consumers Energy**

Electric  
2400 Weiss Street  
Saginaw, MI 48602  
989-791-5353  
Mr. Greg Squanda

**Saginaw County**

Department of Public Works  
111 S Michigan Avenue  
Saginaw, MI 48602  
989-790-5258  
Mr. Brian Wendling

Public utility information is delineated in accordance with locations marked in the field during construction. The Contractor shall be responsible for verification of existing underground utilities, as needed. All Public Utilities shall be protected and supported by the Contractor at his own expense.

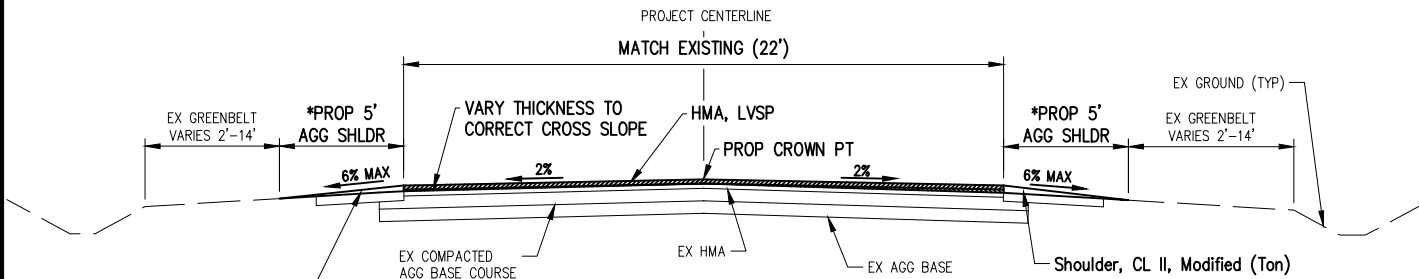


**FERGUS ROAD - EXISTING TYPICAL CROSS SECTION**

POB STA 42+40 to POE STA 173+56

\*SHOULDER VARIES BETWEEN 4.5' TO 6' FROM SHARON RD TO POE (STA 164+69 TO 173+56)

NOTE:  
AREA OUTSIDE OF ROADWAY EXTENDS TO DITCH SECTION OR FLATTENS OUT



**FERGUS ROAD - PROPOSED TYPICAL CROSS SECTION**

POB STA 42+40 to POE STA 173+56

\*PROPOSED SHOULDER IS 5' FROM POB STA 42+40 TO STA 164+69  
PROPOSED SHOULDER IS 6' FROM STA 164+69 TO POE STA 173+56

NOTE:  
AREA OUTSIDE OF ROADWAY EXTENDS TO DITCH SECTION OR FLATTENS OUT

**HMA APPLICATION ESTIMATE**

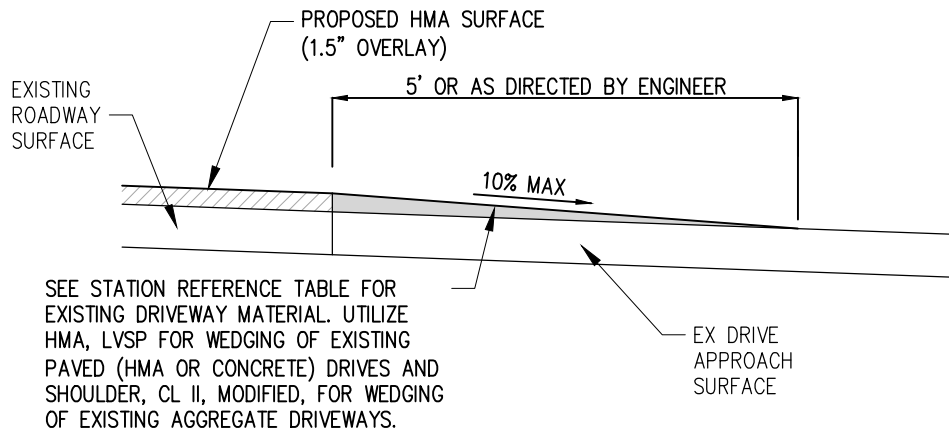
IDENT NO.	HMA ITEM	RATE OF APPLICATION	PERFORMANCE GRADE	REMARKS
LVSP	HMA, LVSP	165 #/SYD	58-28	TOP COURSE (MIN. AWM = 220), VARY THICKNESS OF TOP COURSE TO CORRECT CROSS SLOPE, AS NEEDED.

\*HMA BOND COAT SHALL BE APPLIED AT A RATE OF 0.05 TO 0.15 GAL/SYD FOR TACK COAT AS DIRECTED BY THE ENGINEER, COST INCLUDED IN HMA PAY ITEMS

**ROWE PROFESSIONAL SERVICES COMPANY**  
 The ROWE Building  
 540 S. Saginaw St., Ste. 200; P. O. Box 3748  
 Flint, MI 48902  
 Ct: (810) 341-7500  
 Ft: (810) 341-7573  
 www.rowespec.com

PREPARED FOR:  
**SAGINAW COUNTY ROAD COMMISSION**  
 FERGUS ROAD REHABILITATION  
 TYPICALS

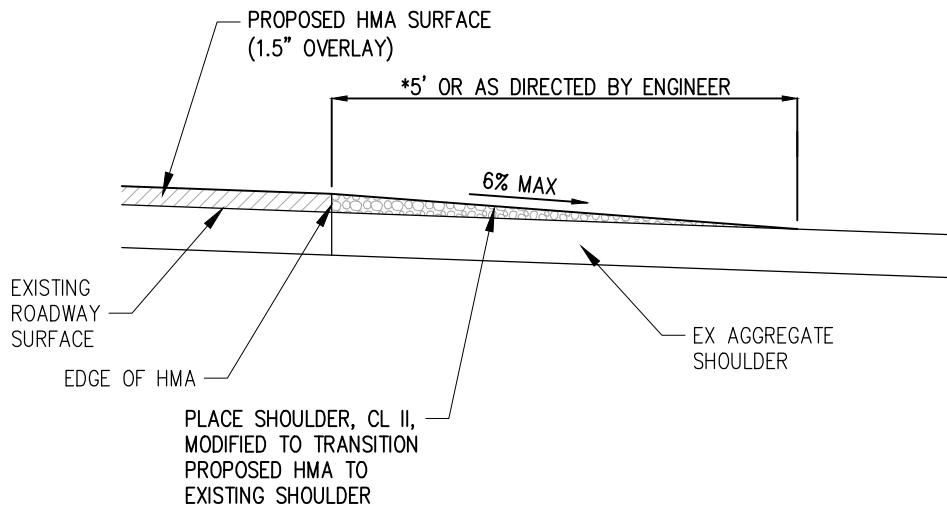
PLAN NO. 15C0069  
 DATE: JUNE 2016  
 PROJECT MGR: JLW  
 REVIEWER: ENJ  
 SCALE: NO. SCALE SHEET NO: 7



**TYPICAL DRIVE APPROACH CROSS-SECTION**

NOT TO SCALE

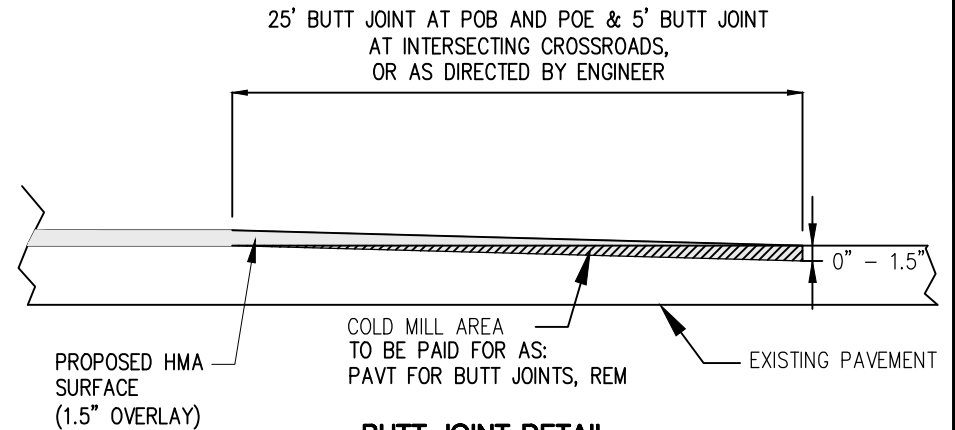
(TO BE CONSTRUCTED AT EXISTING DRIVEWAYS WITHIN HMA OVERLAY LIMITS TO PROVIDE A SMOOTH TRANSITION TO MATCH INTO EXISTING DRIVEWAY.)



**TYPICAL SHOULDER TRANSITION CROSS-SECTION**

NOT TO SCALE

\*6' OR AS DIRECTED BY ENGINEER FROM STA 164+69 TO POE STA 173+56



**BUTT JOINT DETAIL**

NOT TO SCALE

(TO BE CONSTRUCTED AT EXISTING TIE-IN POINTS WITHIN THE HMA OVERLAY SECTION TO PROVIDE A SMOOTH TRANSITION TO MATCH INTO EXISTING ROADWAY.)

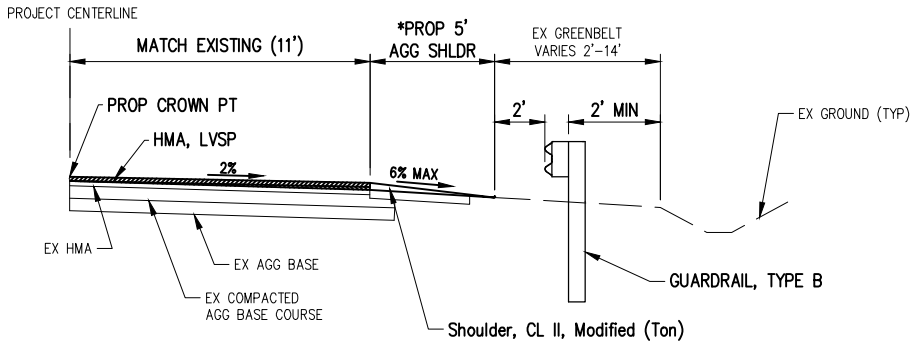
**ROWE PROFESSIONAL SERVICES COMPANY**

The ROWE Building  
540 S. Saginaw St., Sta. 200; P.O. Box 3748  
Flint, MI 48902

O: (810) 341-7500  
F: (810) 341-7573  
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PREPARED FOR:  
**SAGINAW COUNTY ROAD COMMISSION**  
FERGUS ROAD REHABILITATION  
DETAILS

PLAN NO.	15C0069
DATE:	JUNE 2016
PROJECT MGR:	JLW
REVIEWER:	ENJ
SCALE:	NO SCALE
SHEET NO.:	8

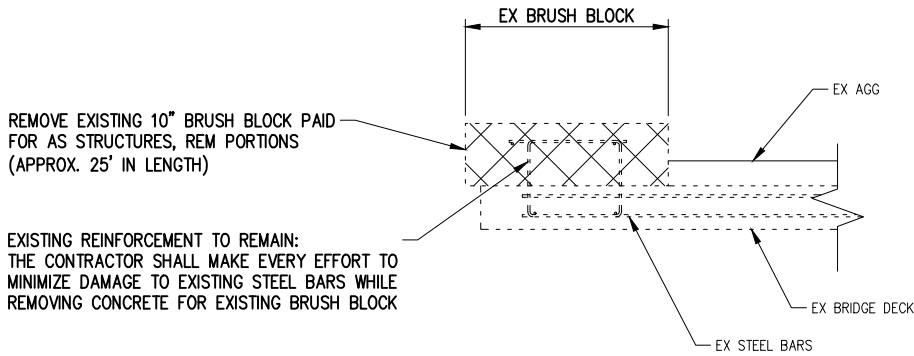


**FERGUS ROAD - PROPOSED GUARDRAIL DETAIL**

TO APPLY:  
AS SHOWN ON PLANS

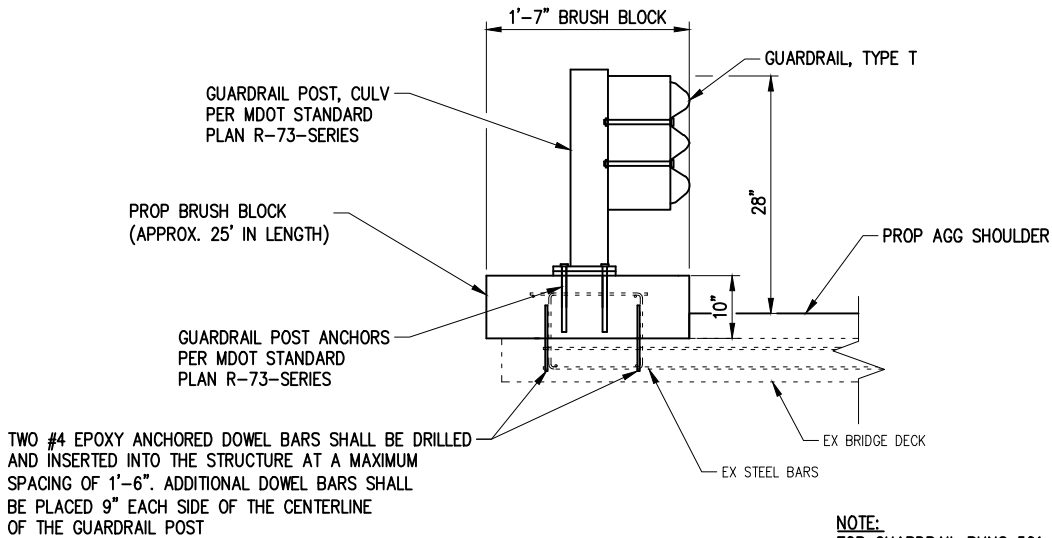
**NOTE:**

FOR GUARDRAIL RUNS 501 AND 502, 8' POSTS SHALL BE USED TO PLACE THE GUARDRAIL WITHIN 2' OF THE HINGE. EXCLUDING TERMINALS



**BRUSH BLOCK REMOVAL DETAIL**

TO APPLY:  
EACH END OF THE CARR ROAD STRUCTURE



**GUARDRAIL POST, CULV DETAIL**

TO APPLY:  
EACH END OF THE CARR ROAD STRUCTURE

**NOTE:**

FOR GUARDRAIL RUNS 501 AND 502, USE ASYMMETRICAL THRIE BEAM TRANSITIONS TO MAINTAIN GUARDRAIL HEIGHT THROUGH THRIE SECTION

**ROWE PROFESSIONAL SERVICES COMPANY**  
 The ROWE Building  
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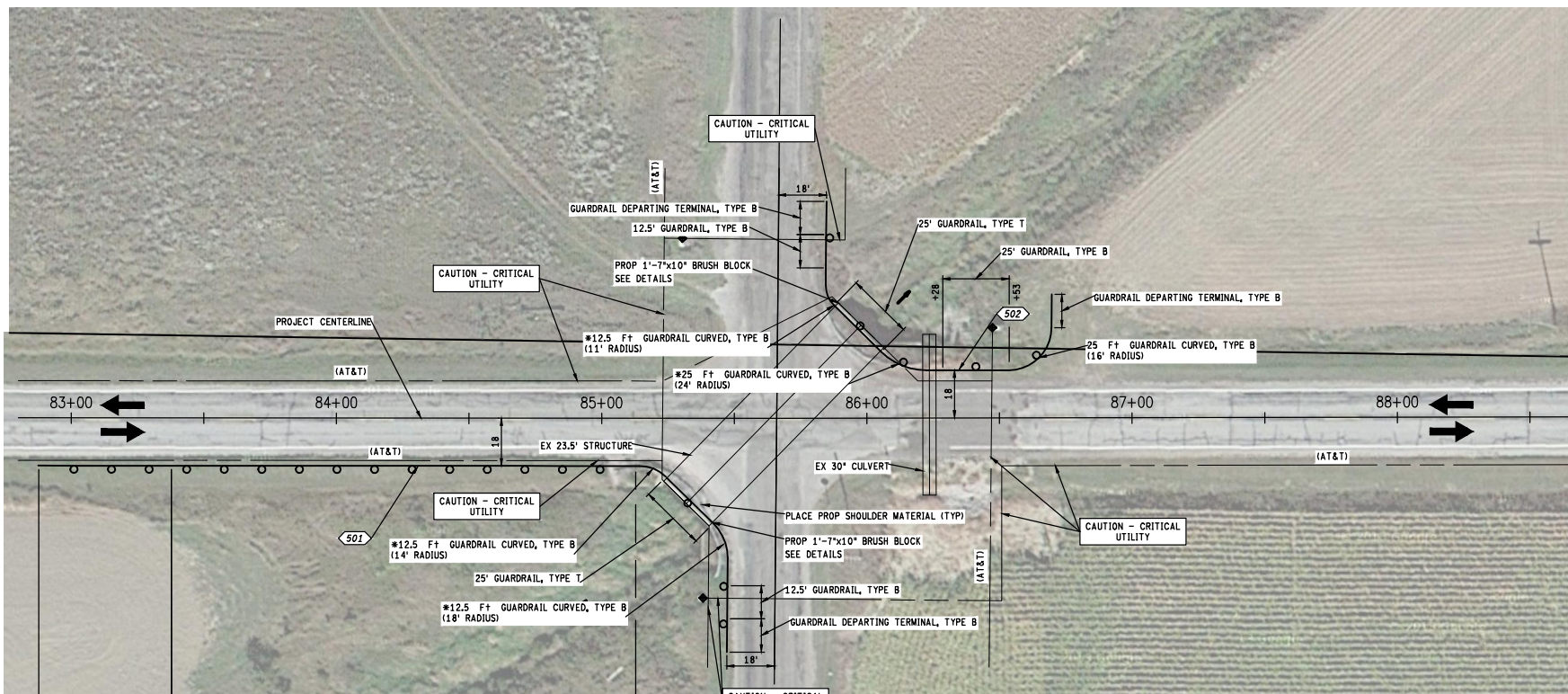
PREPARED FOR:  
**SAGINAW COUNTY ROAD COMMISSION**  
 FERGUS ROAD REHABILITATION  
 GUARDRAIL DETAIL

PLAN NO. 15C0069  
 DATE: JUNE 2016  
 PROJECT MGR: JLW  
 REVIEWER: ENJ  
 SCALE: NO SCALE SHEET NO: 9

CARR ROAD

PICKEREL CREEK

N



FERGUS ROAD

FERGUS ROAD

PICKEREL CREEK

CARR ROAD

NOTE: FOR GUARDRAIL RUNS 801 AND 802, 8' POSTS SHALL BE USED TO PLACE THE GUARDRAIL WITHIN 2' OF THE HINGE. EXCLUDING TERMINALS

SHOP BENT CURVED GUARDRAIL ELEMENTS SHALL NOT BE ORDERED UNTIL THE RADIUS HAS BEEN FIELD VERIFIED BY THE ENGINEER.

INSTALL GUARDRAIL POSTS CONNECTED TO THE BRUSH BLOCK PER MDOT STANDARD PLAN R-73-SERIES.

\*INCLUDES ASYMMETRICAL THRIE BEAM TRANSITION SEE DETAIL



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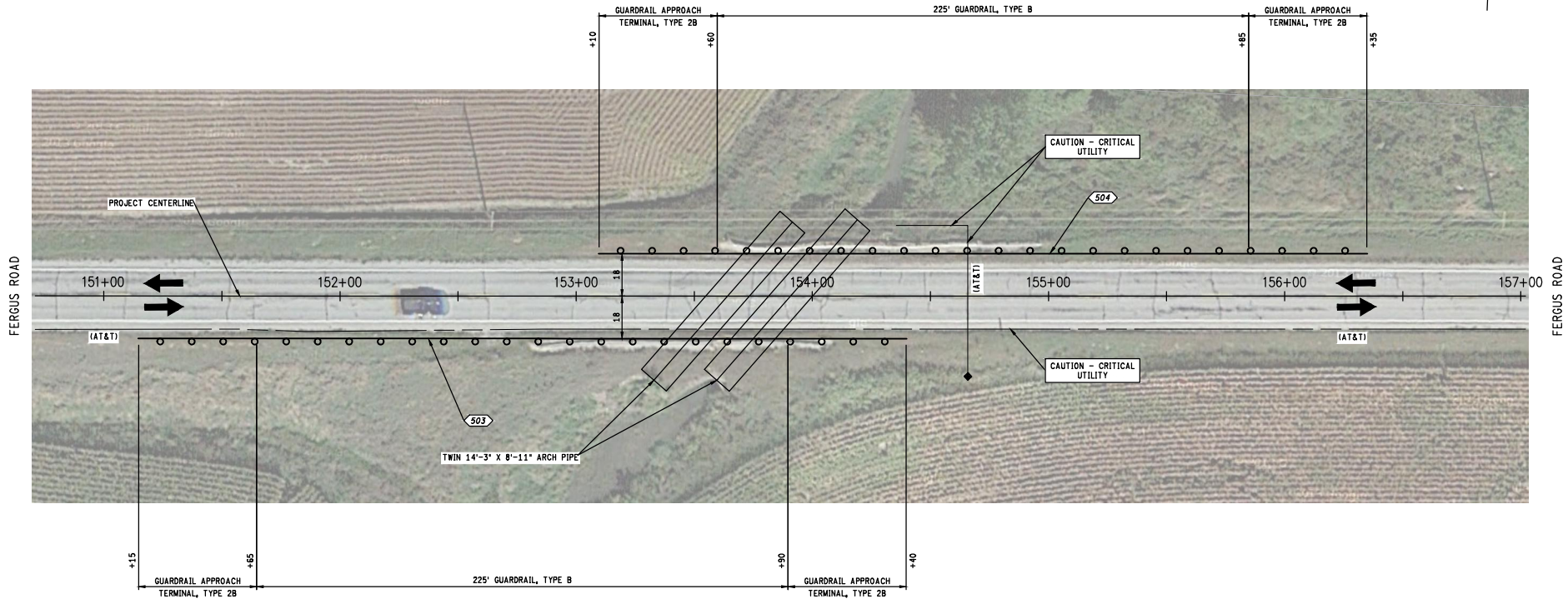
O: (810) 341-7500  
F: (810) 341-7573  
www.rowepsc.com

PREPARED FOR:  
**SAGINAW COUNTY ROAD COMMISSION**  
FERGUS ROAD REHABILITATION  
DETAILS

PLAN NO. 15C0069  
DATE: JUNE 2016  
PROJECT MGR: JLW  
REVIEWER: ENJ  
SCALE: NO SCALE SHEET NO: 10



CARSON DRAIN



CARSON DRAIN

NOTE: THE CONTRACTOR SHALL VERIFY THE CULVERT DEPTHS PRIOR TO DRIVING POSTS. EXISTING CULVERTS HAVE APPROXIMATELY 4' OF COVER.



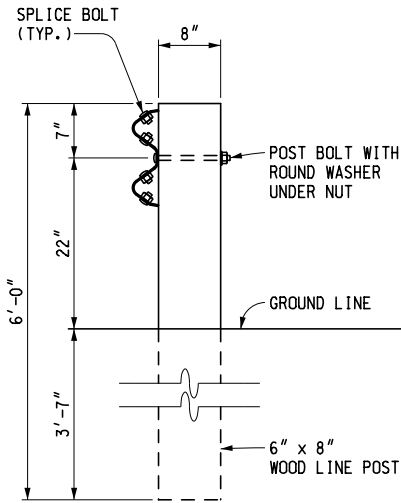
The ROWE Building  
 340 S. Saginaw St., Ste. 200, P. O. Box 3748  
 Flint, MI 48502

☎ (810) 341-7500  
 ☎ (810) 341-7573  
 www.rowepsc.com

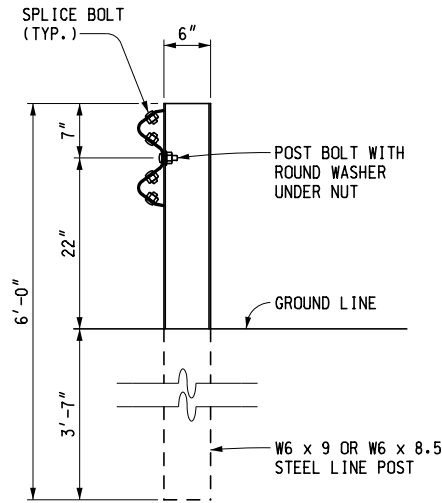
PREPARED FOR:  
**SAGINAW COUNTY ROAD COMMISSION**  
 FERGUS ROAD REHABILITATION  
 GUARDRAIL DETAIL

PLAN NO. 15C0069  
 DATE: JUNE 2016  
 PROJECT MGR: JLW  
 REVIEWER: ENJ  
 SCALE: NO SCALE SHEET NO: 11

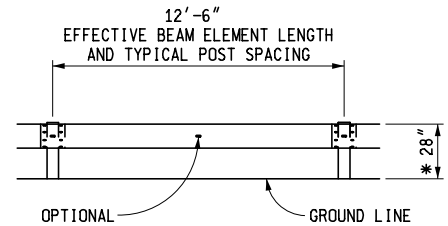
Station Reference Table			
	CENTER STA	L/R	MATERIAL
POB - GRAHAM RD (M-52)	42+40	-	HMA
FIELD ENTRY	46+90	R	GRAVEL
MONUMENT	59+95	-	-
DRIVE	69+09	L	GRAVEL
DRIVE	72+00	L	GRAVEL
DRIVE	72+44	R	GRAVEL
DRIVE	74+10	R	GRAVEL
DRIVE	74+32	L	HMA
DRIVE	76+29	L	HMA
DRIVE	77+11	L	GRAVEL
CARR RD	85+66	L/R	HMA
MONUMENT	85+66	-	-
DRIVE	92+37	R	GRAVEL
DRIVE	95+25	L	GRAVEL
DRIVE	102+58	L	GRAVEL
DRIVE	106+89	R	GRAVEL
DRIVE	107+00	L	GRAVEL
DRIVE	108+24	R	GRAVEL
DRIVE	110+79	R	GRAVEL
MCKEIGHAN RD	112+75	L/R	HMA
MONUMENT	112+75	-	-
DRIVE	125+34	L	GRAVEL
DRIVE	126+30	L	GRAVEL
DRIVE	127+68	L	GRAVEL
DRIVE	128+08	L	GRAVEL
DRIVE	145+37	L	GRAVEL
DRIVE	159+61	L	GRAVEL
FIELD ENTRY	159+77	R	GRAVEL
DRIVE	161+31	L	GRAVEL
SHARON RD	164+69	L/R	HMA
MONUMENT	164+69	-	-
FIELD ENTRY	169+71	L	GRAVEL
POE	173+56	-	-



WOOD POST

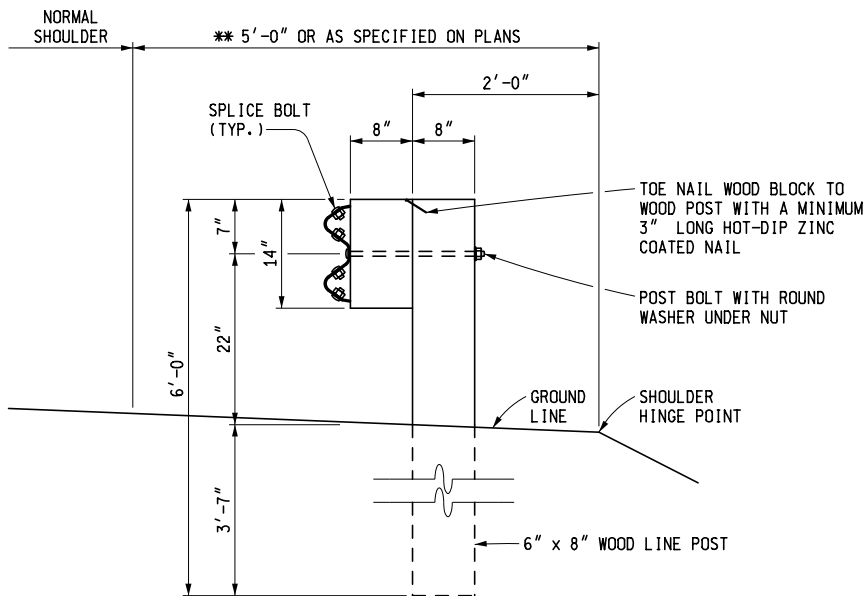


STEEL POST

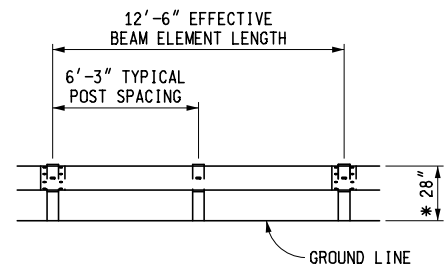


ELEVATION SHOWING POST SPACING  
\* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

GUARDRAIL, TYPE A



\*\* FOR PAVED SHOULDER WIDTHS OF AT LEAST 12', USE 3'-0".



ELEVATION SHOWING POST SPACING  
\* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

GUARDRAIL, TYPE B  
( WOOD POST )



PREPARED BY  
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR  
Kirk T. Stuedle

APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_ 203  
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

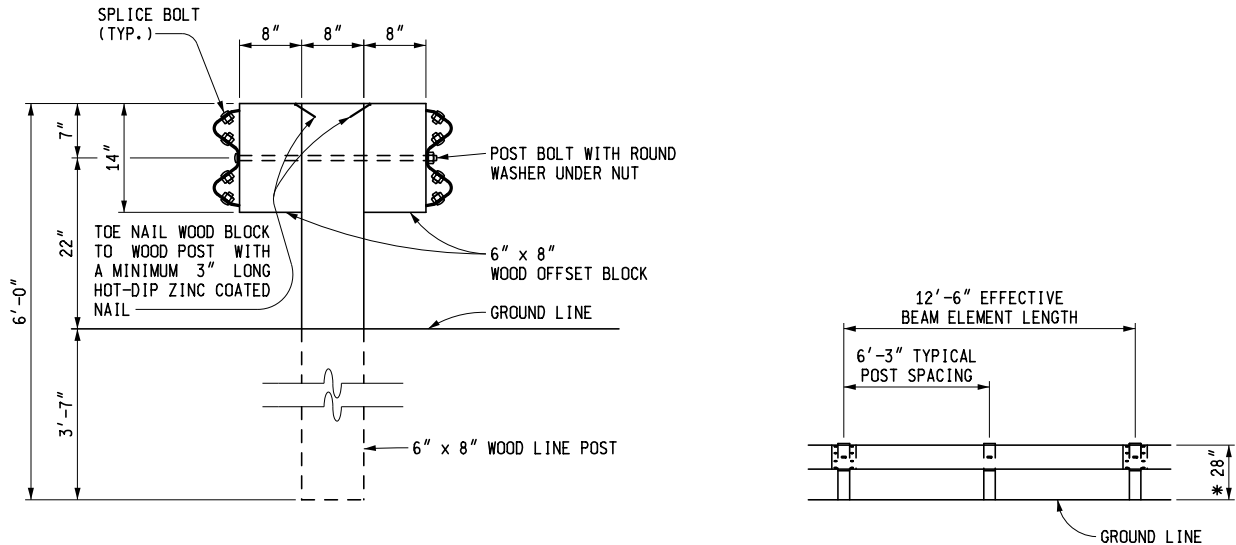
GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D

F.H.W.A. APPROVAL

4-22-2016  
PLAN DATE

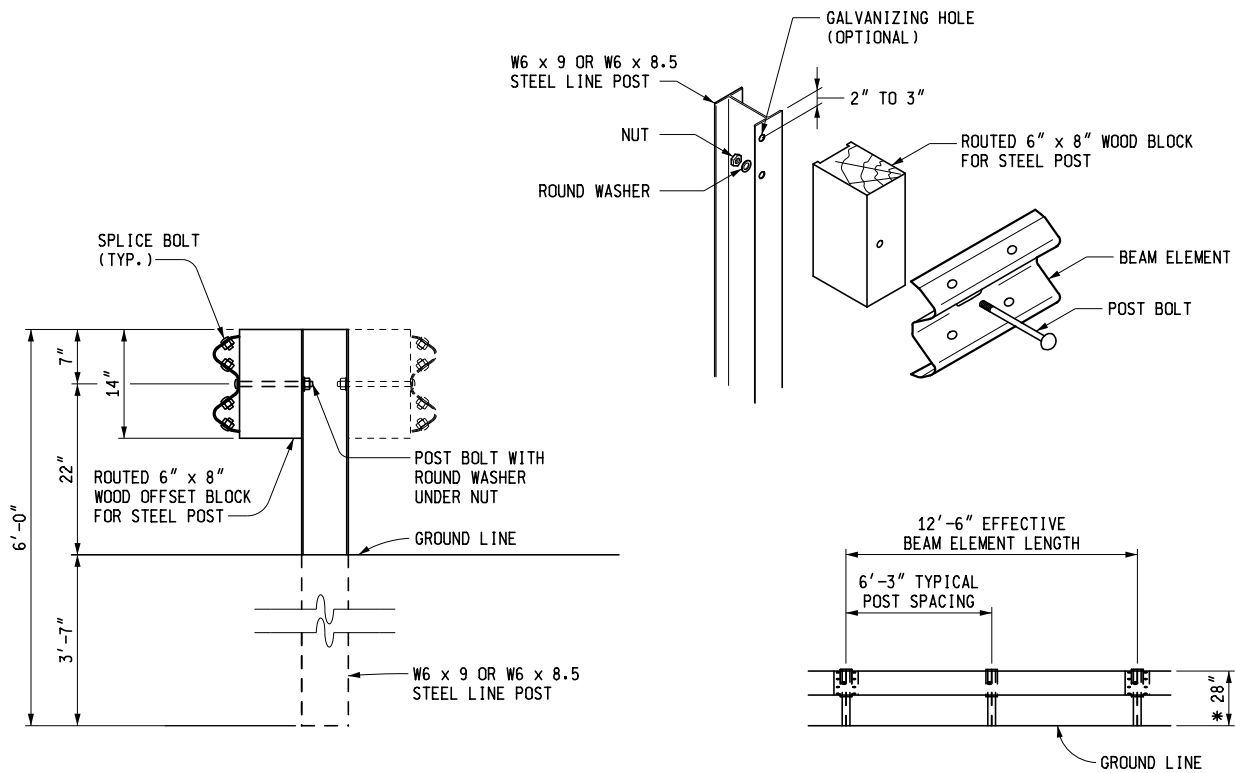
R-60-J

SHEET  
1 OF 16



ELEVATION SHOWING POST SPACING  
 \* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

GUARDRAIL, TYPE BD  
 ( WOOD POST )

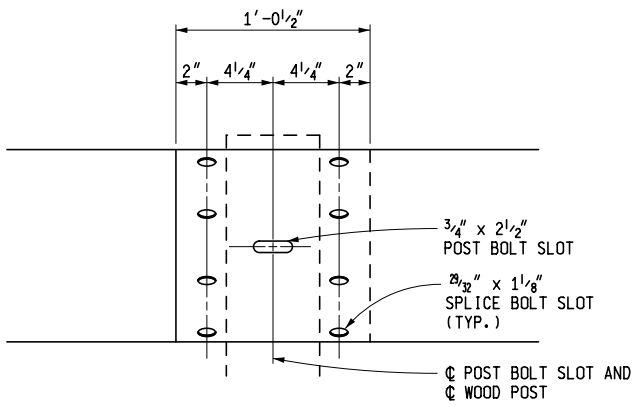


ELEVATION SHOWING POST SPACING  
 \* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

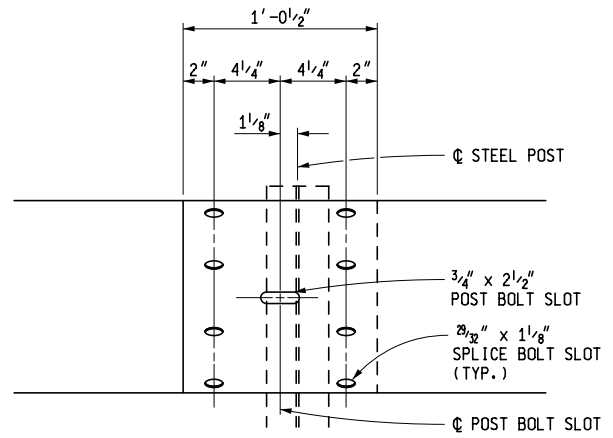
GUARDRAIL, TYPE B (OR BD)  
 ( STEEL POST )

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL,  
 TYPES A, B, BD, T, TD,  
 MGS-8, & MGS-8D

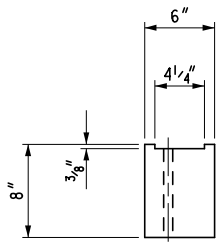


WOOD POST

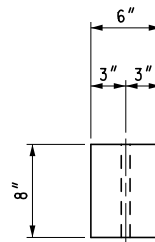


STEEL POST

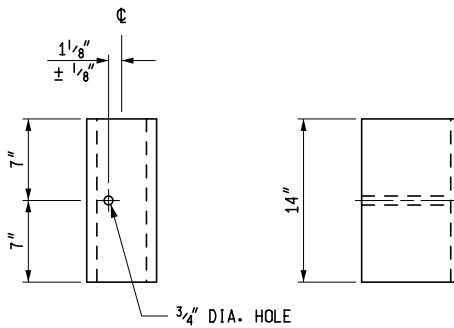
BEAM ELEMENT SPLICE DETAILS



TOP



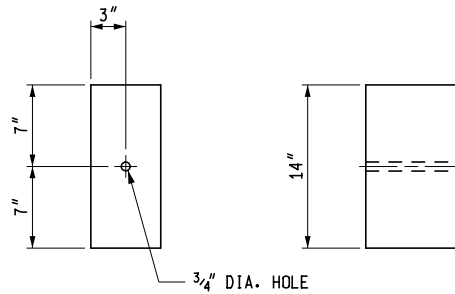
TOP



FRONT

SIDE

FOR USE ON STEEL POSTS



FRONT

SIDE

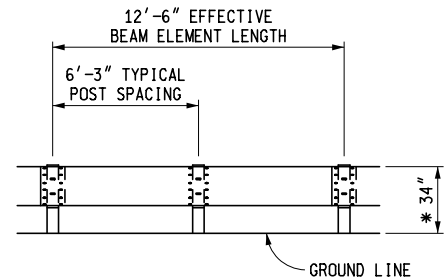
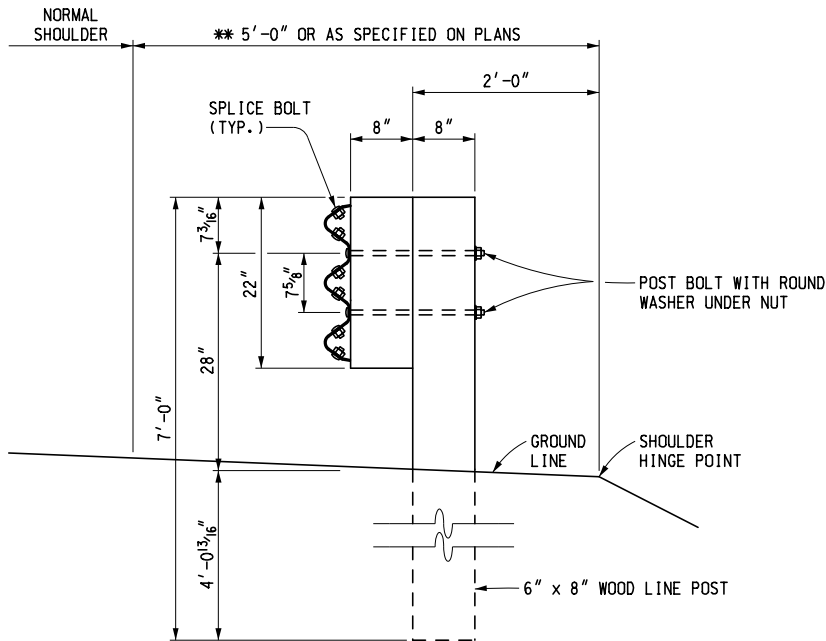
FOR USE ON WOOD POSTS

(SEE NOTES ON SHEET 16 OF 16)

WOOD OFFSET BLOCKS FOR GUARDRAIL, TYPE B AND TYPE BD

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

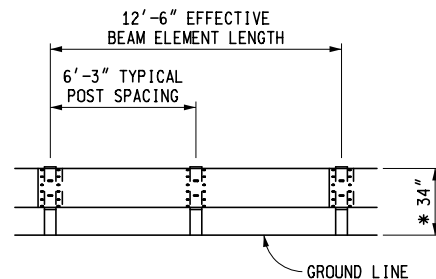
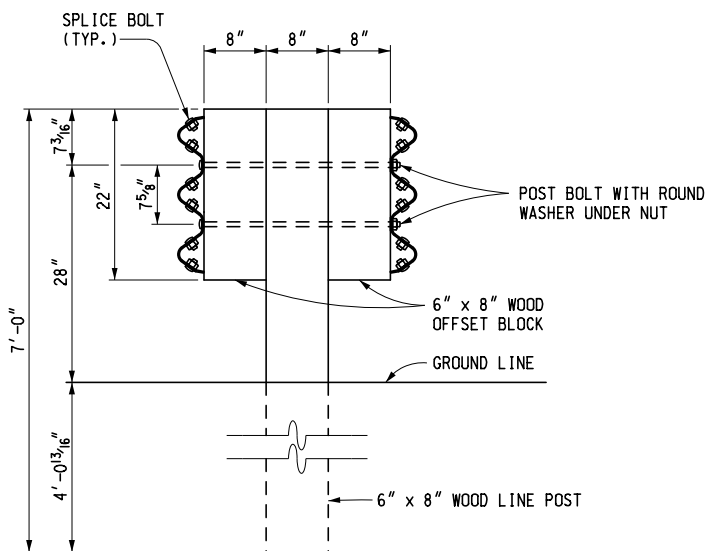
**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**



**ELEVATION SHOWING POST SPACING**  
\* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

\*\* FOR PAVED SHOULDER WIDTHS OF AT LEAST 12', USE 3'-0".

**GUARDRAIL, TYPE T**  
**( WOOD POST )**

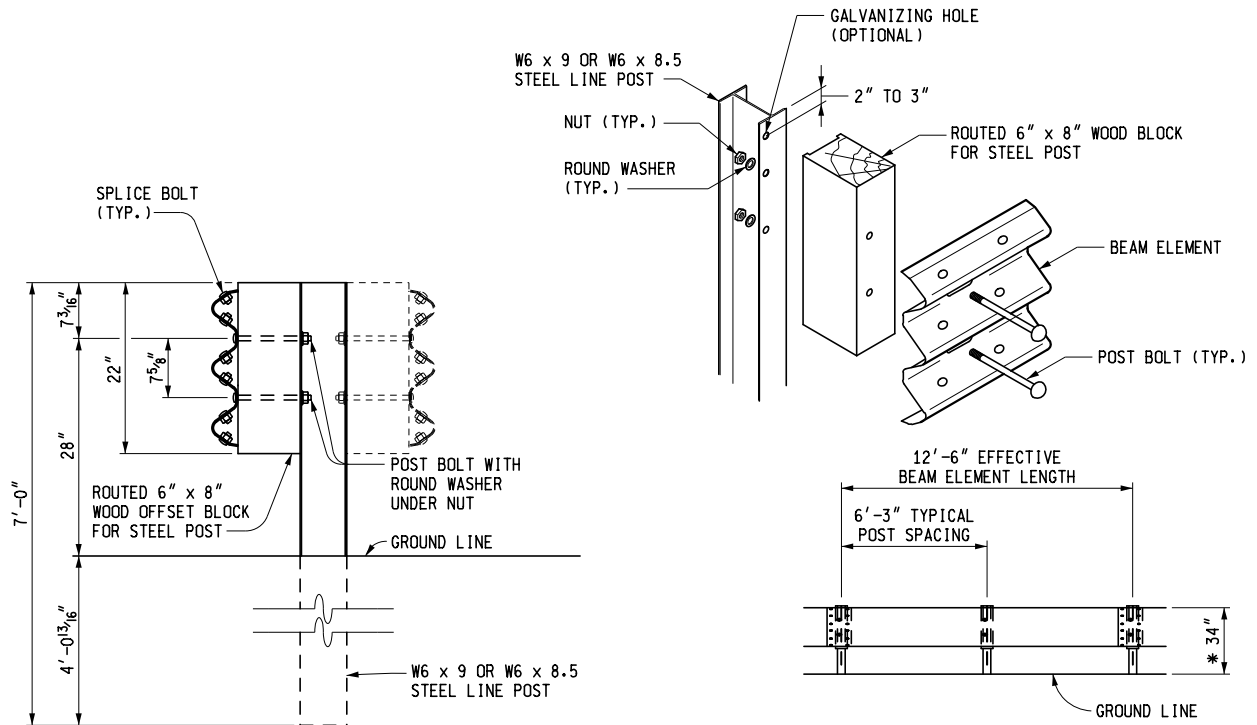


**ELEVATION SHOWING POST SPACING**  
\* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

**GUARDRAIL, TYPE TD**  
**( WOOD POST )**

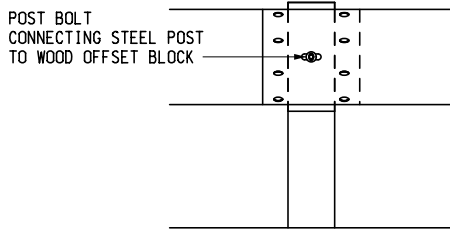
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL,**  
**TYPES A, B, BD, T, TD,**  
**MGS-8, & MGS-8D**

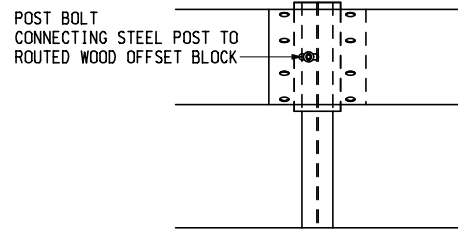


ELEVATION SHOWING POST SPACING  
 \* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

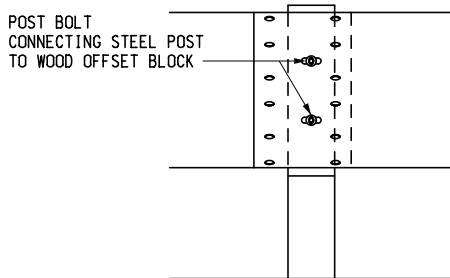
GUARDRAIL, TYPE T OR TD  
 (STEEL POST)



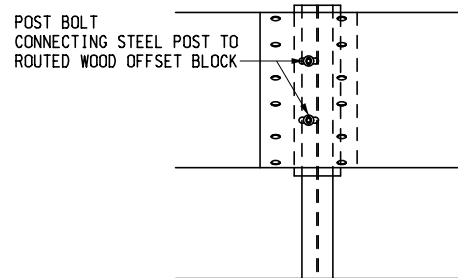
GUARDRAIL, TYPE B  
 WOOD POST



GUARDRAIL, TYPE B  
 STEEL POST



GUARDRAIL, TYPE T  
 WOOD POST

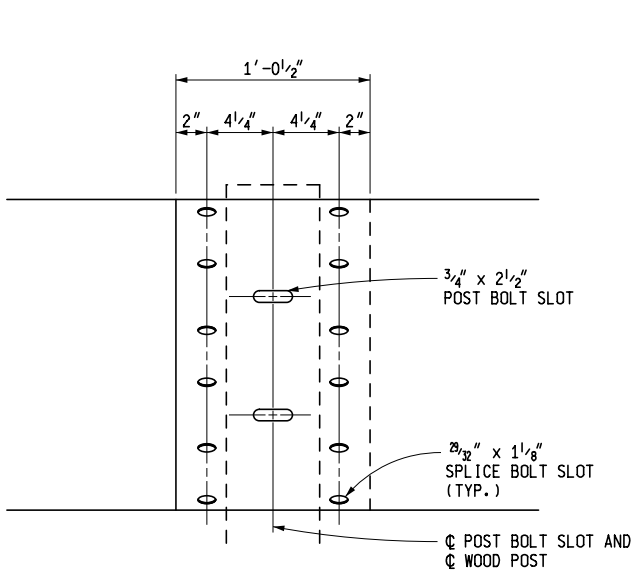


GUARDRAIL, TYPE T  
 STEEL POST

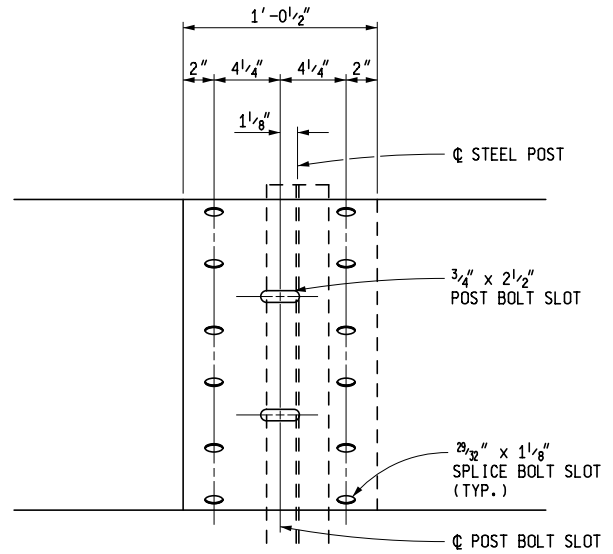
BLOCK AND POST CONNECTION DETAILS

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL,  
 TYPES A, B, BD, T, TD,  
 MGS-8, & MGS-8D

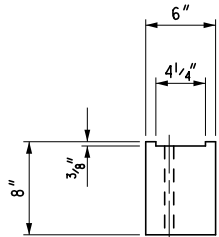


WOOD POST

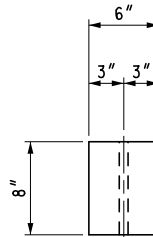


STEEL POST

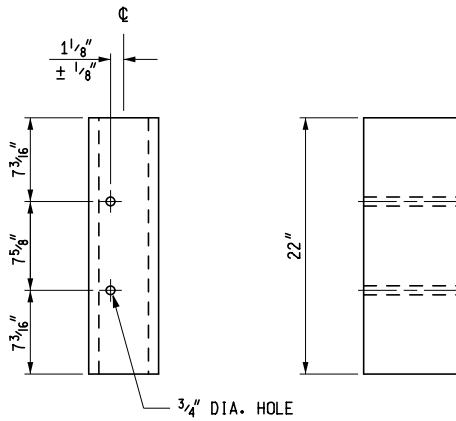
THREE BEAM ELEMENT SPLICE DETAILS



TOP



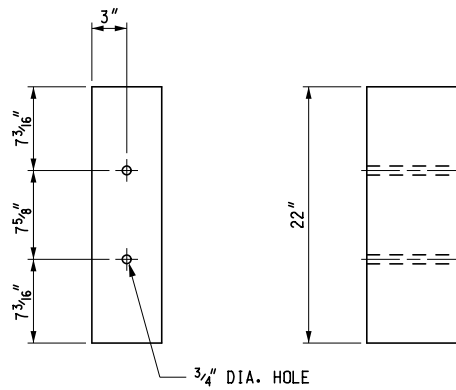
TOP



FRONT

SIDE

FOR USE ON STEEL POSTS



FRONT

SIDE

FOR USE ON WOOD POSTS

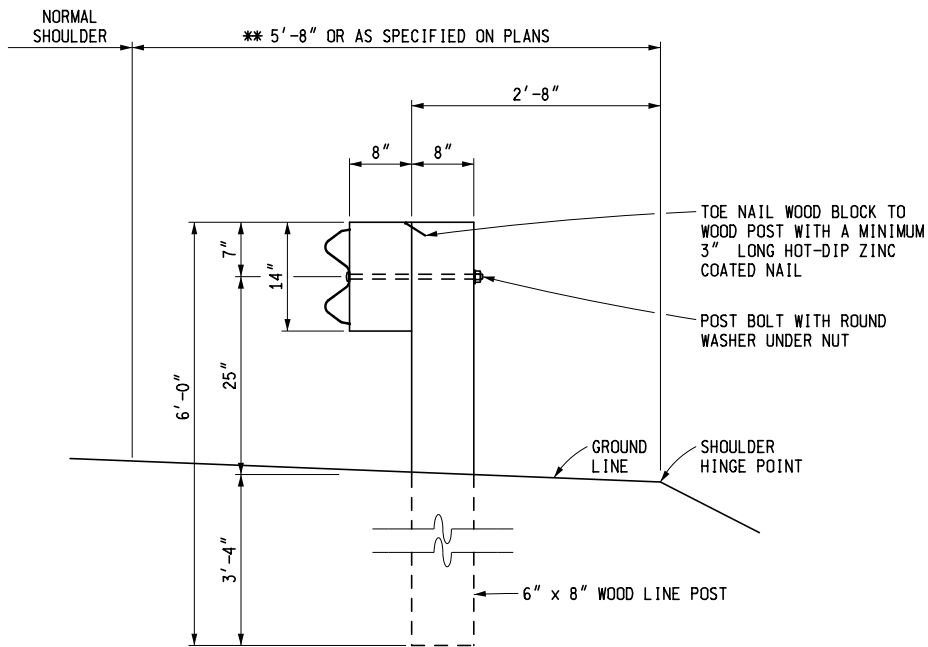
(SEE NOTES ON SHEET 16 OF 16)

WOOD OFFSET BLOCKS FOR GUARDRAIL, TYPE T AND TYPE TD

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

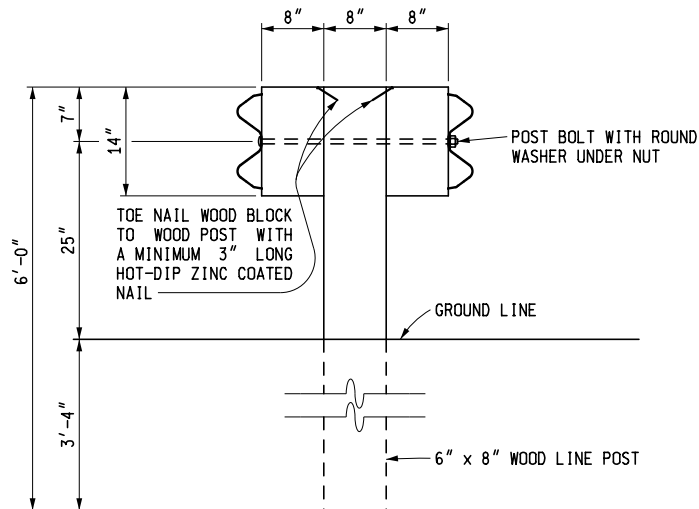
**GUARDRAIL,**  
**TYPES A, B, BD, T, TD,**  
**MGS-8, & MGS-8D**





\*\* FOR PAVED SHOULDER WIDTHS OF AT LEAST 12', USE 3'-8".

GUARDRAIL, TYPE MGS-8  
( WOOD POST )

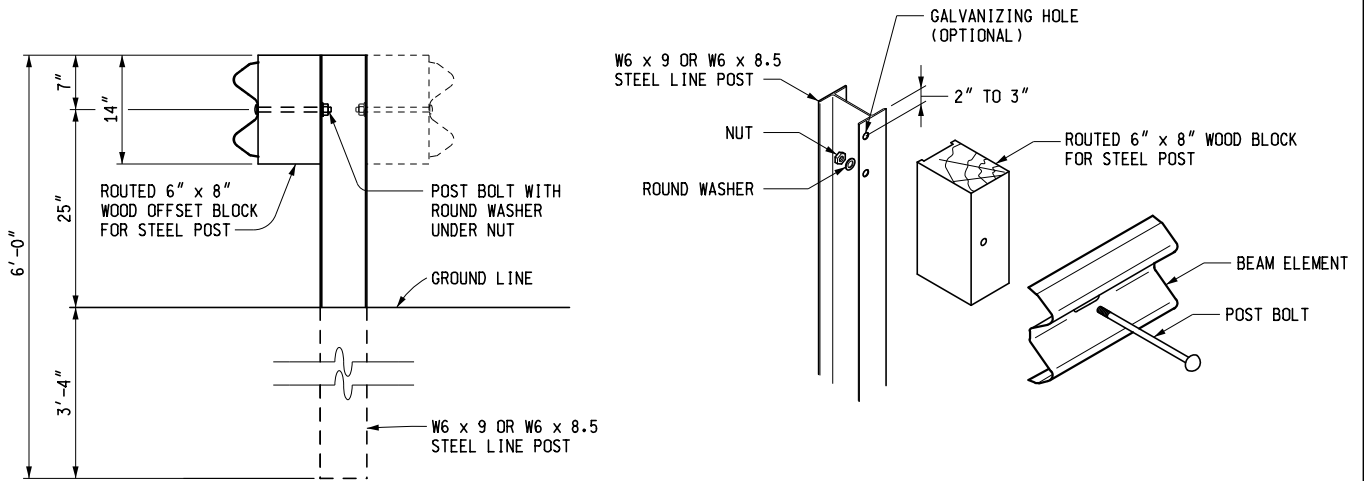


\*\* FOR PAVED SHOULDER WIDTHS OF AT LEAST 12', USE 3'-0".

GUARDRAIL, TYPE MGS-8D  
( WOOD POST )

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D

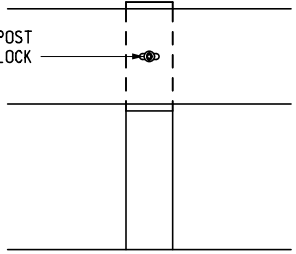


GUARDRAIL, TYPE MGS-8 (OR MGS-8D)  
( STEEL POST )

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

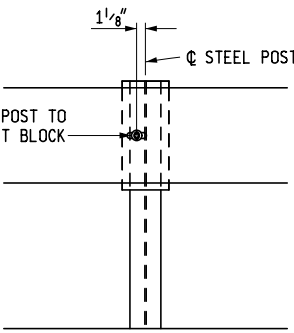
**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**

POST BOLT  
CONNECTING WOOD POST  
TO WOOD OFFSET BLOCK



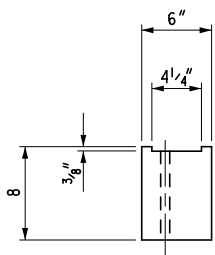
WOOD POST

POST BOLT  
CONNECTING STEEL POST TO  
ROUTED WOOD OFFSET BLOCK

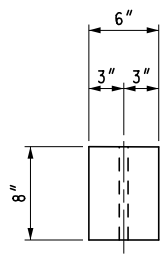


STEEL POST

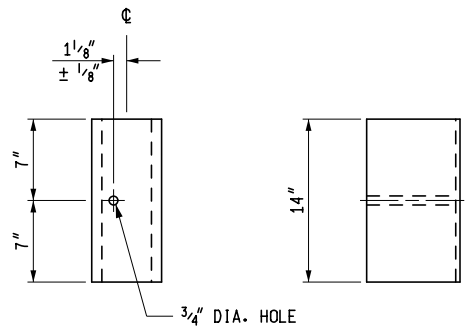
BLOCK AND POST CONNECTION DETAILS



TOP



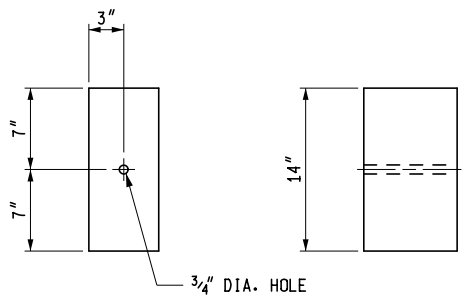
TOP



FRONT

SIDE

FOR USE ON STEEL POSTS



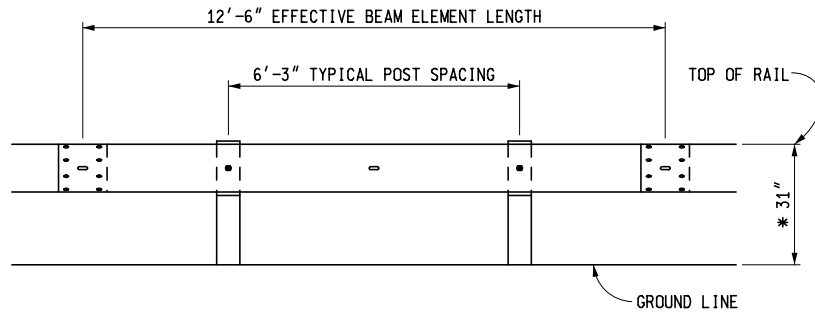
FRONT

SIDE

FOR USE ON WOOD POSTS  
(SEE NOTES ON SHEET 16 OF 16)

WOOD OFFSET BLOCKS FOR GUARDRAIL, TYPE MGS-8 AND TYPE MGS-8D

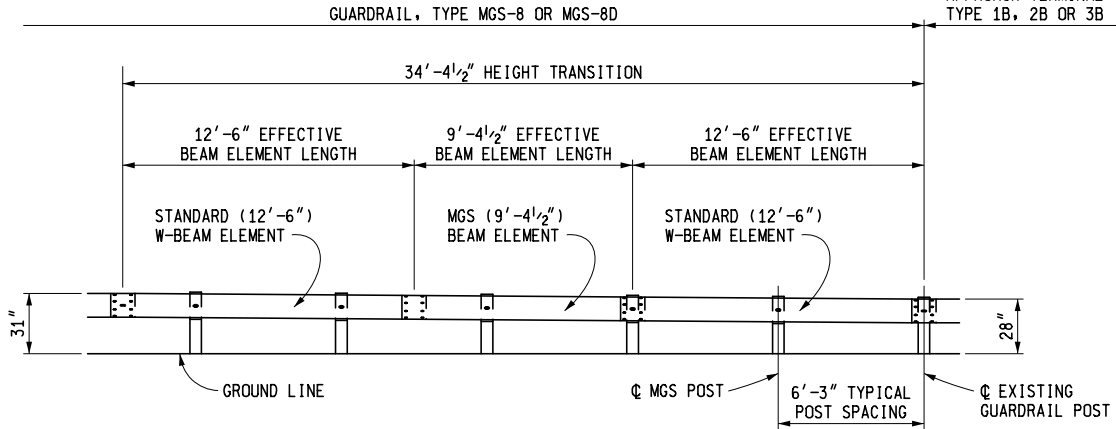
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL,**  
**TYPES A, B, BD, T, TD,**  
**MGS-8, & MGS-8D**



ELEVATION SHOWING POST SPACING FOR  
GUARDRAIL, TYPE MGS-8 OR MGS-8D

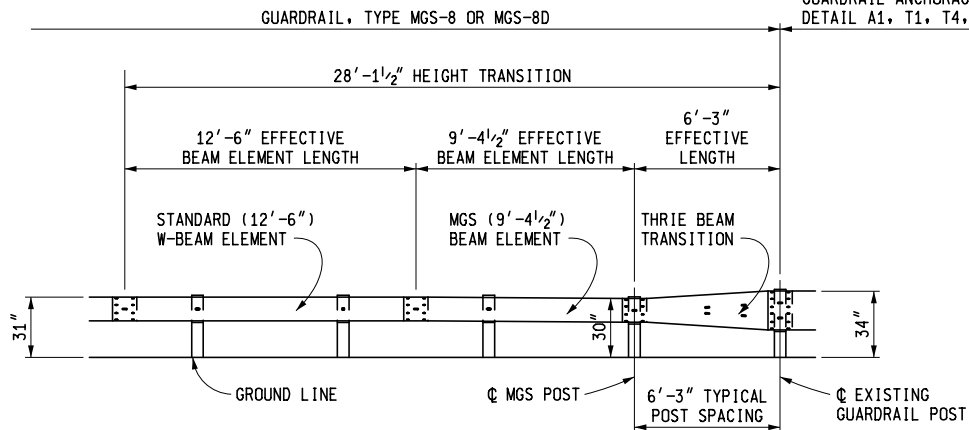
\* SEE NOTES FOR GUARDRAIL IN CONJUNCTION WITH CURB

GUARDRAIL, TYPE B  
GUARDRAIL, TYPE BD  
OR GUARDRAIL  
APPROACH TERMINAL  
TYPE 1B, 2B OR 3B



ELEVATION SHOWING POST SPACING CONNECTING  
GUARDRAIL, TYPE MGS-8 OR MGS-8D TO  
GUARDRAIL, TYPE B, GUARDRAIL, TYPE BD, OR  
GUARDRAIL APPROACH TERMINAL TYPE 1B, 2B, OR 3B

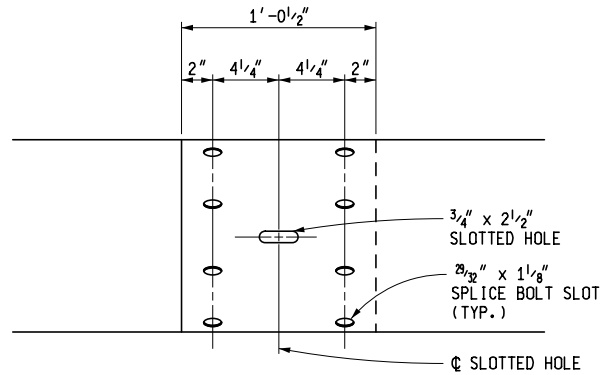
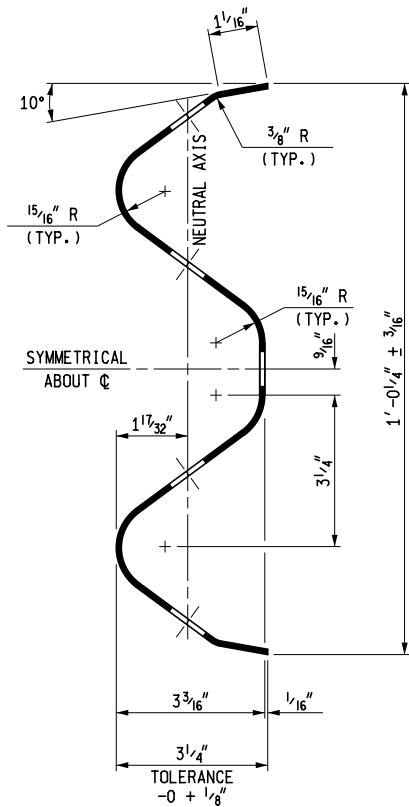
GUARDRAIL, TYPE T  
GUARDRAIL, TYPE TD  
GUARDRAIL ANCHORAGE, MEDIAN  
GUARDRAIL ANCHORAGE, BRIDGE  
DETAIL A1, T1, T4, OR T6



ELEVATION SHOWING POST SPACING CONNECTING  
GUARDRAIL, TYPE MGS-8 OR MGS-8D TO  
GUARDRAIL, TYPE T, GUARDRAIL, TYPE TD,  
GUARDRAIL ANCHORAGE, MEDIAN,  
GUARDRAIL ANCHORAGE, BRIDGE DETAIL A1, T1, T4 OR T6

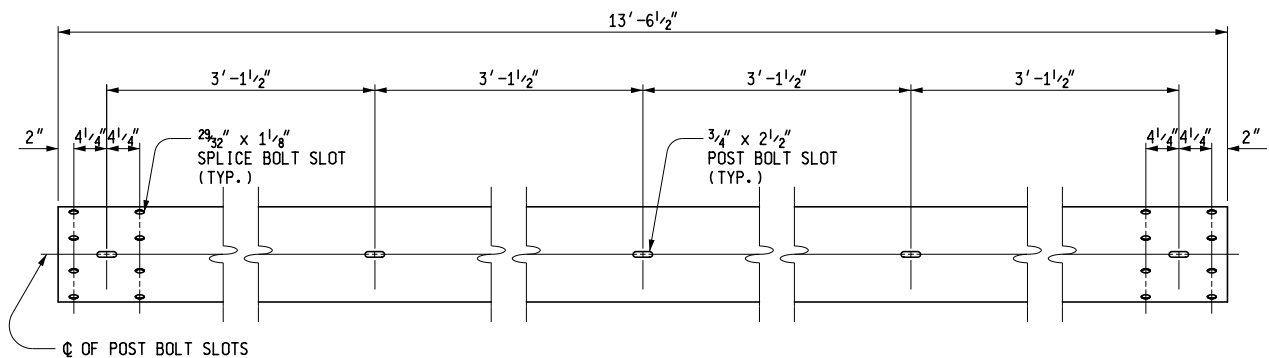
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**

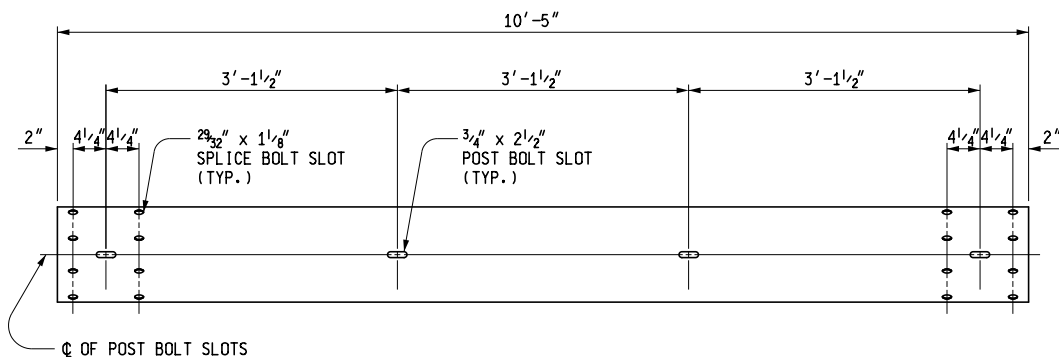


BEAM ELEMENT SPLICE DETAILS

SECTION THROUGH BEAM ELEMENT



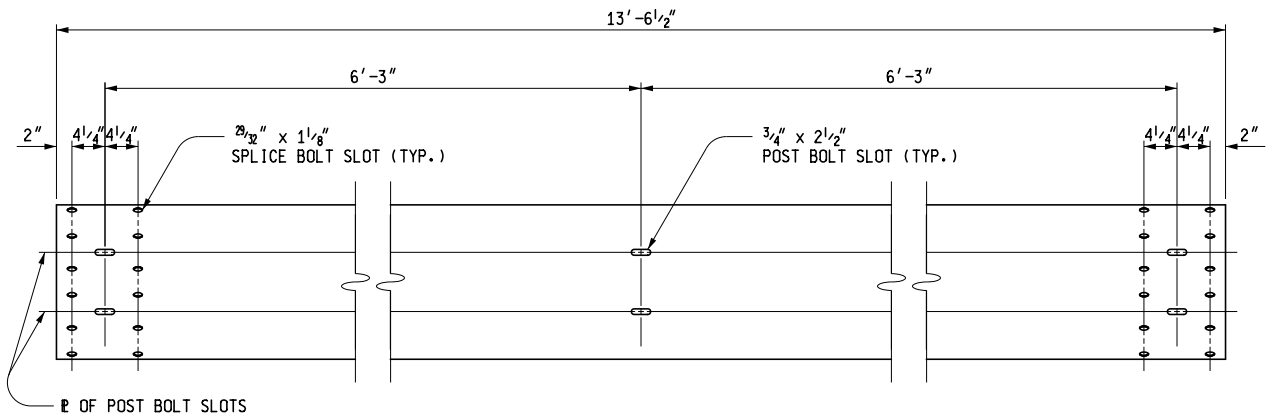
FRONT ELEVATION OF BEAM ELEMENT



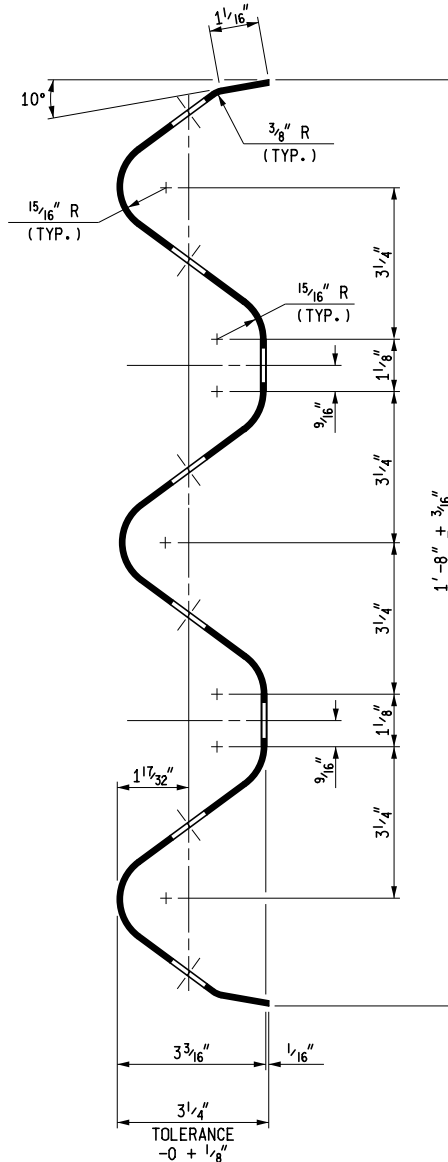
FRONT ELEVATION OF MGS (9'-4 1/2") BEAM ELEMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**

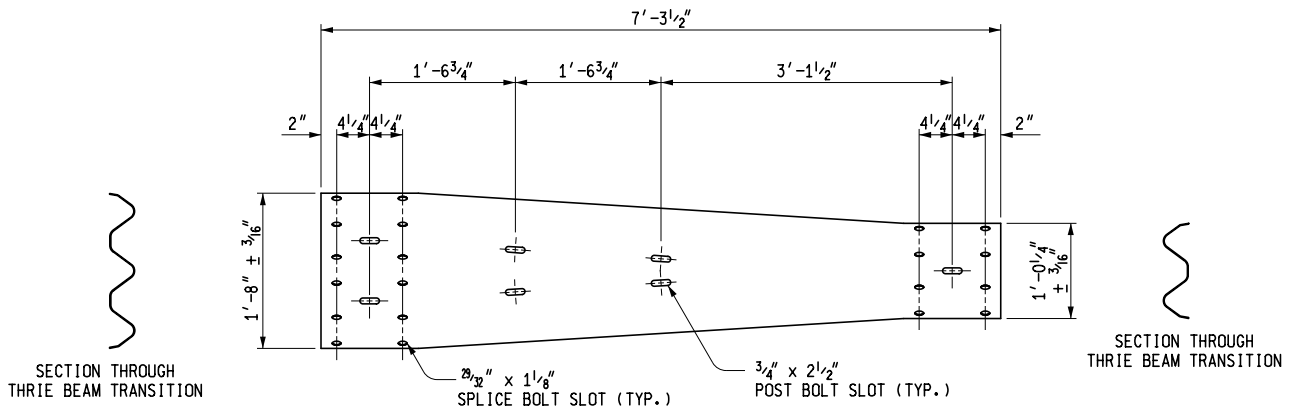


FRONT ELEVATION OF THRIE BEAM ELEMENT

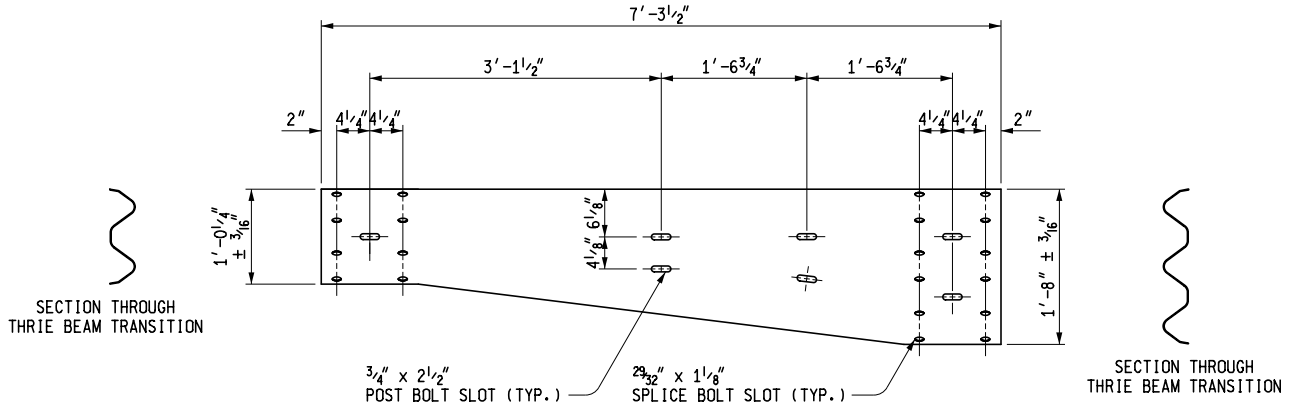
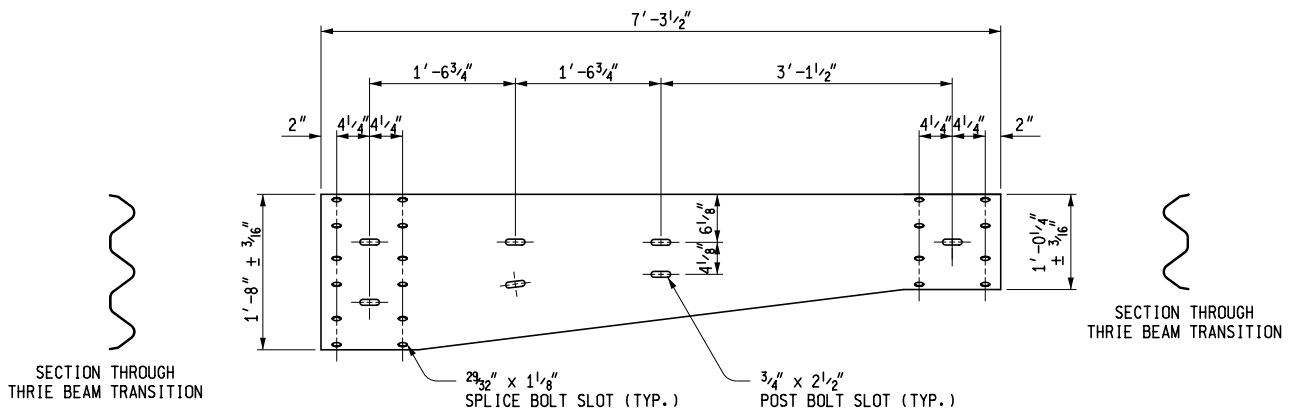


SECTION THROUGH THRIE BEAM ELEMENT  
(FOR GUARDRAIL, TYPE T AND TD)

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL,**  
**TYPES A, B, BD, T, TD,**  
**MGS-8, & MGS-8D**



THRIE BEAM TRANSITION

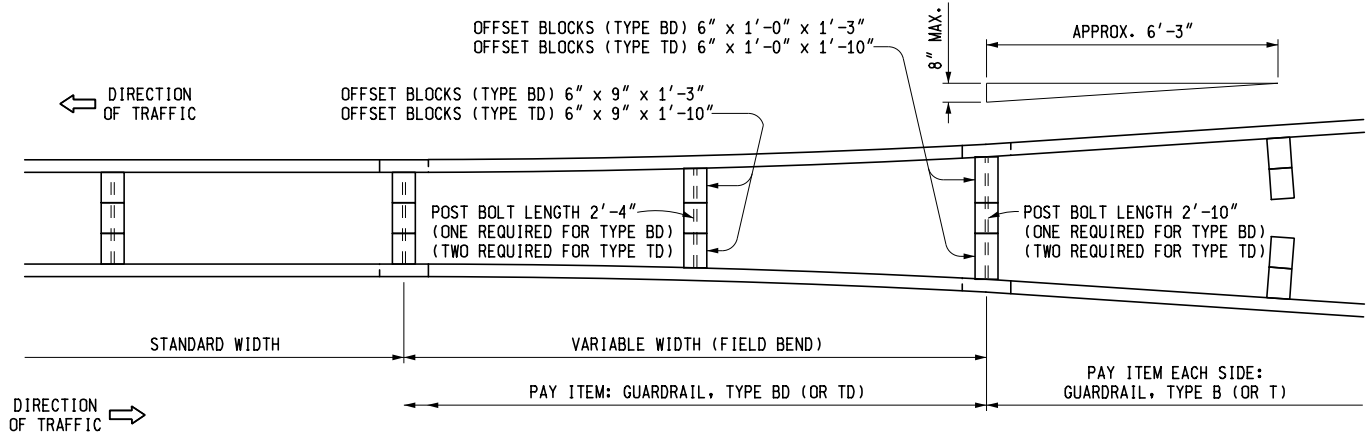


ASYMMETRICAL THRIE BEAM TRANSITIONS

NOTE: ASYMMETRICAL TRANSITION TYPE WILL VARY BY LOCATION DEPENDING ON GUARDRAIL LAYOUT

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D



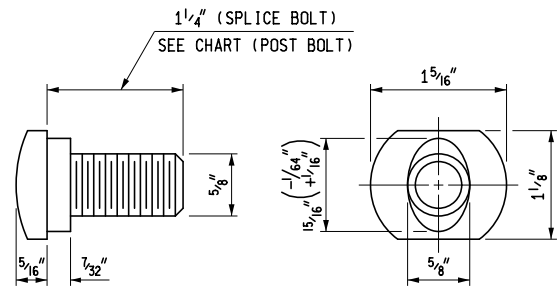
DETAIL SHOWING TRANSITION FROM GUARDRAIL, TYPE B (OR TYPE T) TO GUARDRAIL, TYPE BD (OR TYPE TD)

POST BOLTS, SPLICE BOLTS AND WASHERS AT BEAM ELEMENT SPLICE POSTS AND AT INTERMEDIATE POSTS								
GUARDRAIL TYPE	POST	OFFSET BLOCK	POST BOLTS		SPLICE BOLTS (1 1/4" LONG) (NO. REQ'D)	WASHERS (ROUND) (NO. REQ'D)		
			NO. REQ'D	LENGTH				
A	WOOD	N/A	1	9 1/2"	8	1		
	STEEL	N/A	1	2"		1		
B	WOOD	WOOD	1	18"		8	1	
	STEEL	WOOD	1	9 1/2"			1	
BD	WOOD	WOOD	1	*26 1/2"			16	2
	STEEL	WOOD	2	9 1/2"				2
T	WOOD	WOOD	2	18"	12			2
	STEEL	WOOD	2	9 1/2"				2
TD	WOOD	WOOD	2	*26 1/2"		24		4
	STEEL	WOOD	4	9 1/2"				4

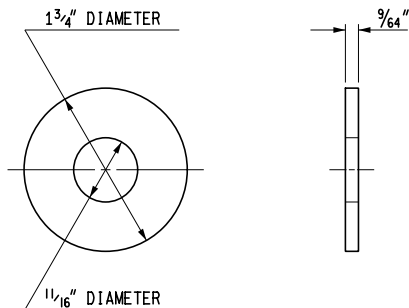
MINIMUM POST BOLT THREAD LENGTH	
BOLT LENGTH	MINIMUM THREAD LENGTH
9 1/2"	1 3/4"
18"	2 1/2"
26 1/2"	3"

THREE BEAM TRANSITIONS REQUIRE 20 SPLICE BOLTS EACH (12 ON TYPE T END AND 8 ON TYPE B END).

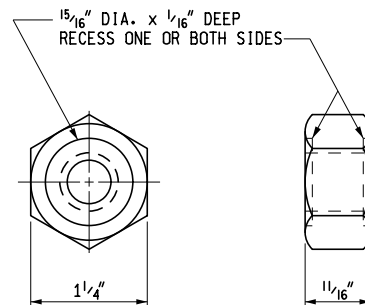
\* EXCEPT AS SPECIFIED ON DETAIL SHOWING TRANSITION FROM GUARDRAIL, TYPE B (OR TYPE T) TO GUARDRAIL, TYPE BD (OR TYPE TD). POST BOLTS SHALL NOT EXTEND MORE THAN 1/2" BEYOND NUT.



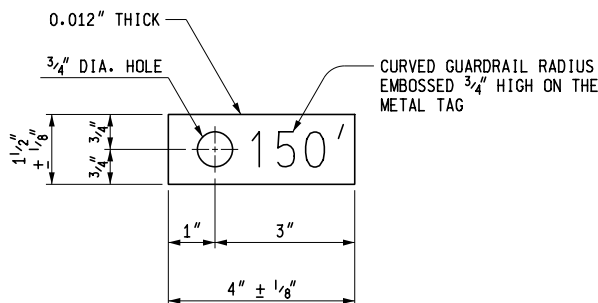
SPLICE BOLT AND POST BOLT



ROUND WASHER



NUT



METAL TAG

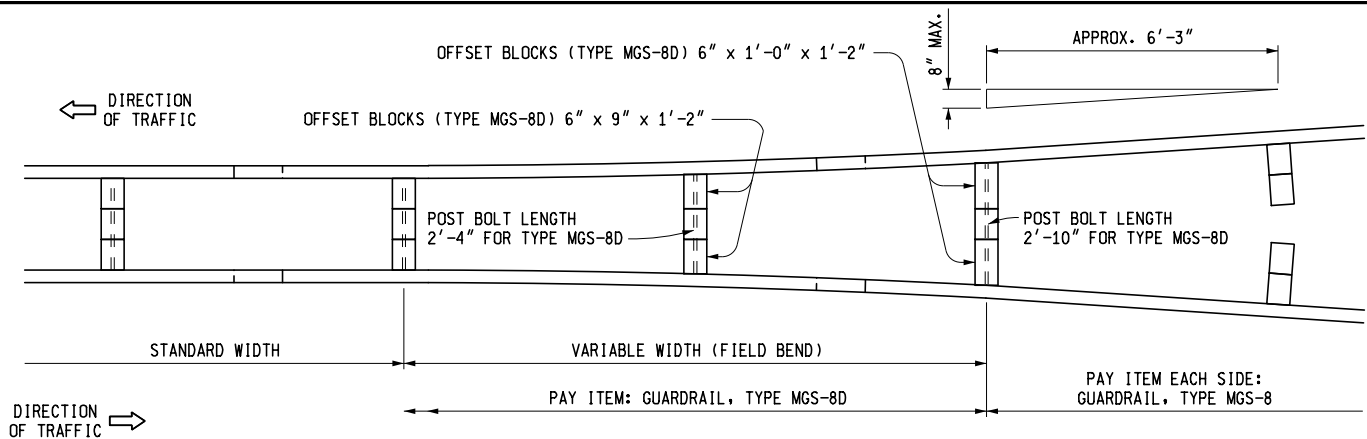
FOR CURVED GUARDRAIL WITH RADIUS OF 150' OR LESS

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**

F.H.W.A. APPROVAL	4-22-2016 PLAN DATE	R-60-J	SHEET 14 OF 16
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**DETAIL SHOWING TRANSITION FROM  
GUARDRAIL, TYPE MGS-8 TO GUARDRAIL, TYPE MGS-8D**

POST BOLTS, SPLICE BOLTS AND WASHERS AT BEAM ELEMENT SPLICE POSTS AND AT INTERMEDIATE POSTS						
GUARDRAIL TYPE	POST	OFFSET BLOCK	POST BOLTS		SPLICE BOLTS (1 1/4" LONG) (NO. REQ'D)	WASHERS (ROUND) (NO. REQ'D)
			NO. REQ'D	LENGTH		
MGS-8	WOOD	WOOD	1	18"	8	1
	STEEL	WOOD	1	9 1/2"		1
MGS-8D	WOOD	WOOD	1	*26 1/2"	16	—
	STEEL	WOOD	2	9 1/2"		2

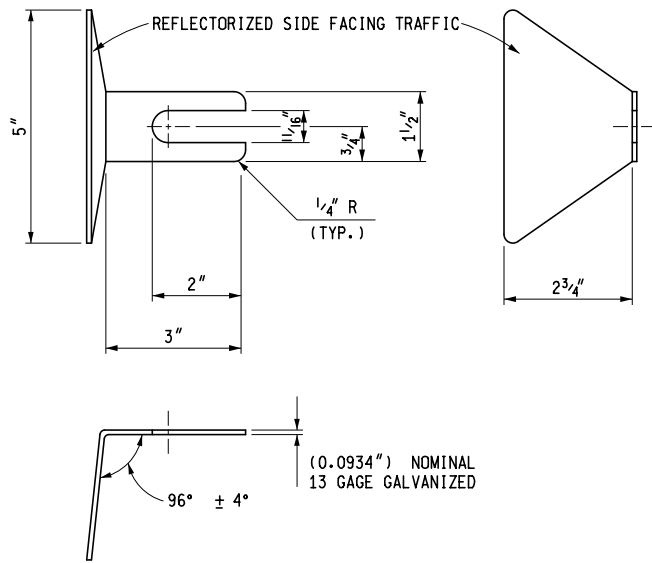
MINIMUM POST BOLT THREAD LENGTH	
BOLT LENGTH	MINIMUM THREAD LENGTH
9 1/2"	1 3/4"
18"	2 1/2"
26 1/2"	3"

THREE BEAM TRANSITIONS REQUIRE 20 SPLICE BOLTS EACH (12 ON TYPE T END AND 8 ON TYPE MGS END).

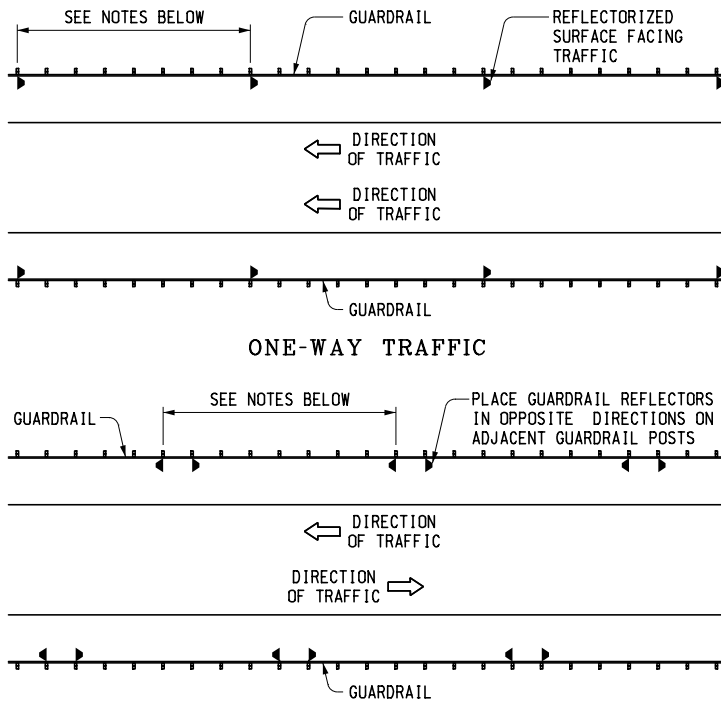
\* EXCEPT AS SPECIFIED ON DETAIL SHOWING TRANSITION FROM GUARDRAIL, TYPE MGS-8 TO GUARDRAIL, TYPE MGS-8D POST BOLTS SHALL NOT EXTEND MORE THAN 1/2" BEYOND NUT.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D**



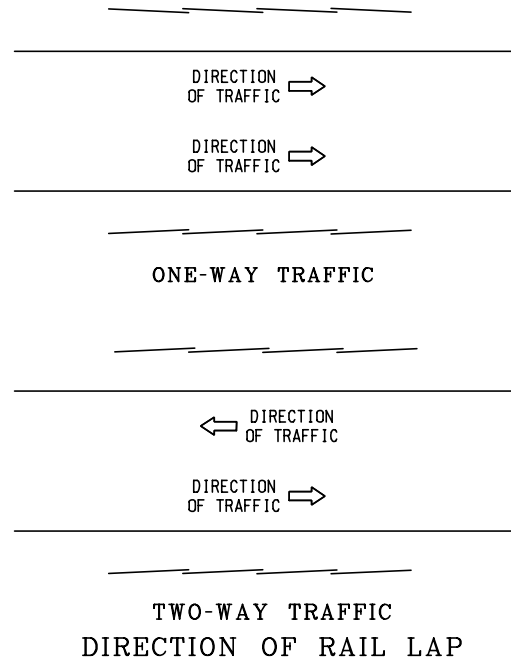
GUARDRAIL REFLECTOR



PLACEMENT OF GUARDRAIL REFLECTORS

NOTES GOVERNING THE USE OF GUARDRAIL REFLECTORS

1. GUARDRAIL REFLECTORS SHALL BE USED ON ALL STANDARD GUARDRAIL RUNS, REGARDLESS OF ROADWAY LIGHTING.
2. GUARDRAIL REFLECTORS ARE TO BE SPACED AT THE FOLLOWING INTERVALS:
  - a) 50'-0" ON TANGENT SECTIONS AND CURVES WITH A RADIUS OF 1150' OR MORE.
  - b) 25'-0" ON CURVES WITH A RADIUS LESS THAN 1150'.
3. FOR GUARDRAIL REFLECTOR PLACEMENT ON APPROACH TERMINALS, SEE THE APPROPRIATE GUARDRAIL APPROACH TERMINAL STANDARD PLAN.
4. A GUARDRAIL REFLECTOR IS TO BE PLACED ON THE SECOND POST FROM THE GUARDRAIL DEPARTING TERMINAL.
5. ON GUARDRAIL, TYPE T AND TYPE TD GUARDRAIL REFLECTORS ARE TO BE PLACED ON THE UPPER POST BOLT.
6. GUARDRAIL REFLECTORS SHALL MATCH COLOR OF EDGE LINE.



NOTES:

DETAILS SPECIFIED ON THIS STANDARD ARE ACCORDING TO THE AASHTO-AGC-ARTBA JOINT COMMITTEE, TASK FORCE 13 PUBLICATION TITLED "A GUIDE TO STANDARDIZED HIGHWAY BARRIER HARDWARE."

BEAM ELEMENTS SHALL BE SHOP BENT TO PLAN RADIUS FOR CURVE RADII 150' OR LESS. A TAG IDENTIFYING THE CURVATURE OF THE SHOP BENT SECTION WILL BE REQUIRED FOR EACH CURVED ELEMENT.

SEE STANDARD PLAN R-61-SERIES, R-62-SERIES OR R-63-SERIES FOR GUARDRAIL APPROACH TERMINALS, STANDARD PLAN R-66-SERIES FOR GUARDRAIL DEPARTING TERMINALS AND STANDARD PLAN R-67-SERIES FOR GUARDRAIL ANCHORAGE, BRIDGE.

WHEN THE PLANS SPECIFY GUARDRAIL (TYPE B OR T) TO BE PLACED ON THE SHOULDER HINGE POINT, RATHER THAN AS SPECIFIED ON THIS PLAN, 8'-0" POSTS SHALL BE PROVIDED, WITH THE ADDITIONAL LENGTH EMBEDDED FOR ADDED STABILITY. (NOT NECESSARY WHEN THE SLOPE IS REASONABLY LEVEL BEYOND THE SHOULDER HINGE POINT, AS DETERMINED BY THE ENGINEER.)

WHEN THE PLANS SPECIFY GUARDRAIL TYPE MGS-8 TO BE PLACED ON THE SHOULDER HINGE POINT, RATHER THAN AS SPECIFIED ON THIS PLAN, 9'-0" POSTS SHALL BE PROVIDED, WITH THE ADDITIONAL LENGTH EMBEDDED FOR ADDED STABILITY. (NOT NECESSARY WHEN THE SLOPE IS REASONABLY LEVEL BEYOND THE SHOULDER HINGE POINT, AS DETERMINED BY THE ENGINEER.)

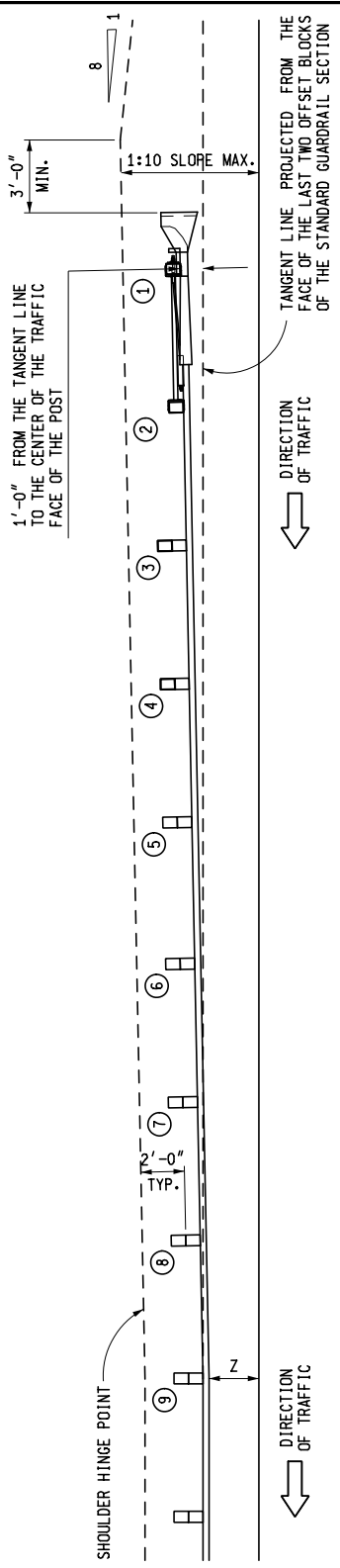
WOOD POSTS WITH 1/2" BEVELS AT THE TOP MAY BE USED IN LIEU OF WOOD POSTS WITHOUT BEVELS SPECIFIED. THE LENGTH, WIDTH AND DEPTH OF THE POST SHALL BE AS SPECIFIED ON THIS STANDARD AND THE POST BOLT HOLES SHALL BE LOCATED TO ENSURE PROPER RAIL HEIGHT.

WOOD OFFSET BLOCKS WITH 1/2" BEVELS AT THE TOP AND BOTTOM OR A 1" BEVELED TOP MAY BE USED IN LIEU OF WOOD BLOCKS WITHOUT BEVELS SPECIFIED. THE LENGTH (FRONT AND BACK FACE), WIDTH AND DEPTH OF THE BLOCK SHALL BE AS SPECIFIED ON THIS STANDARD AND THE POST BOLT HOLES SHALL BE LOCATED TO ENSURE PROPER RAIL HEIGHT AND COMPATIBILITY WITH POST HOLES.

WHEN THE FACE OF GUARDRAIL IS PLACED FLUSH WITH FACE OF CURB, THE RAIL HEIGHT SHOULD BE MEASURED FROM THE FRONT EDGE OF THE GUTTER PAN, WHICH IS THE POINT ON THE GUTTER PAN THAT IS CLOSEST TO THE EDGE OF THE TRAVELED LANE. WHEN THE FACE OF THE GUARDRAIL PANEL IS LOCATED BEHIND THE CURB THE RAIL HEIGHT SHOULD BE MEASURED FROM THE GROUND JUST IN FRONT OF THE GUARDRAIL.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL,  
TYPES A, B, BD, T, TD,  
MGS-8, & MGS-8D

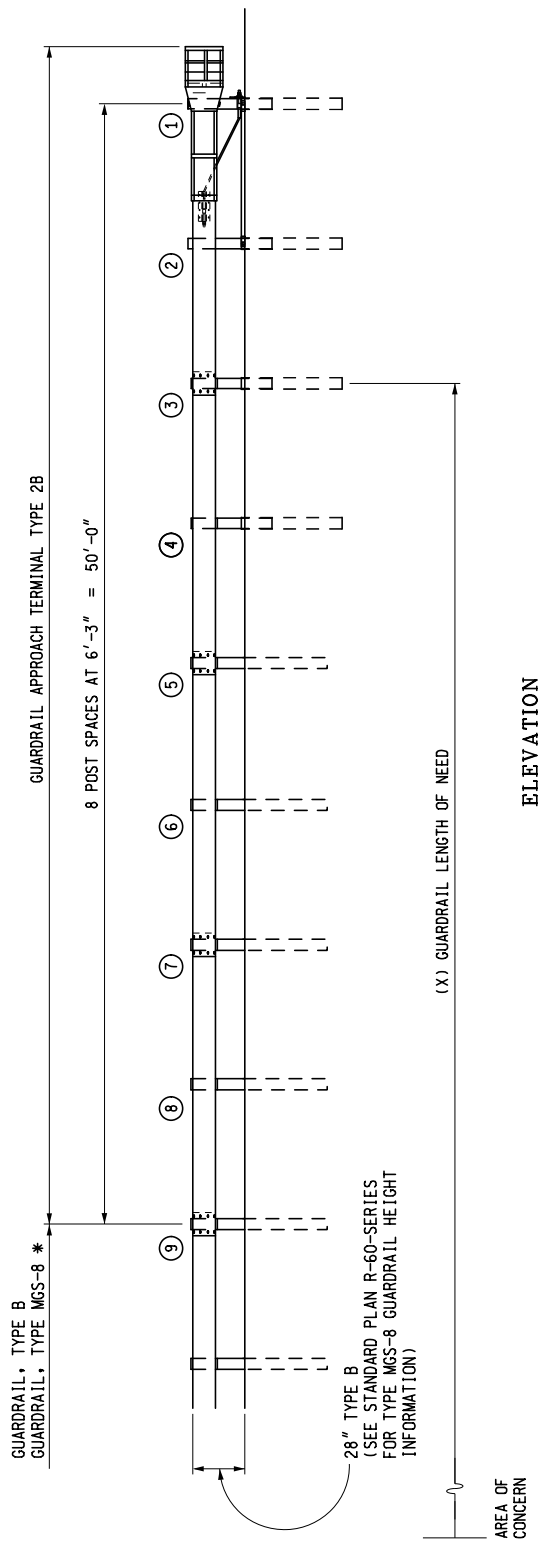


PLAN VIEW

\* SEE STANDARD PLAN R-60-SERIES FOR POST SPACING AND GUARDRAIL LAYOUT TO TRANSITION FROM GUARDRAIL, TYPE MGS-8 TO GUARDRAIL APPROACH TERMINAL TYPE 2B

**OPTION 1**

(DETAILED ON SHEETS 1 THROUGH 4)



**GUARDRAIL APPROACH TERMINAL TYPE 2B  
"SKT"**

PREPARED BY  
DESIGN DIVISION  
DRAWN BY: B.L.T.  
CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR  
Kirk T. Stuedle

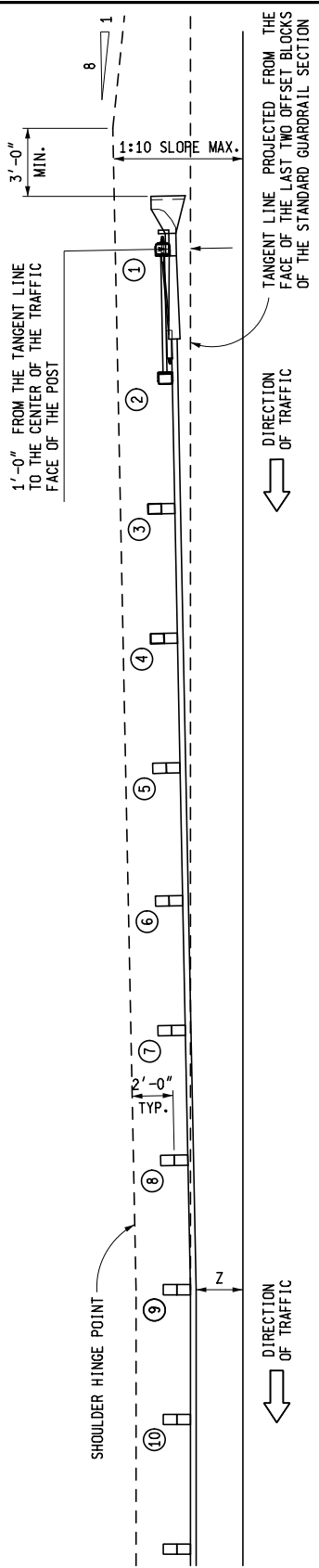
APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT 219

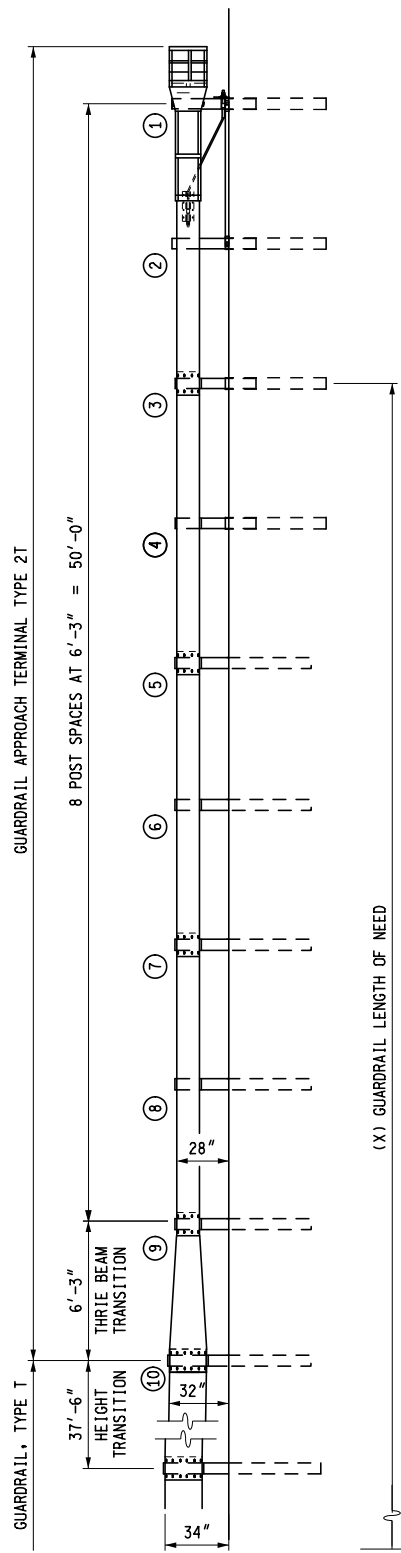
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

F.H.W.A. APPROVAL	10-14-2016 PLAN DATE	R-62-H	SHEET 1 OF 14
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PLAN VIEW

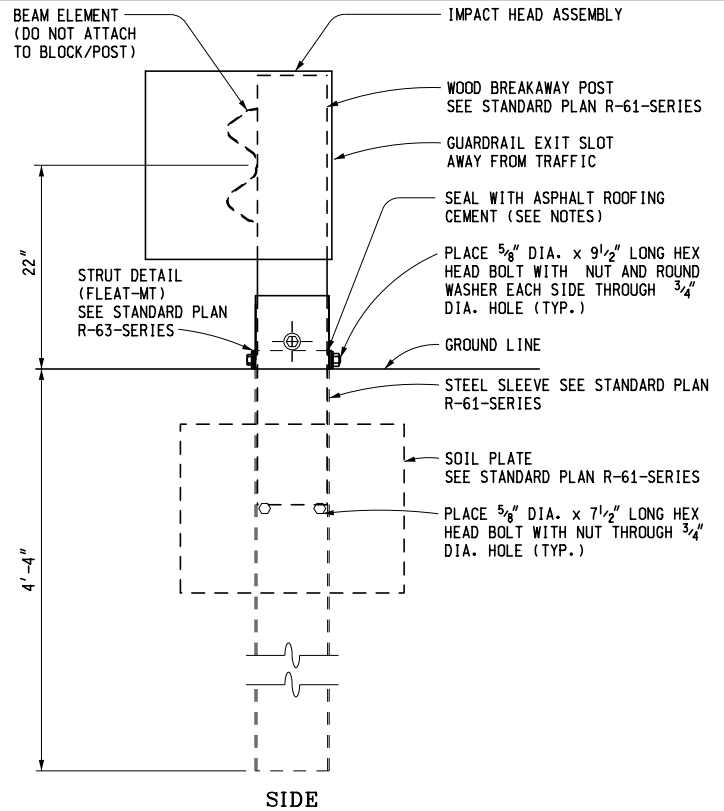
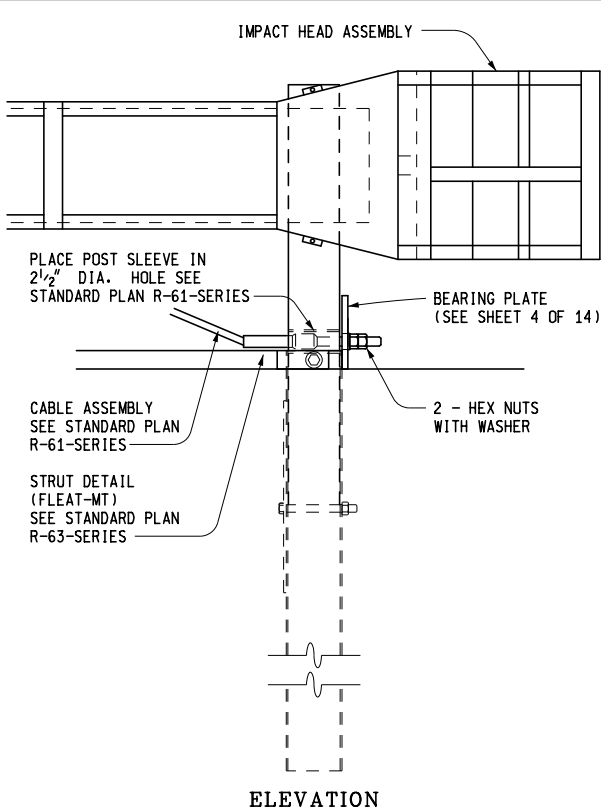


ELEVATION

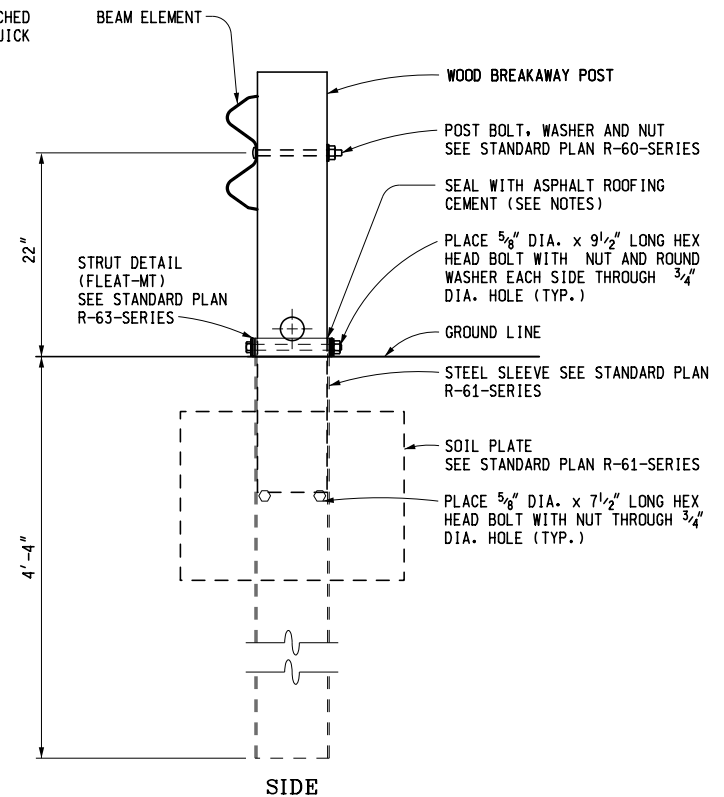
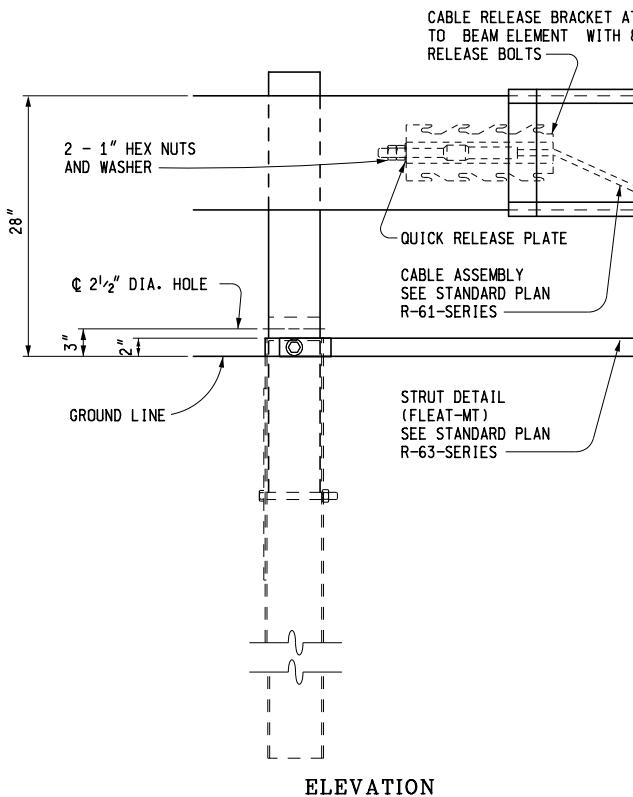
GUARDRAIL APPROACH TERMINAL TYPE 2T "SKT"

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
 TERMINAL TYPES 2B & 2T  
 (SKT, ET-PLUS & X-LITE-TANGENT-50)**

F.H.W.A. APPROVAL	10-14-2016 PLAN DATE	R-62-H	SHEET 2 OF 14
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POST 1 DETAIL



POST 2 DETAIL

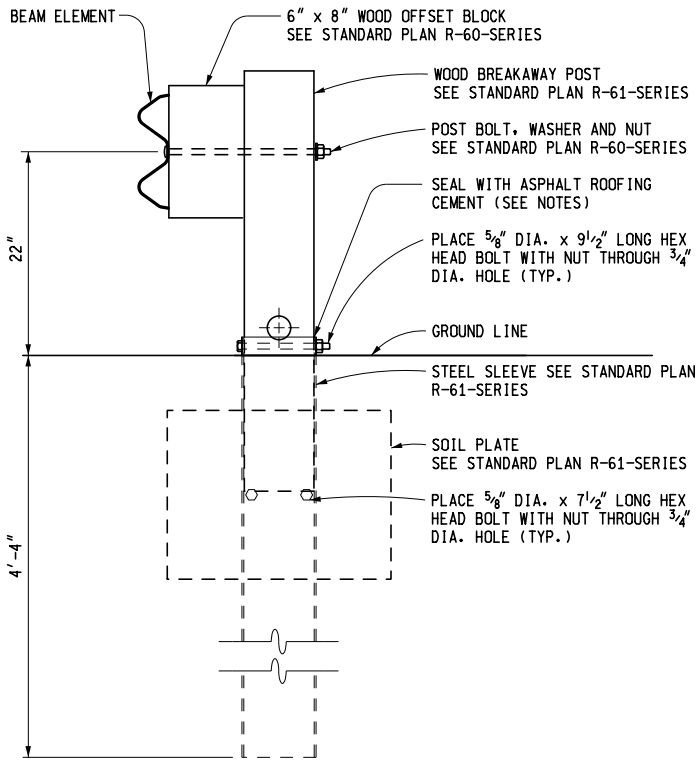
NOTE:

THE BREAKAWAY CABLE ASSEMBLY MUST BE TAUT. A LOCKING DEVICE (VICE GRIPS OR CHANNEL LOCK PLIERS) SHOULD BE USED TO PREVENT THE CABLE FROM TWISTING WHEN TIGHTENING THE NUTS.

AFTER THE CABLE ASSEMBLY HAS BEEN TIGHTENED, A SECOND NUT SHALL BE INSTALLED ON EACH END OF THE CABLE SO THAT THE CABLE WILL NOT LOOSEN.

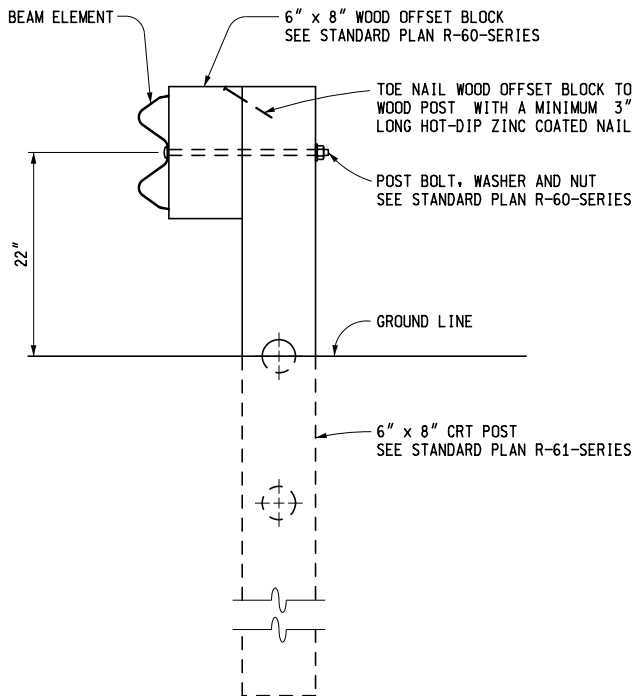
ASPHALT ROOFING CEMENT SHALL BE USED TO SEAL THE PERIMETER AREA BETWEEN THE STEEL SLEEVE (SOIL TUBE) AND THE WOOD BREAKAWAY POST.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**



### POST 3 AND 4 DETAIL

NOTE: BEAM ELEMENTS ARE SPLICED TOGETHER AT POST 3

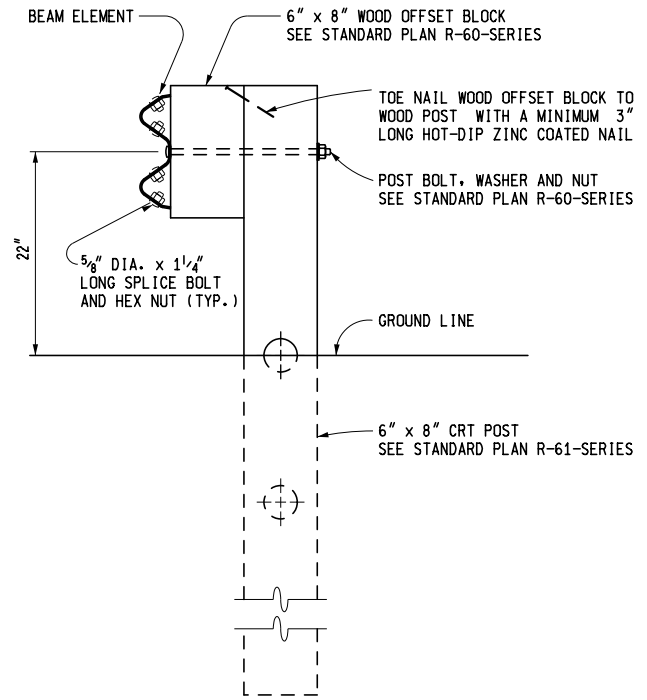


### POST 6 AND 8 DETAIL

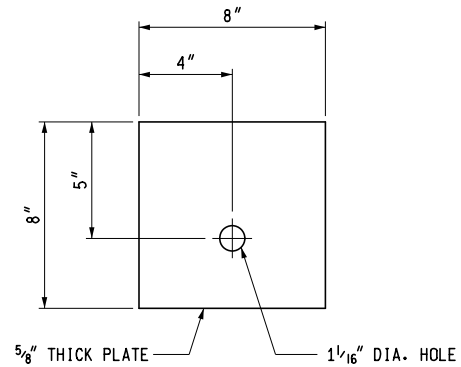
NOTE: POST 9 IS A STANDARD LINE POST.

NOTE:

ASPHALT ROOFING CEMENT SHALL BE USED TO SEAL THE PERIMETER AREA BETWEEN THE STEEL SLEEVE (SOIL TUBE) AND THE WOOD BREAKAWAY POST.



### POST 5 AND 7 DETAIL



### BEARING PLATE

( SKT & ET-PLUS )

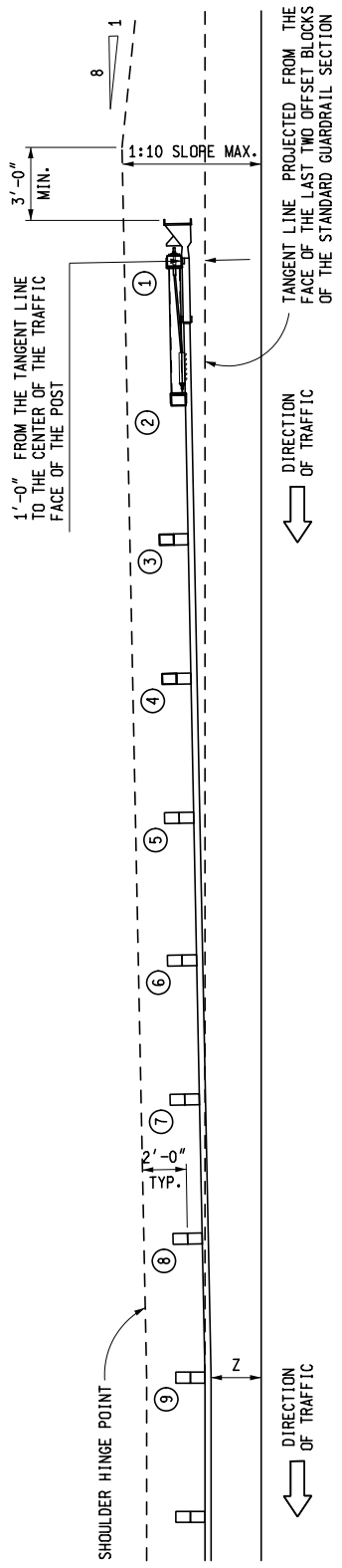
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

F.H.W.A. APPROVAL

10-14-2016  
PLAN DATE

R-62-H

SHEET  
4 OF 14

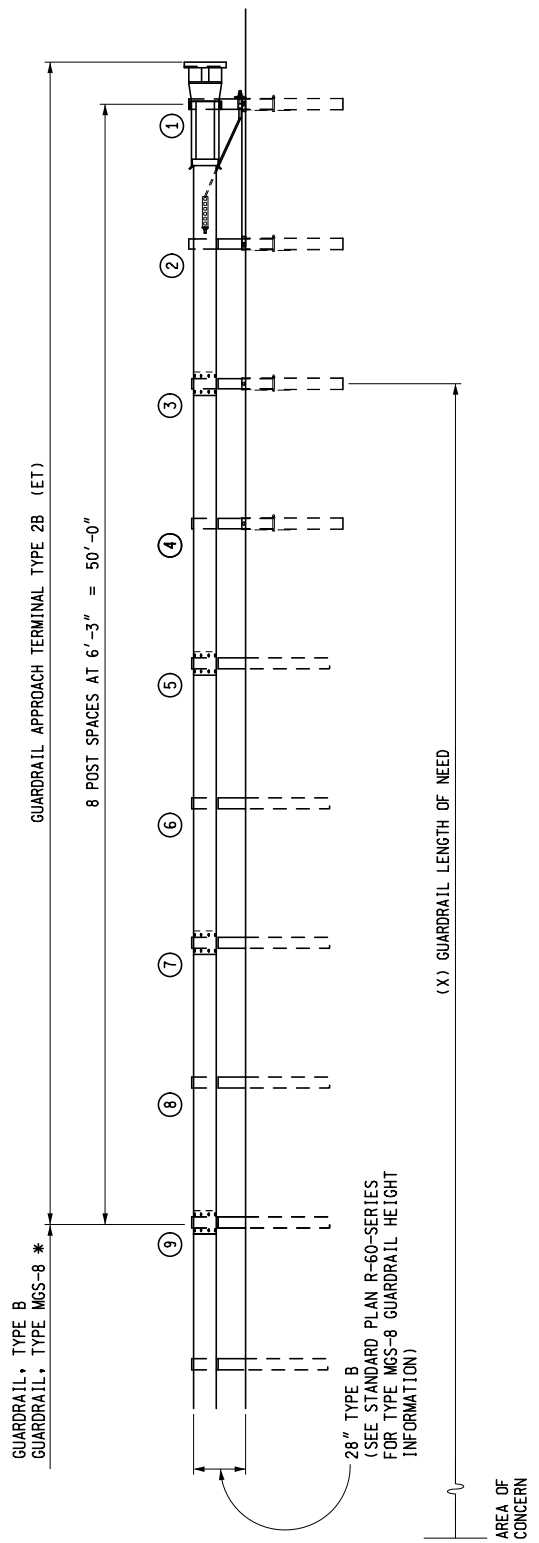


PLAN VIEW

\* SEE STANDARD PLAN R-60-SERIES FOR POST SPACING AND GUARDRAIL LAYOUT TO TRANSITION FROM GUARDRAIL, TYPE MCS-8 TO GUARDRAIL APPROACH TERMINAL TYPE 2B

**OPTION 2**

(DETAILED ON SHEETS 5 THROUGH 8 AND 14)

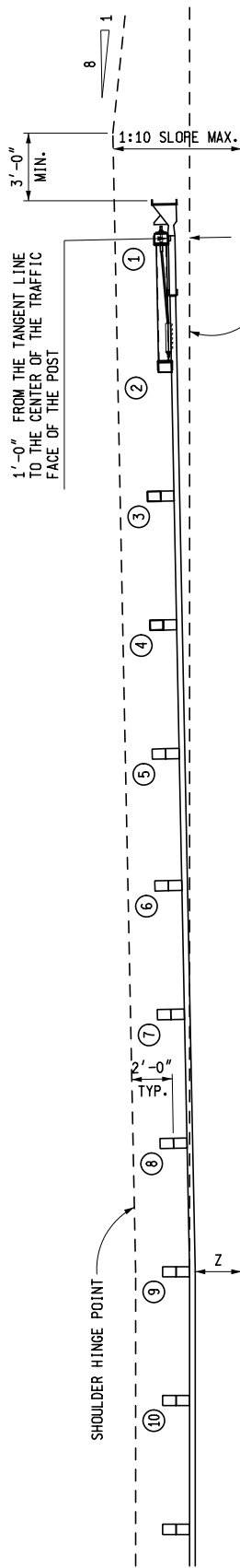


ELEVATION

**GUARDRAIL APPROACH TERMINAL TYPE 2B  
"ET-PLUS"**

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

F.H.W.A. APPROVAL	10-14-2016 PLAN DATE	R-62-H	SHEET 5 OF 14
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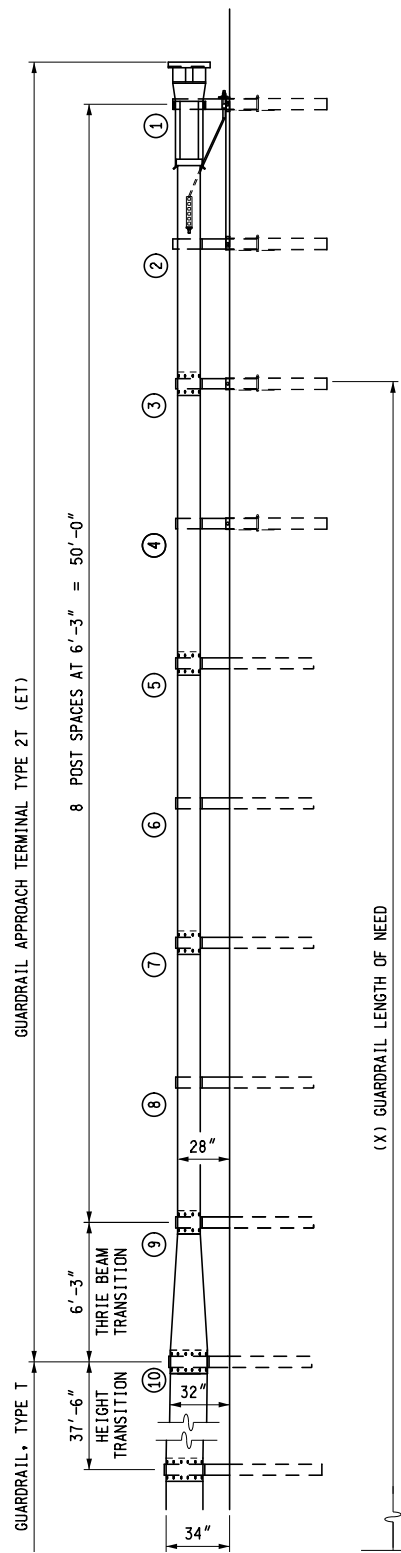


TANGENT LINE PROJECTED FROM THE FACE OF THE LAST TWO OFFSET BLOCKS OF THE STANDARD GUARDRAIL SECTION

DIRECTION OF TRAFFIC

PLAN VIEW

DIRECTION OF TRAFFIC



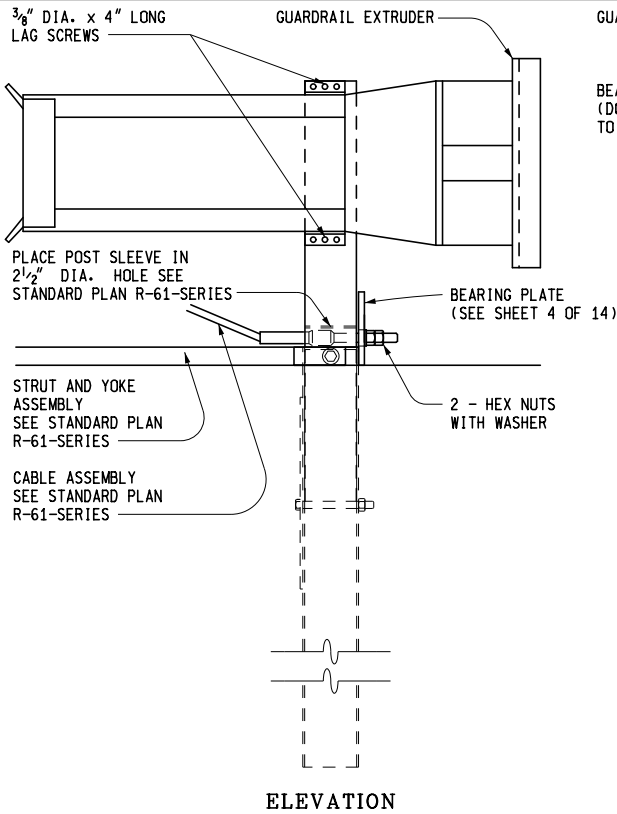
ELEVATION

GUARDRAIL APPROACH TERMINAL TYPE 2T  
"ET-PLUS"

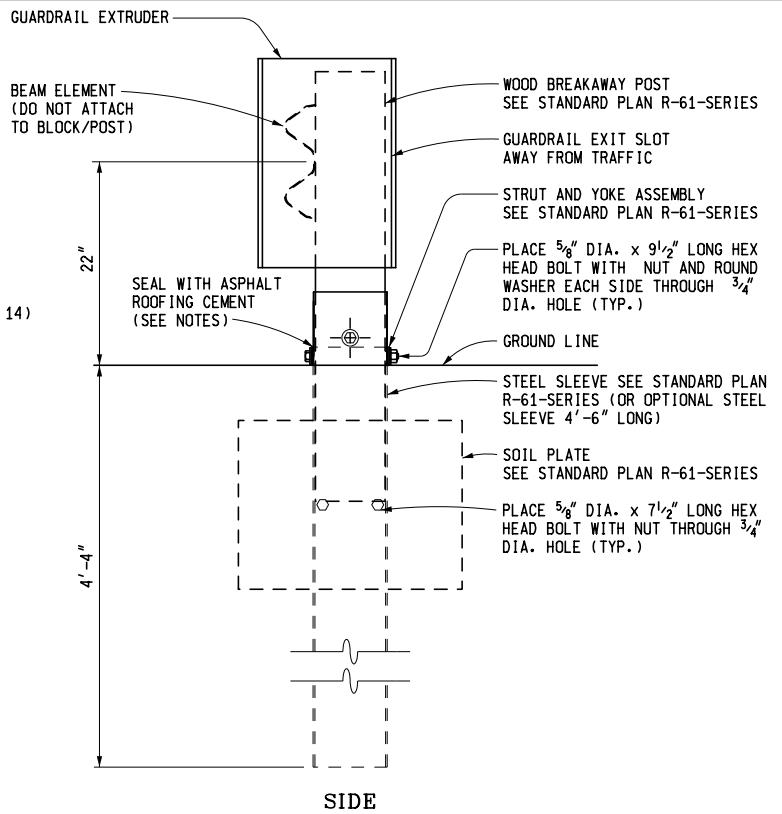
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

F.H.W.A. APPROVAL	10-14-2016 PLAN DATE	R-62-H	SHEET 6 OF 14
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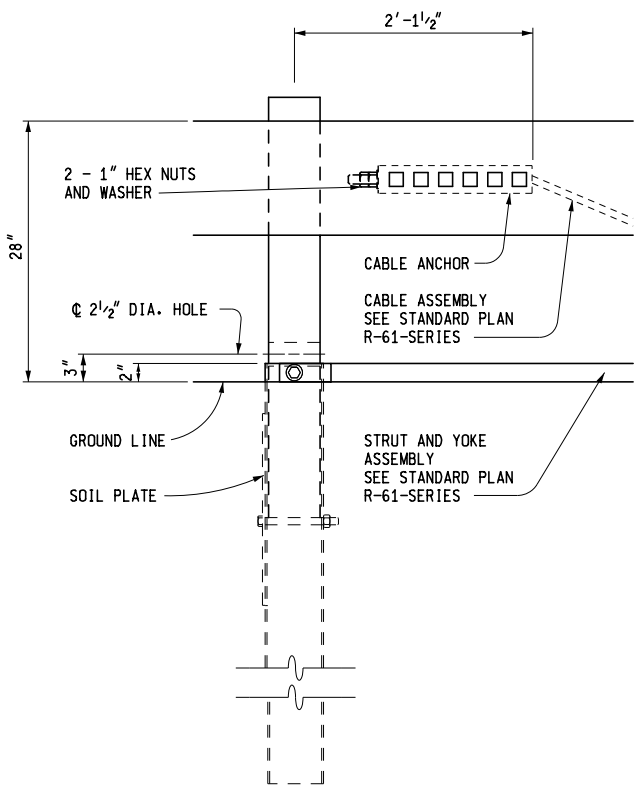


ELEVATION

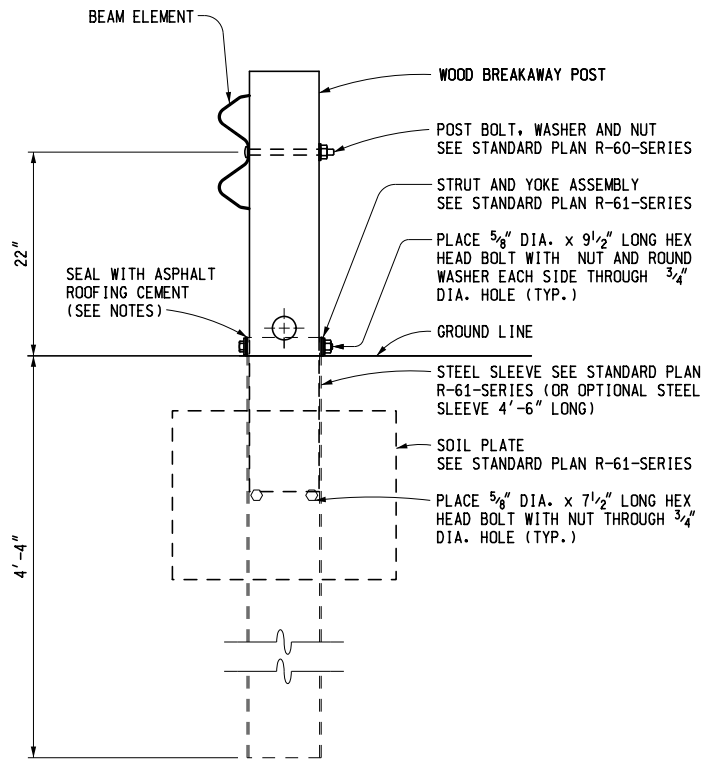


SIDE

**POST 1 DETAIL**  
(ET-PLUS)



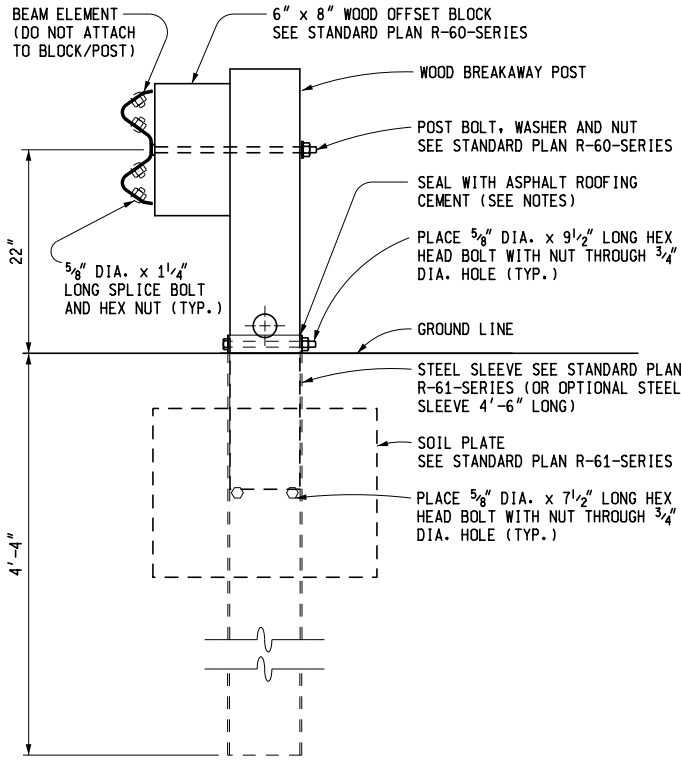
ELEVATION



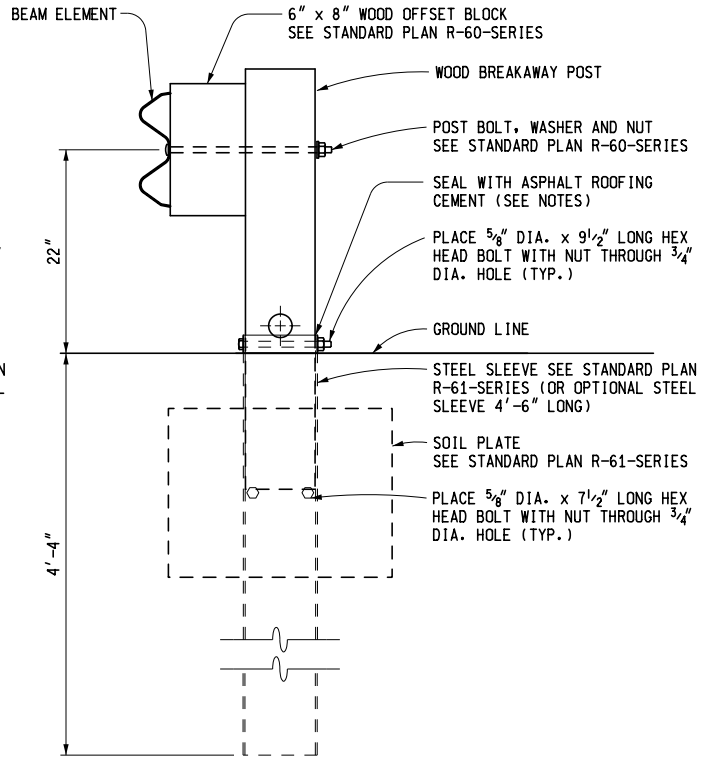
SIDE

**POST 2 DETAIL**  
(ET-PLUS)

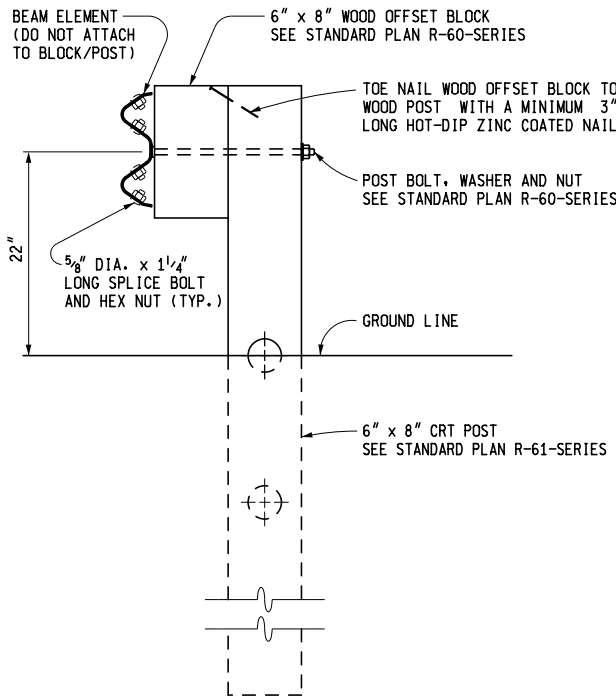
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**



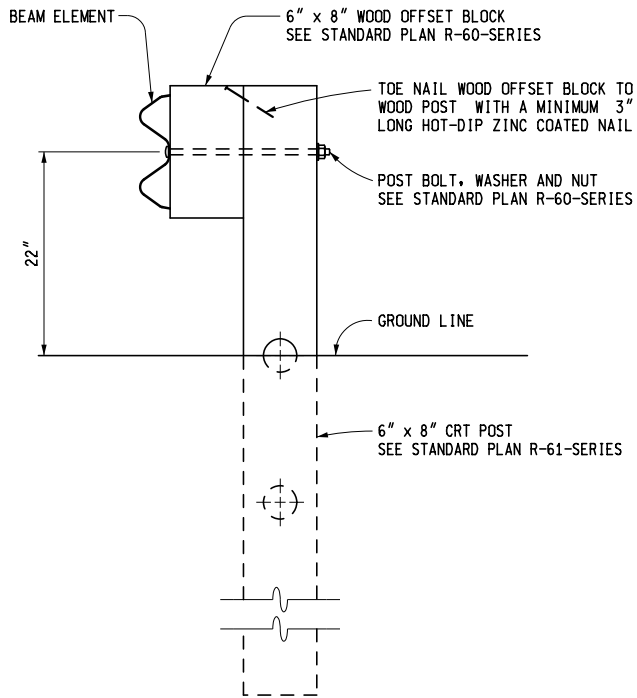
**POST 3 DETAIL**  
(ET-PLUS)



**POST 4 DETAIL**  
(ET-PLUS)



**POST 5 AND 7 DETAIL**  
(ET-PLUS)



**POST 6, AND 8 DETAIL**  
(ET-PLUS)

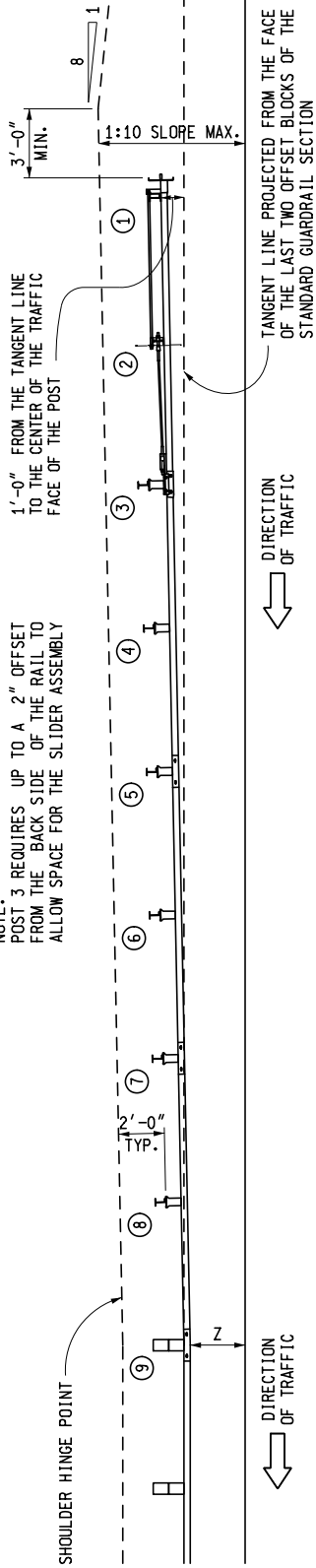
NOTE: POST 9 IS A STANDARD LINE POST.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

TRAILING END

APPROACH END

NOTE:  
POST 3 REQUIRES UP TO A 2" OFFSET  
FROM THE BACK SIDE OF THE RAIL TO  
ALLOW SPACE FOR THE SLIDER ASSEMBLY

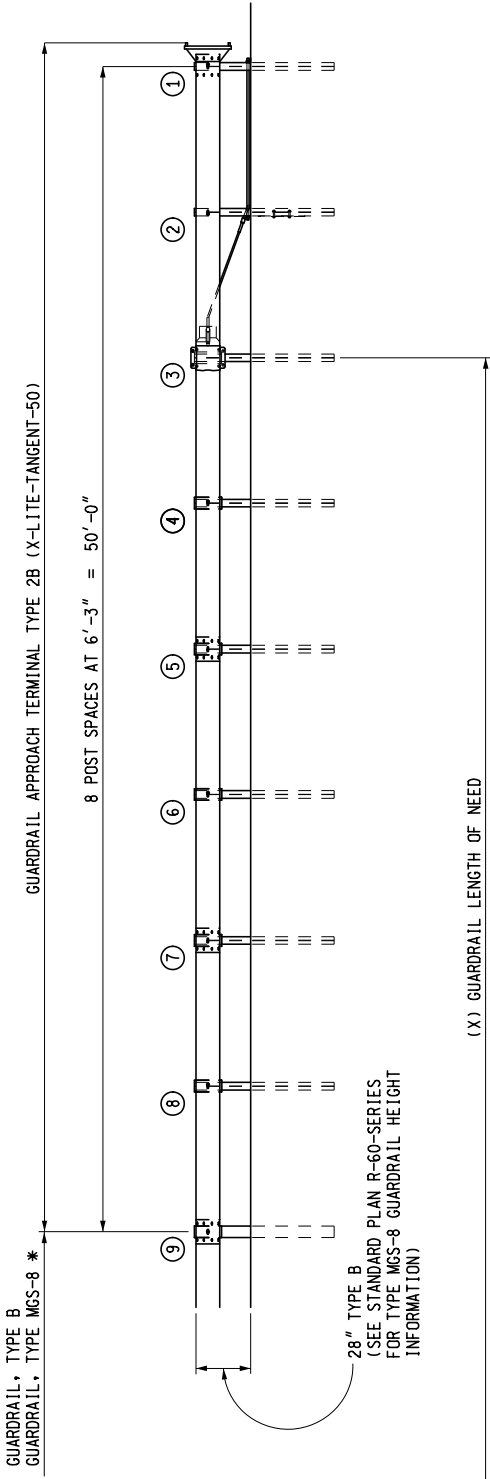


PLAN VIEW

\* SEE STANDARD PLAN R-60-SERIES FOR POST SPACING AND GUARDRAIL LAYOUT TO TRANSITION FROM GUARDRAIL, TYPE MGS-8 TO GUARDRAIL APPROACH TERMINAL TYPE 2B

### OPTION 3

(DETAILED ON SHEETS 9 THROUGH 13)

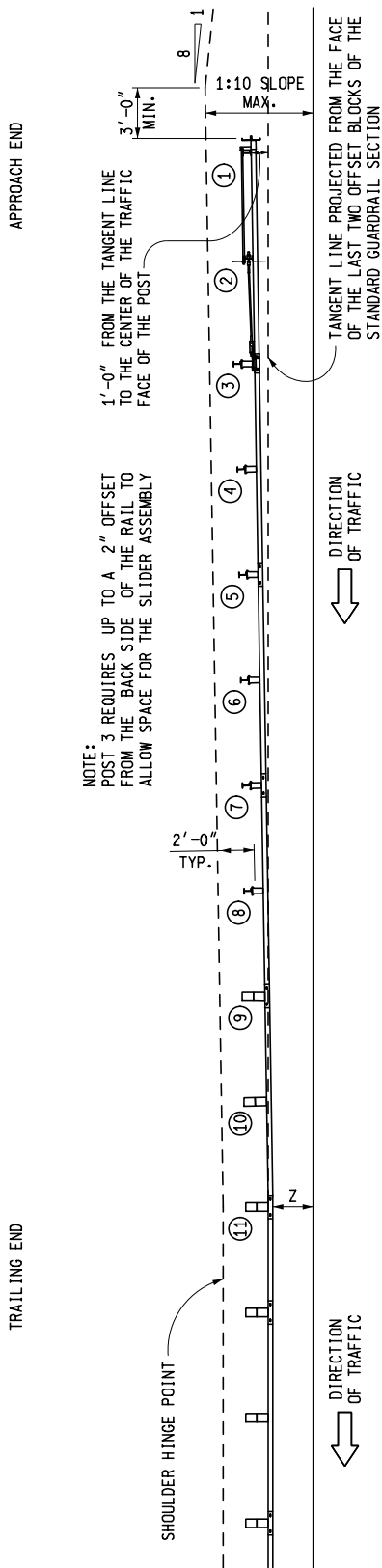


ELEVATION

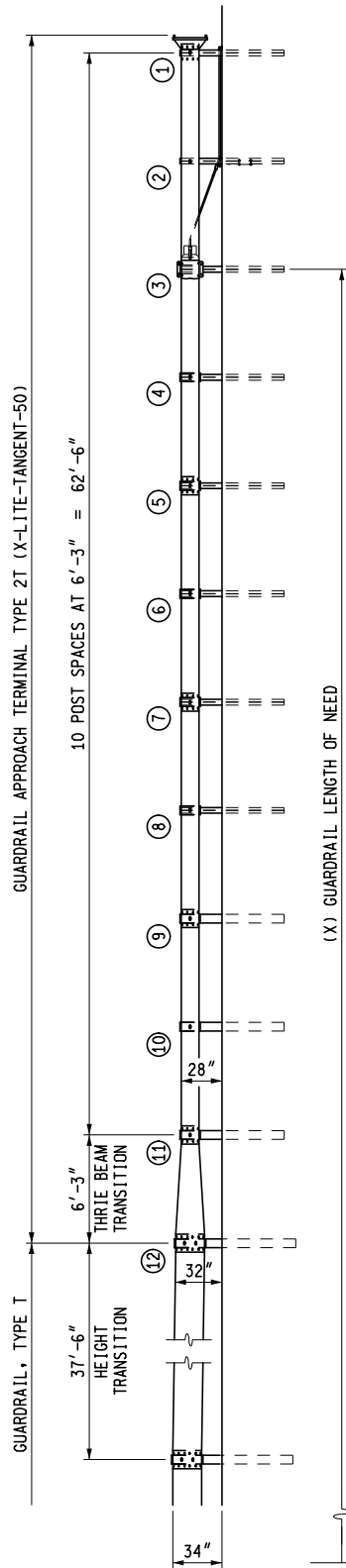
### GUARDRAIL APPROACH TERMINAL TYPE 2B "X-LITE-TANGENT-50"

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

## GUARDRAIL APPROACH TERMINAL TYPES 2B & 2T (SKT, ET-PLUS & X-LITE-TANGENT-50)



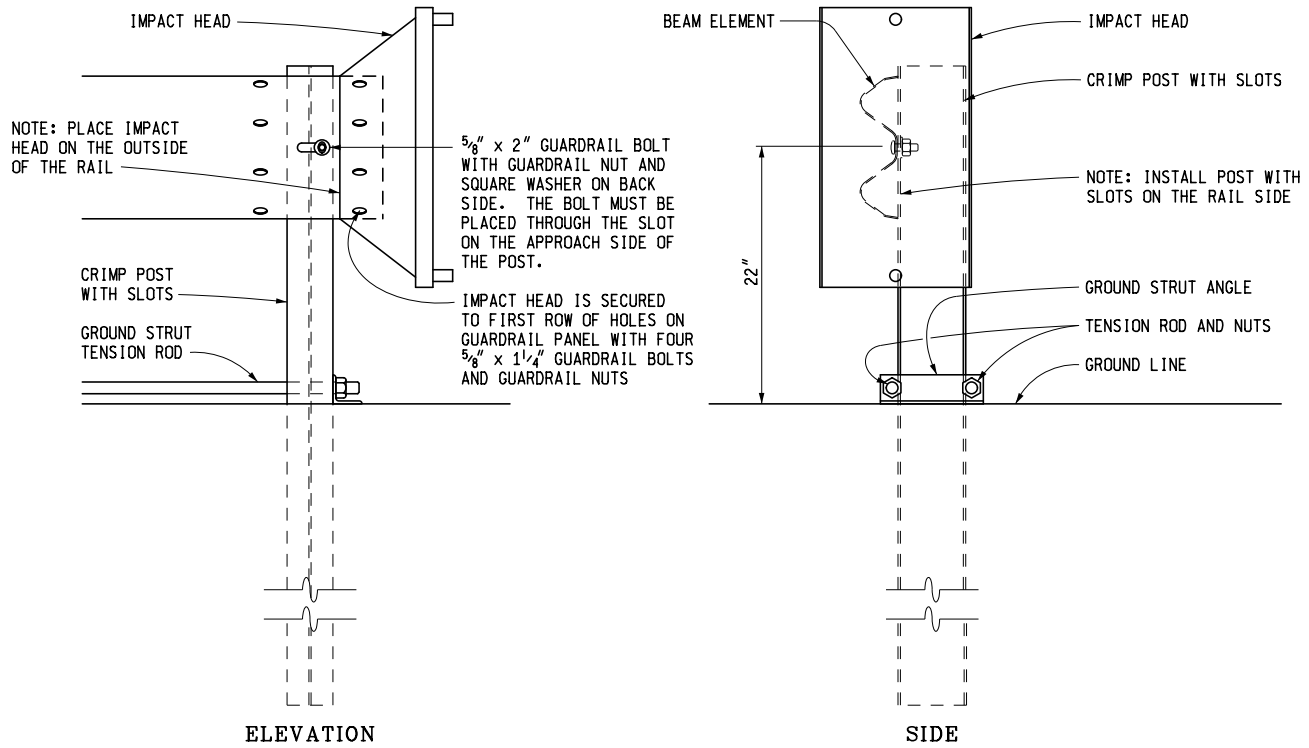
PLAN VIEW



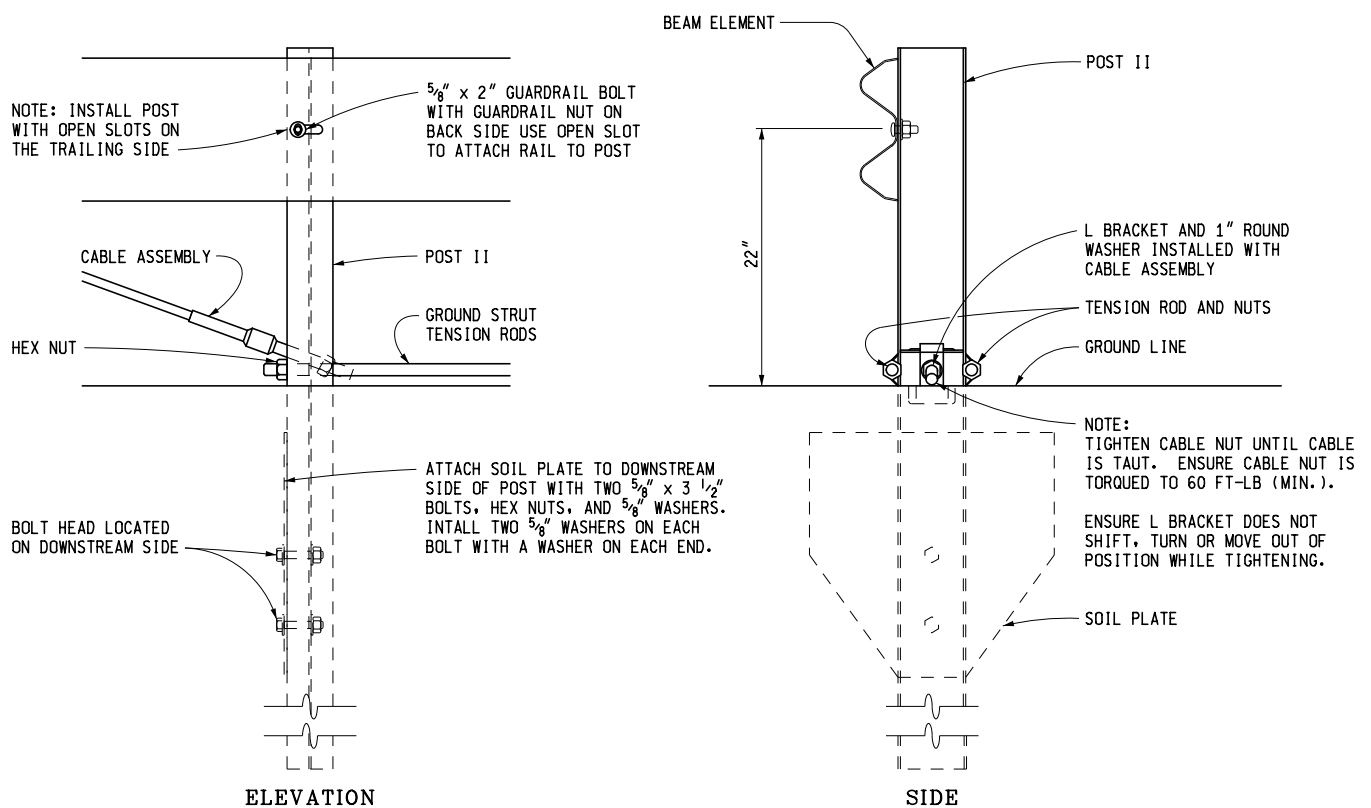
ELEVATION

GUARDRAIL APPROACH TERMINAL TYPE 2T  
 "X-LITE-TANGENT-50"

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
 TERMINAL TYPES 2B & 2T**  
 (SKT, ET-PLUS & X-LITE-TANGENT-50)

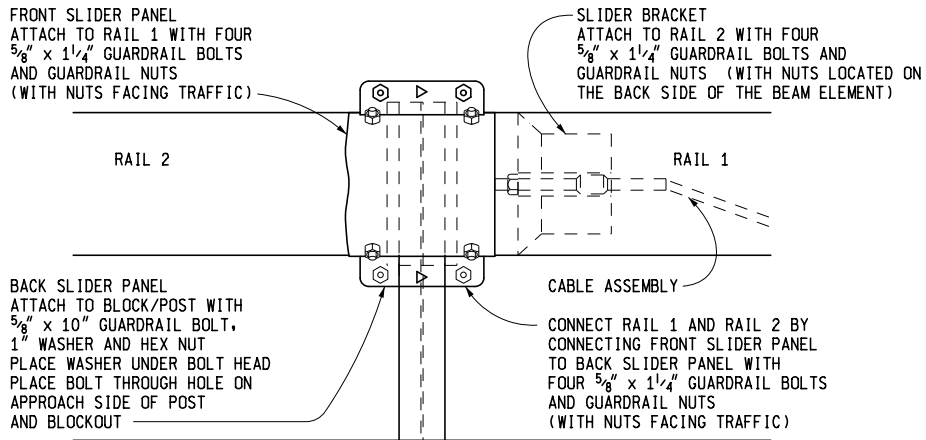


**POST 1 DETAIL**



**POST 2 DETAIL**

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
 TERMINAL TYPES 2B & 2T  
 (SKT, ET-PLUS & X-LITE-TANGENT-50)**



**NOTES:**

POST 3 REQUIRES UP TO AN ADDITIONAL 2" OFFSET BETWEEN THE RAIL AND THE OFFSET BLOCK TO ALLOW SPACE FOR THE SLIDER ASSEMBLY.

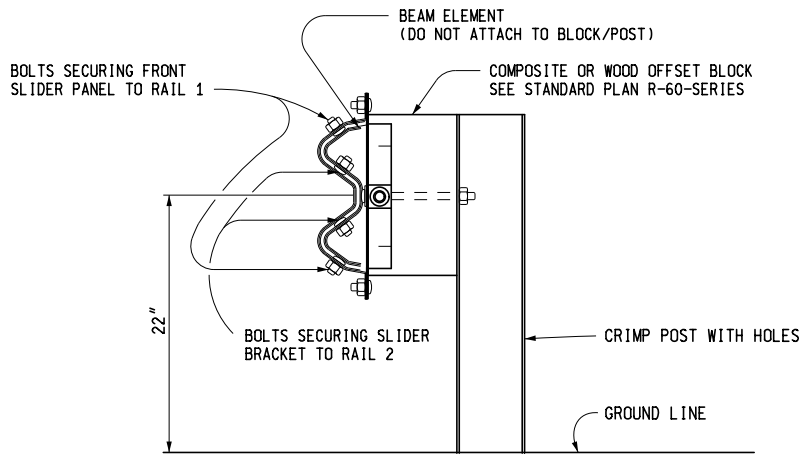
POST 3 REQUIRES GUARDRAIL BOLT TO BE ATTACHED TO HOLE ON APPROACH SIDE OF THE POST.

ENSURE OPEN END OF THE SLOT ON THE BACK SLIDER PANEL IS POINTING TOWARD THE APPROACH END.

ENSURE ANGLED PORTION OF THE FRONT SLIDER PANEL EXTENDS BEYOND THE END OF THE RAIL 1, AND IS FACING THE TRAILING END OF THE TERMINAL.

ARROWS ON FRONT AND BACK SLIDER PANELS NEED TO POINT TOWARD THE APPROACH END OF THE TERMINAL.

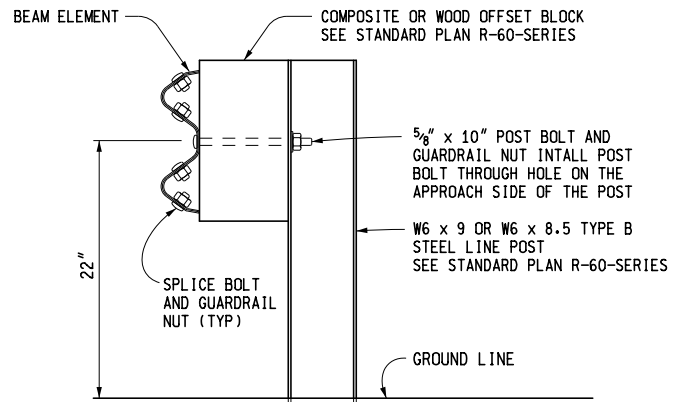
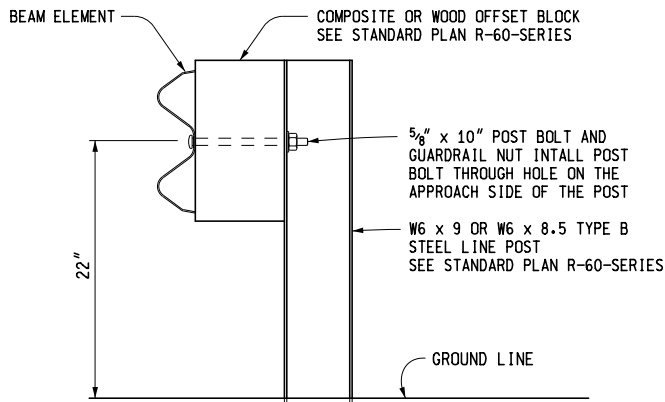
**ELEVATION**



**SIDE**

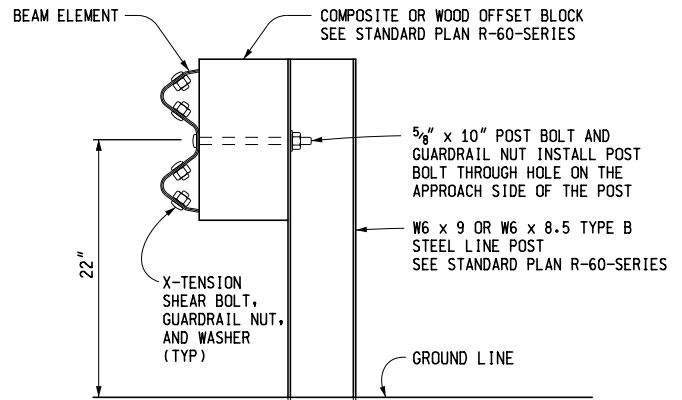
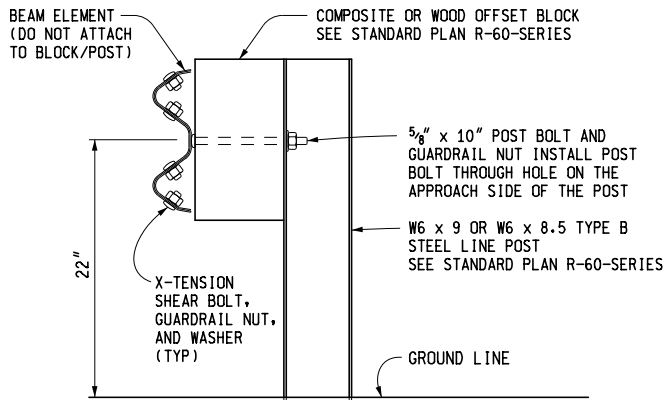
**POST 3 DETAIL**

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
 TERMINAL TYPES 2B & 2T  
 (SKT, ET-PLUS & X-LITE-TANGENT-50)**



**POST 4, 6, AND 8 DETAIL  
POST 10 DETAIL (TYPE 2T TERMINAL ONLY)**

**POST 9 DETAIL**



**POST 5 DETAIL**

**POST 7 DETAIL**

NOTE:  
OVERLAP BEAM ELEMENTS WITH ELEMENTS  
ON THE APPROACH END OVER ELEMENTS  
ON THE TRAILING END

AVOID OVERTIGHTENING X-TENSION SHEAR  
BOLTS. DO NOT USE AN IMPACT WRENCH  
TO TIGHTEN X-TENSION SHEAR BOLTS.

POST 11 (TYPE 2T TERMINAL ONLY) IS A  
STANDARD LINE POST.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**

NOTES:

ALL POSTS, OFFSET BLOCKS, BEAM ELEMENTS, AND HARDWARE (INCLUDING BOLTS, NUTS, AND WASHERS) SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS AND TO THE CURRENT STANDARD PLAN R-60-SERIES, WHERE APPLICABLE, EXCEPT AS SPECIFIED ON THIS STANDARD.

ALL 1:10 SLOPES SHALL BE GRADED TO CLASS A SLOPE TOLERANCES.

WHEN SITE CONDITIONS WARRANT AND WITH THE APPROVAL OF THE ENGINEER, GUARDRAIL APPROACH TERMINAL TYPES 2B & 2T CAN BE INSTALLED STRAIGHT (WITHOUT THE 1'-0" OFFSET FROM THE TANGENT LINE TO THE TRAFFIC FACE OF POST 1).

GUARDRAIL REFLECTORS ARE NOT TO BE USED ON THE GUARDRAIL APPROACH TERMINAL. PLACE REFLECTORS BEGINNING ON STANDARD RUN OF GUARDRAIL.

USE REFLECTIVE SHEETING ACCORDING TO THE FOLLOWING TRAFFIC CONDITIONS: (NOTE: ALTERNATE 3" BLACK AND 3" YELLOW STRIPES ON A 45° ANGLE)



TRAFFIC PASSING ON THE LEFT SIDE



TRAFFIC PASSING ON BOTH SIDES

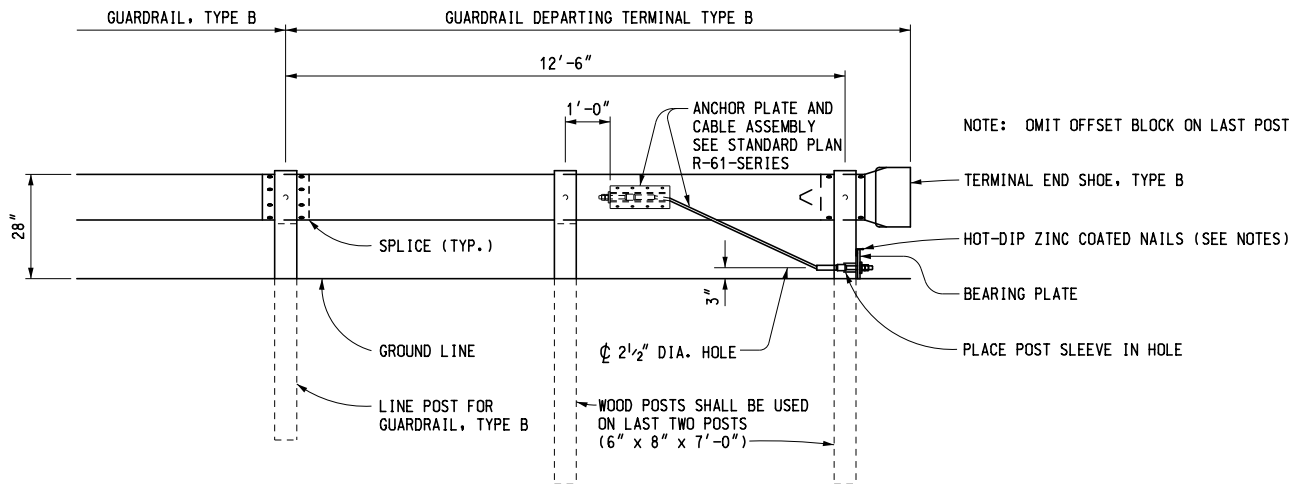
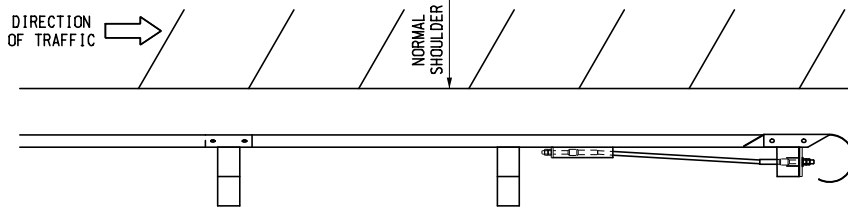


TRAFFIC PASSING ON THE RIGHT SIDE

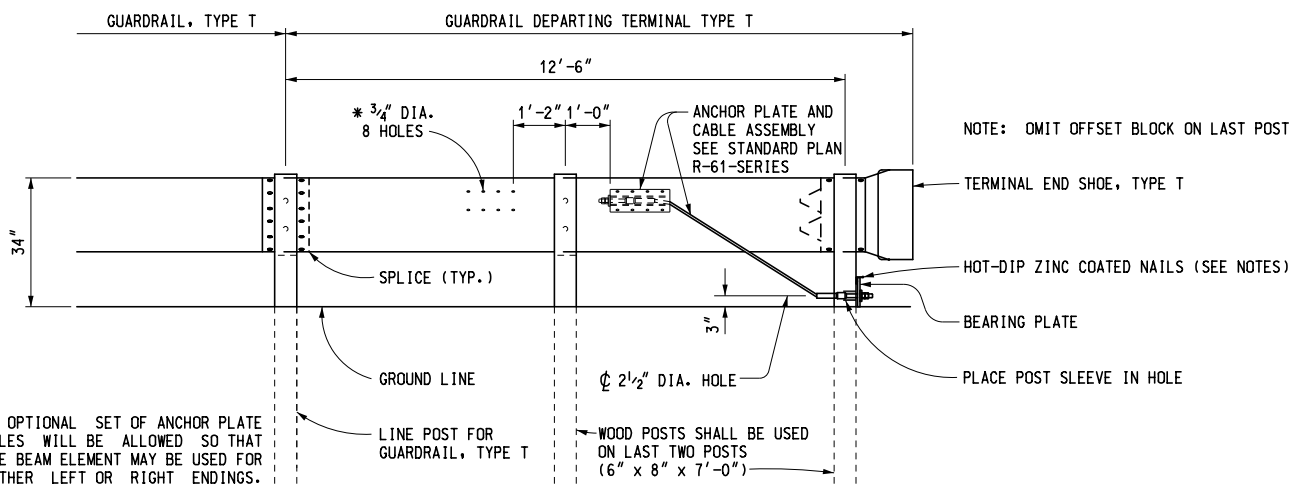
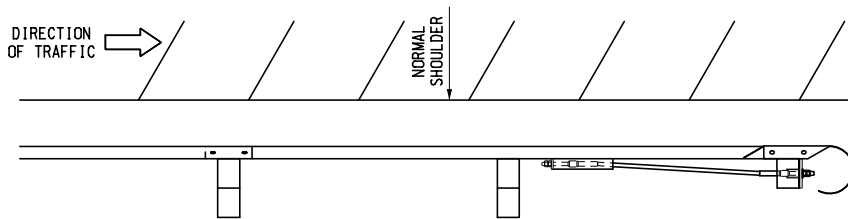
THE PORTION OF THE IMPACT HEAD ASSEMBLY FACING TRAFFIC SHALL BE COMPLETELY COVERED WITH HIGH INTENSITY ADHESIVE REFLECTIVE SHEETING.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH  
TERMINAL TYPES 2B & 2T  
(SKT, ET-PLUS & X-LITE-TANGENT-50)**





### GUARDRAIL DEPARTING TERMINAL TYPE B



\* AN OPTIONAL SET OF ANCHOR PLATE HOLES WILL BE ALLOWED SO THAT THE BEAM ELEMENT MAY BE USED FOR EITHER LEFT OR RIGHT ENDINGS. ANCHOR PLATE SHALL BE PLACED ON UPPER CORRUGATION ONLY.

### GUARDRAIL DEPARTING TERMINAL TYPE T



PREPARED BY  
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR  
Kirk T. Stedle

APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF DEVELOPMENT 233

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

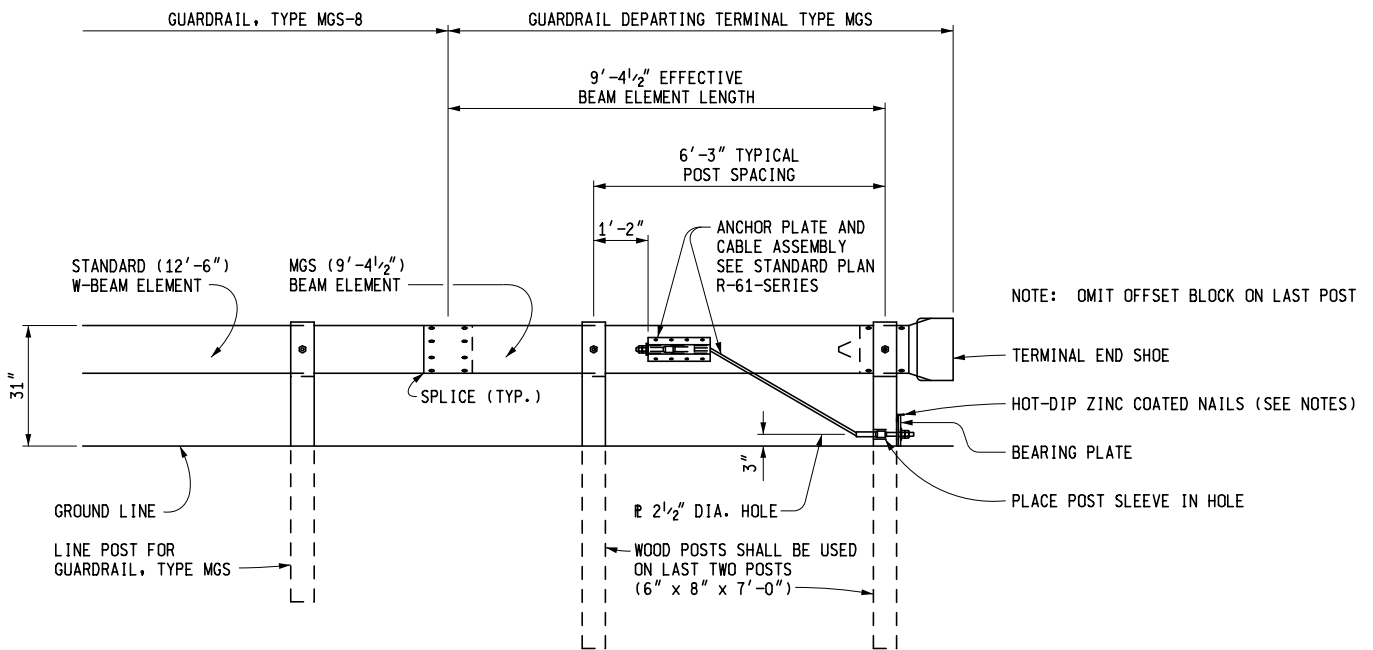
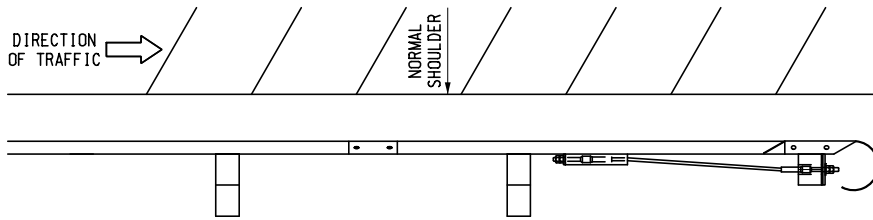
## GUARDRAIL DEPARTING TERMINAL TYPES B, T, & MGS

F.H.W.A. APPROVAL

4-27-2016  
PLAN DATE

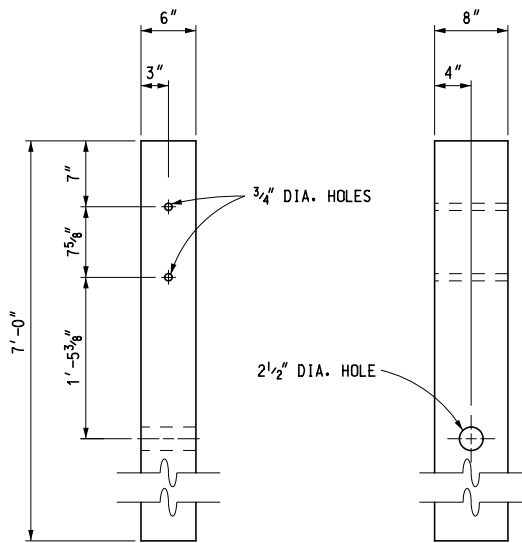
R-66-E

SHEET  
1 OF 4



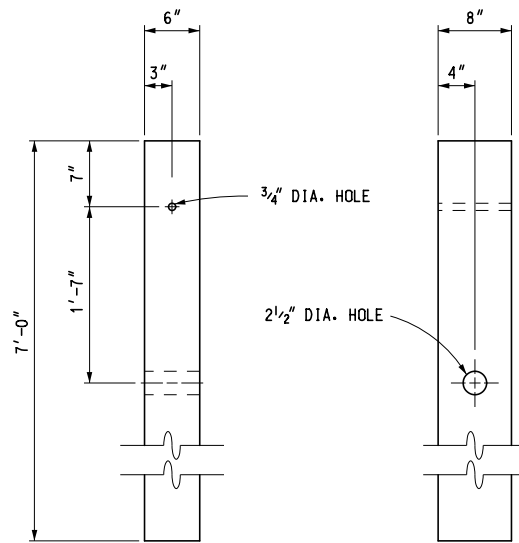
**GUARDRAIL DEPARTING TERMINAL TYPE MGS**

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR		
<h2 style="margin: 0;">GUARDRAIL DEPARTING TERMINAL TYPES B, T, &amp; MGS</h2>		
F.H.W.A. APPROVAL	4-27-2016 PLAN DATE	<b>R-66-E</b>
		SHEET 2 OF 4



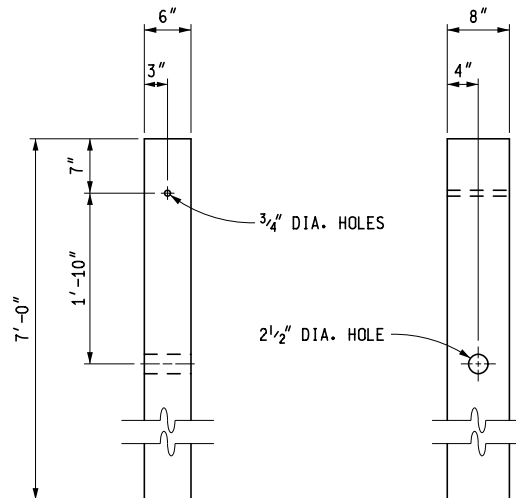
**WOOD POST DETAIL**

( FOR LAST POST, GUARDRAIL DEPARTING TERMINAL TYPE T )



**WOOD POST DETAIL**

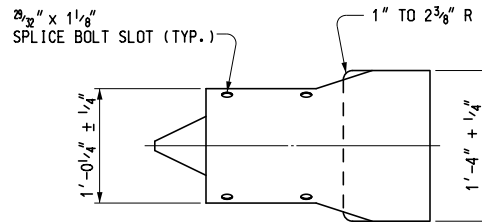
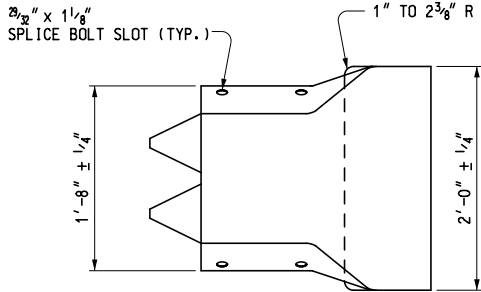
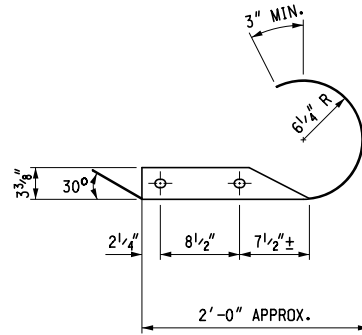
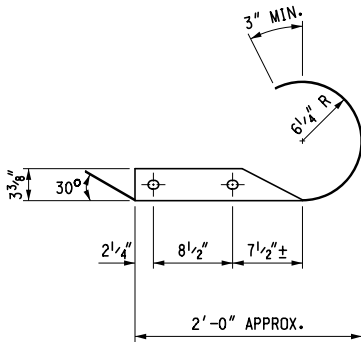
( FOR LAST POST, GUARDRAIL DEPARTING TERMINAL TYPE B )



**WOOD POST DETAIL**

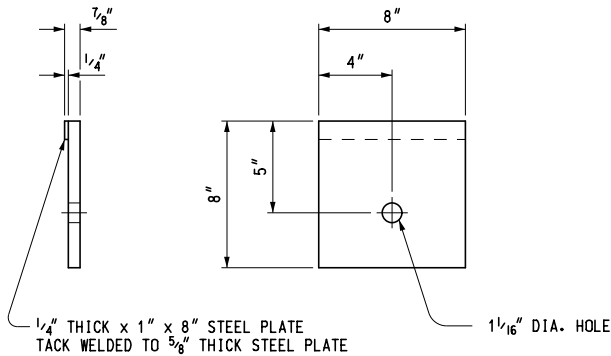
( FOR LAST POST, GUARDRAIL DEPARTING TERMINAL TYPE MGS )

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL DEPARTING  
 TERMINAL TYPES B, T, & MGS**



TERMINAL END SHOE,  
TYPE B OR TYPE MGS

TERMINAL END SHOE, TYPE T



BEARING PLATE



POST SLEEVE

NOTES:

ALL POSTS, OFFSET BLOCKS, BEAM ELEMENTS, AND HARDWARE (INCLUDING BOLTS, NUTS, AND WASHERS) SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS AND TO THE CURRENT STANDARD PLAN R-60-SERIES, WHERE APPLICABLE, EXCEPT AS SPECIFIED ON THIS STANDARD.

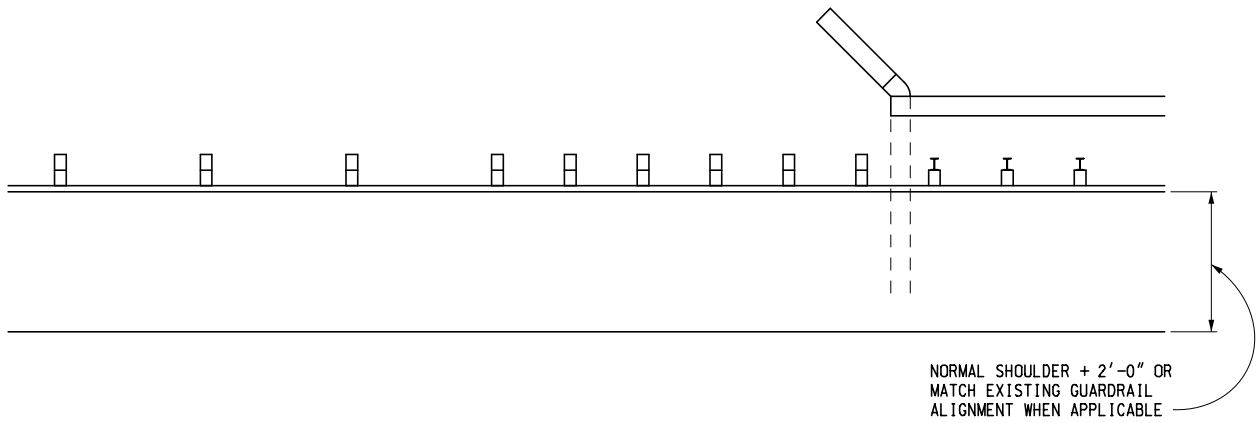
ALL 1:10 SLOPES SHALL BE GRADED TO CLASS A SLOPE TOLERANCES.

FOR DETAILS OF GUARDRAIL PLACEMENT, SEE STANDARD PLAN R-59-SERIES.

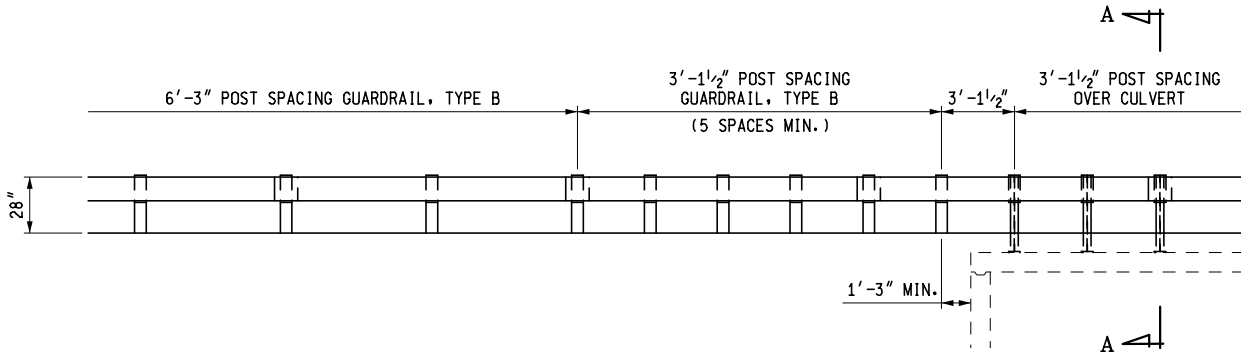
AFTER THE CABLE ASSEMBLY HAS BEEN TIGHTENED, A SECOND NUT SHALL BE INSTALLED ON EACH END OF THE CABLE SO THAT THE CABLE WILL NOT LOOSEN.

TWO HOT-DIP ZINC COATED NAILS SHALL BE DRIVEN INTO THE WOOD POST AT THE TOP OF THE BEARING PLATE TO KEEP THE BEARING PLATE FROM ROTATING.

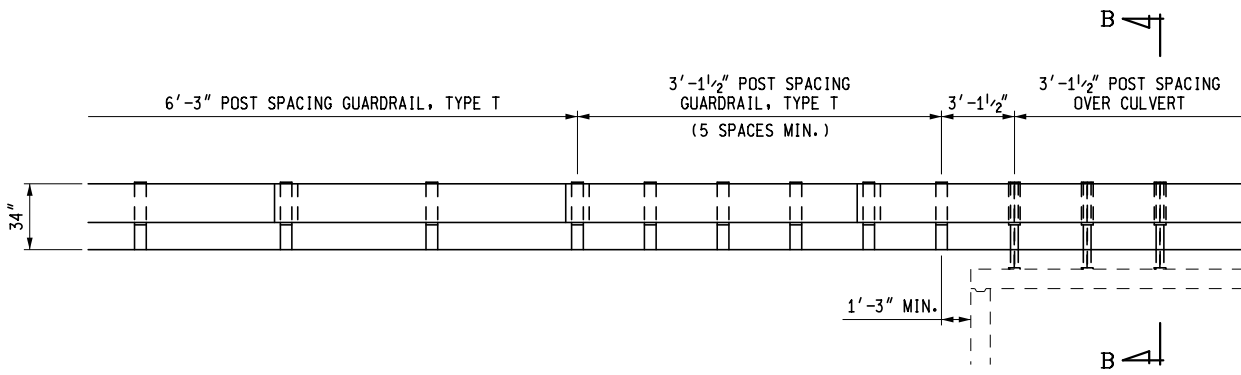
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL DEPARTING  
TERMINAL TYPES B, T, & MGS**



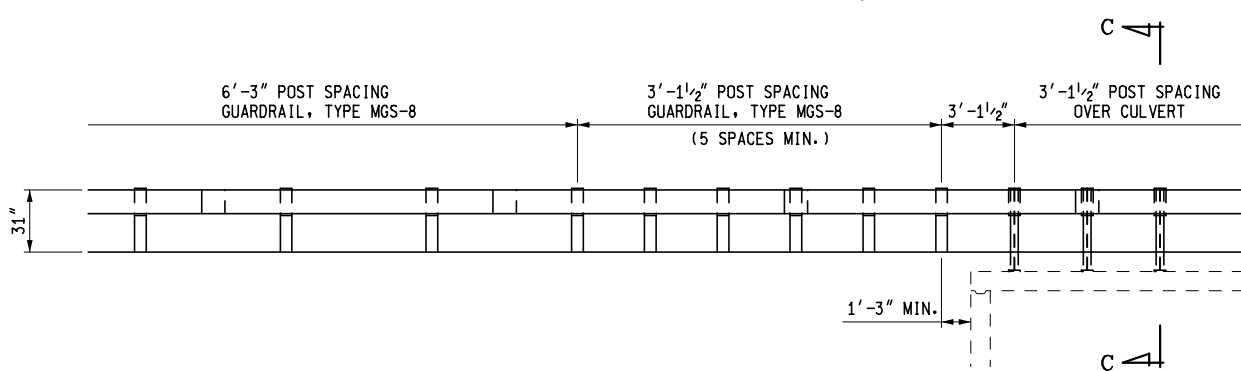
PLAN VIEW



ELEVATION SHOWING GUARDRAIL, TYPE B

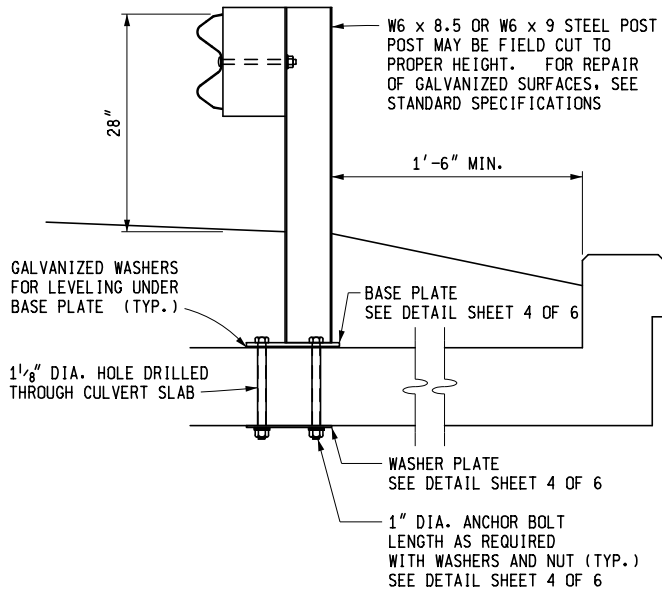


ELEVATION SHOWING GUARDRAIL, TYPE T

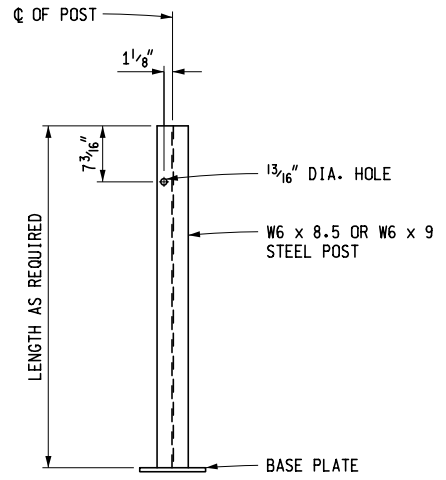


ELEVATION SHOWING GUARDRAIL, TYPE MGS-8

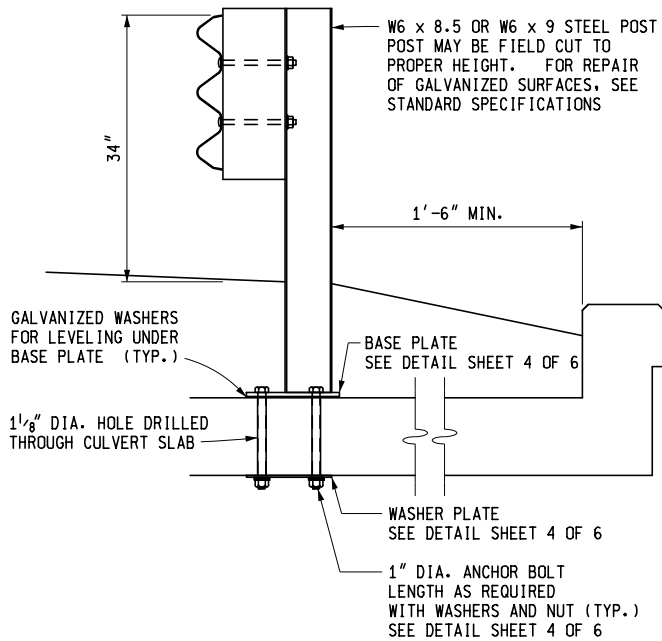
	DEPARTMENT DIRECTOR Kirk T. Steudle	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR	
	APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES	<b>GUARDRAIL OVER BOX OR SLAB CULVERTS</b>	
	APPROVED BY: _____ DIRECTOR, BUREAU OF DEVELOPMENT 237	3-15-2016 PLAN DATE	<b>R-73-F</b>
PREPARED BY DESIGN DIVISION		F.H.W.A. APPROVAL	
DRAWN BY: <u>B.L.T.</u>			
CHECKED BY: <u>W.K.P.</u>			



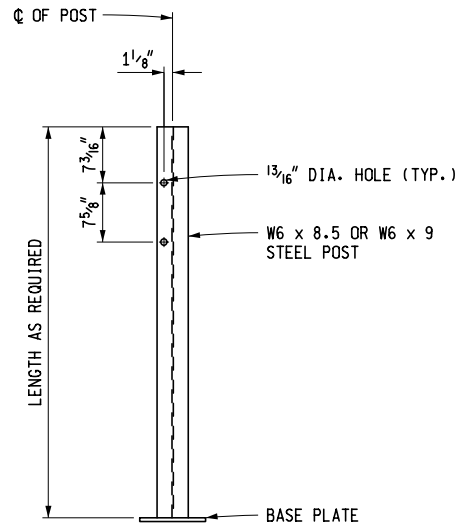
SECTION A - A



STEEL POST DETAIL FOR GUARDRAIL, TYPE B



SECTION B - B

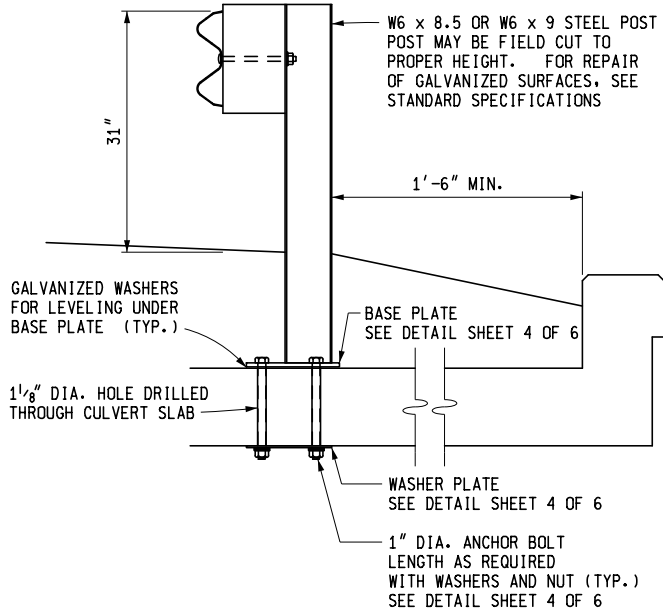


STEEL POST DETAIL FOR GUARDRAIL, TYPE T

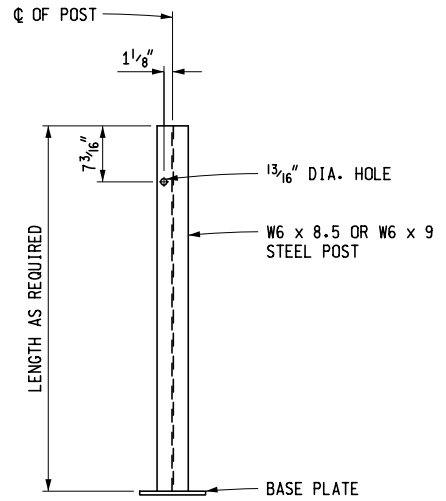
PREFERRED CONSTRUCTION METHOD

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL OVER  
BOX OR SLAB CULVERTS



**SECTION C - C**  
GUARDRAIL, TYPE MGS-8

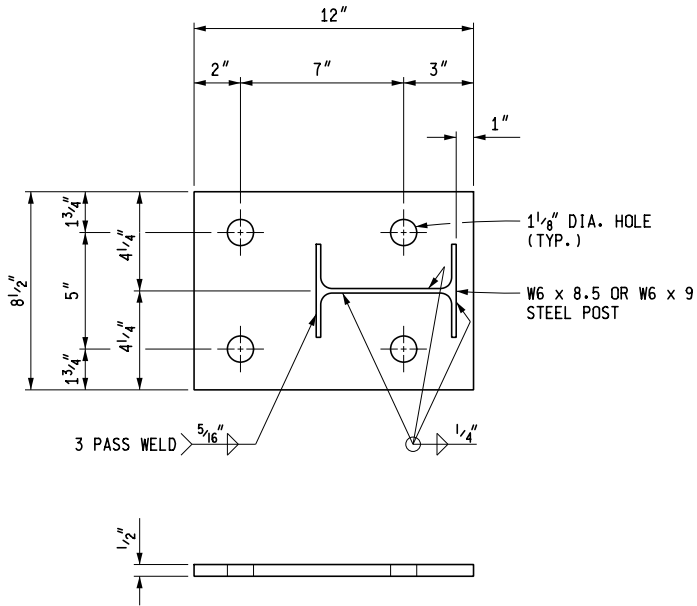


**STEEL POST DETAIL FOR GUARDRAIL, TYPE MGS-8**

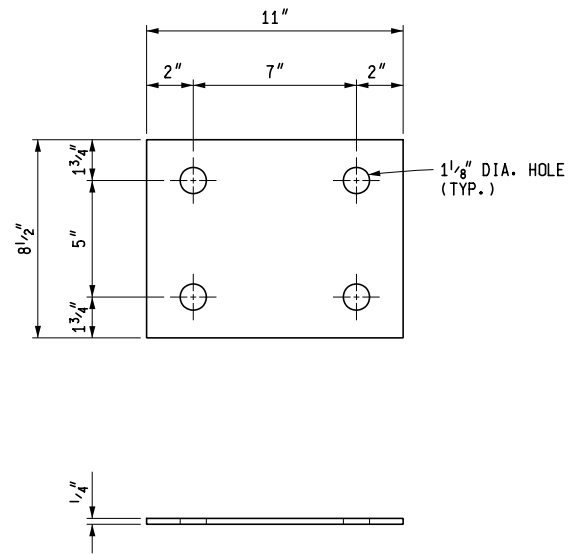
**PREFERRED CONSTRUCTION METHOD**

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

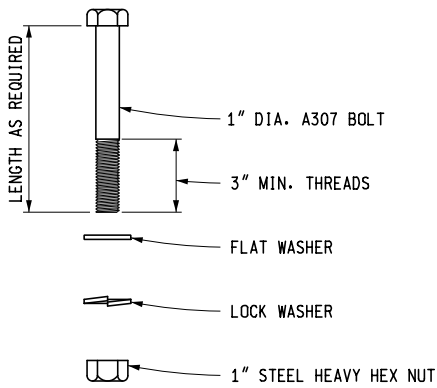
**GUARDRAIL OVER  
BOX OR SLAB CULVERTS**



**BASE PLATE DETAIL**



**WASHER PLATE DETAIL**



**ANCHOR BOLT DETAIL**

**NOTES:**

GUARDRAIL SHALL BE CONSTRUCTED AND PAID FOR ACCORDING TO THE CURRENT STANDARD PLAN R-60-SERIES AND THE CURRENT STANDARD SPECIFICATIONS. IN ADDITION, POSTS ANCHORED TO THE CULVERT SLAB WILL BE PAID FOR AS "GUARDRAIL POST, CULV", WHICH INCLUDES ALL LABOR AND MATERIALS REQUIRED TO CONSTRUCT THE POST AS DETAILED ON THIS PLAN.

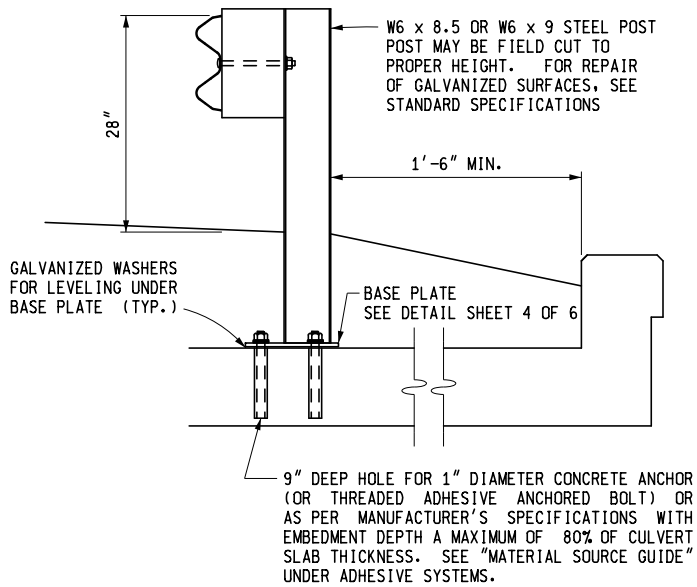
ALL MATERIALS FOR GUARDRAIL POST, CULVERT SHALL MEET THE CURRENT STANDARD SPECIFICATIONS FOR BRIDGE RAILINGS.

ALL WORK AND MATERIALS SHALL BE ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS.

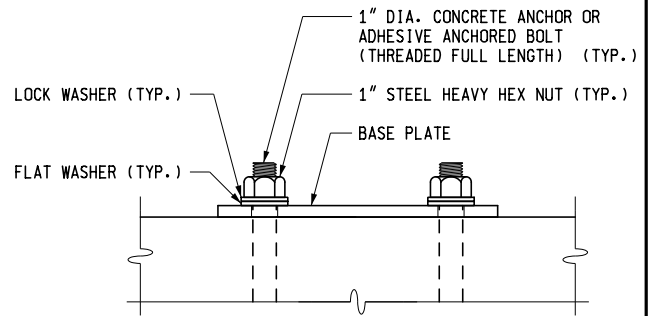
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL OVER  
BOX OR SLAB CULVERTS**

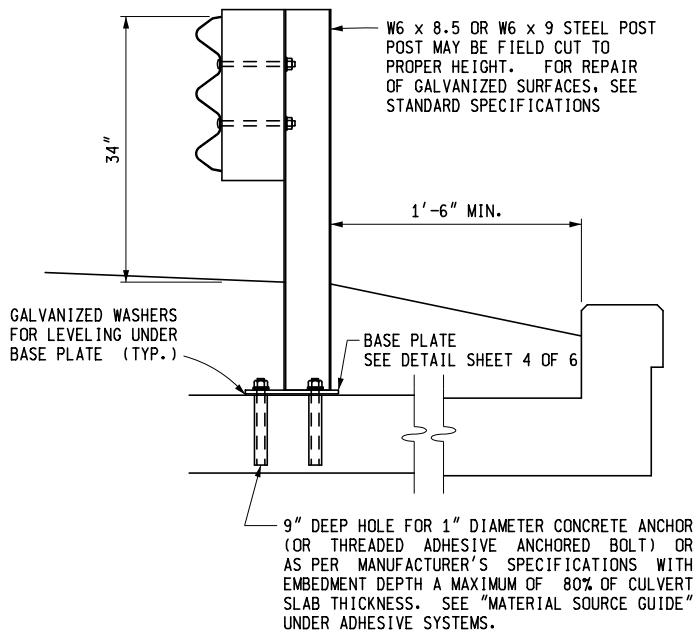




SECTION A - A



ANCHOR DETAIL

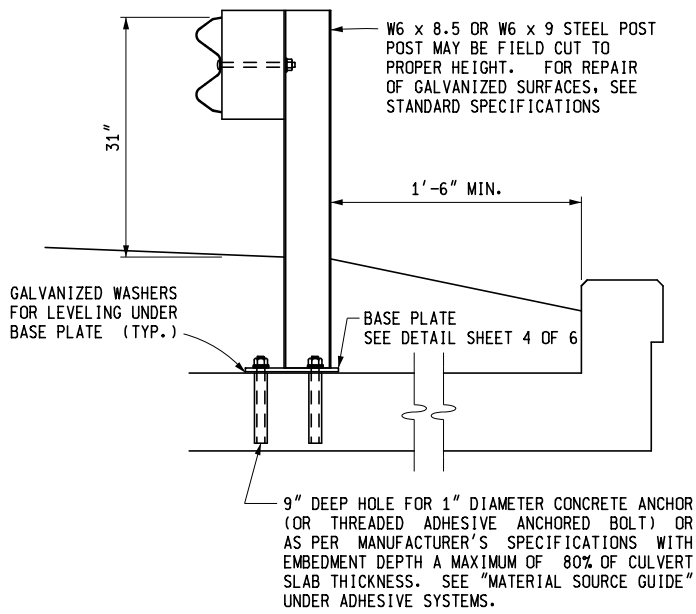


SECTION B - B

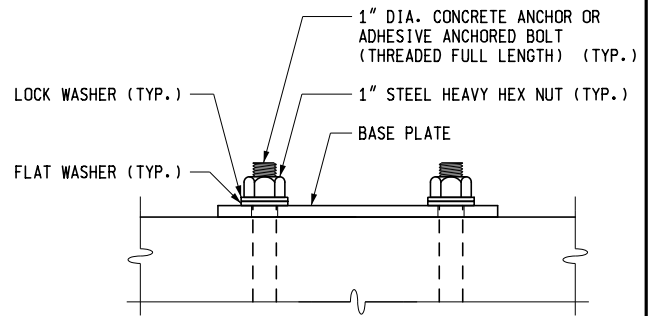
ALTERNATE CONSTRUCTION METHOD

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

GUARDRAIL OVER  
BOX OR SLAB CULVERTS



**SECTION C - C**  
GUARDRAIL, TYPE MGS-8



**ANCHOR DETAIL**

**ALTERNATE CONSTRUCTION METHOD**

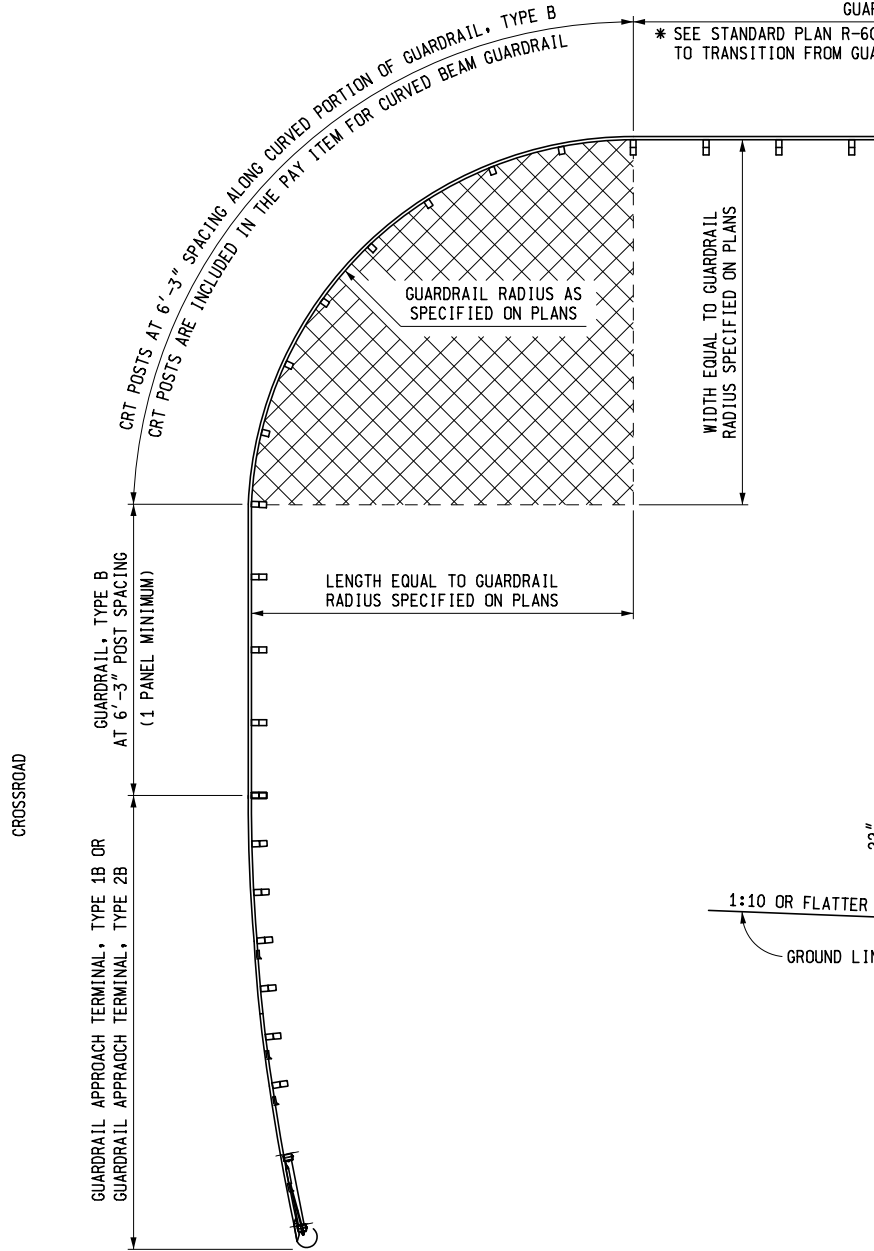
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**GUARDRAIL OVER  
BOX OR SLAB CULVERTS**

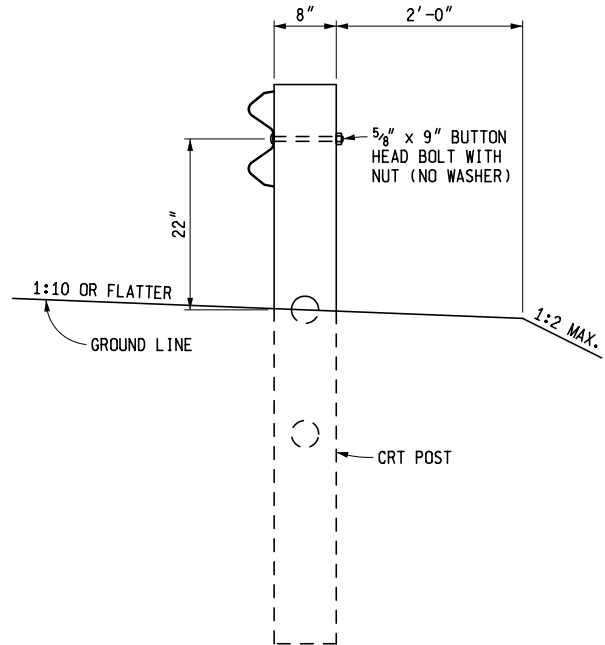
TRUNKLINE

GUARDRAIL ANCHORAGE, BRIDGE  
 GUARDRAIL, TYPE B  
 GUARDRAIL, TYPE T  
 GUARDRAIL, TYPE MGS-8 \*

\* SEE STANDARD PLAN R-60-SERIES FOR POST SPACING AND GUARDRAIL LAYOUT TO TRANSITION FROM GUARDRAIL, TYPE MGS-8 TO GUARDRAIL, TYPE B.



PLAN VIEW



TYPICAL SECTION AT CRT POST

NOTE:  
 FOR DRIVEWAYS, IF R.O.W. ALLOWS, USE DEPARTING END TERMINAL. (SEE STANDARD PLAN R-66-SERIES). IF R.O.W. IS LIMITED SUCH THAT A TYPICAL DEPARTING END TERMINAL CANNOT BE FIT IN, DRILL 8 HOLES IN THE CURVED BEAM GUARDRAIL TO ACCOMMODATE AN ANCHOR PLATE AND INSTALL A CABLE ANCHOR SIMILAR TO THAT OF THE DEPARTING END TERMINAL ON STANDARD PLAN R-66-SERIES. THIS WILL BE PAID FOR AS GUARDRAIL, DEPARTING TERMINAL.



PREPARED BY  
 DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR  
 Kirk T. Stuedle

APPROVED BY: \_\_\_\_\_  
 DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_ 243  
 DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT SPECIAL DETAIL

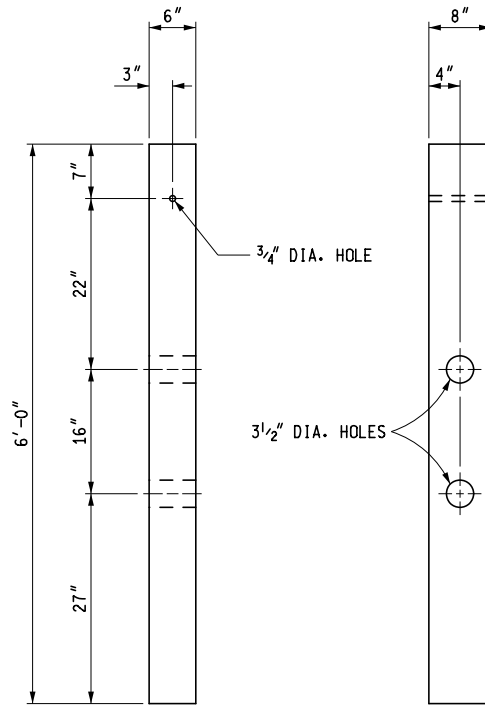
GUARDRAIL AT INTERSECTIONS

\_\_\_\_\_  
 F.H.W.A. APPROVAL

3-14-2016  
 PLAN DATE

SPECIAL DETAIL 21

SHEET 1 OF 2



**CONTROLLED RELEASING TERMINAL POST  
( CRT )**

**NOTES:**

THE SLOPE IN FRONT OF THE INSTALLATION SHOULD NOT EXCEED 1:10 AND EXTEND TO 2'-0" BEYOND THE GUARDRAIL POST. THE SLOPE BEYOND THIS HINGE LINE SHALL BE 1:2 OR FLATTER.

THE CROSS HATCHED AREA BEHIND THE CURVED GUARDRAIL SHOULD BE KEPT FREE OF FIXED OBJECTS.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT SPECIAL DETAIL

**GUARDRAIL AT INTERSECTIONS**

## NOTICE TO BIDDERS – INQUIRY

All inquiries concerning the plans and proposal for this project are to be directed to:

Dale Spencley

Name

Rural Staff Engineer

Title

spencleyd@michigan.gov

E-mail Address

517-241-3403

Phone

**All inquiries must be made by E-mail through the electronic proposal system at MDOT's e-Proposal website – [www.michigan.gov/mdot-eprop](http://www.michigan.gov/mdot-eprop).** Telephone inquiries will not be answered. To be able to process and distribute an addendum, if required, all inquiries shall be made at least seven (7) calendar days before the letting. Inquiries made after this date will be considered by MDOT, but will not require a response.

Inquiries made by E-mail must include the following information:

Proposal Item Number

Contract ID

Name of Inquiring Person

Company Name

Phone # and E-mail address

Detailed question(s) with reference to proposal page and plan sheet number

Other employees of MDOT have been instructed to direct all inquiries to the person mentioned above.

2/11/2009

Job(s): 119176A

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*\*The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

## TITLE VI ASSURANCE

### APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

## COUNTY MINORITY & FEMALE\* PERCENTAGES

1. Alcona_____5.2%	29. Gratiot_____5.2%	57. Missaukee____4.9%
2. Alger_____1.0%	30. Hillsdale____5.5%	58. Monroe_____8.8%
3. Allegan_____4.9%	31. Houghton____1.0%	59. Montcalm____4.9%
4. Alpena_____5.2%	32. Huron _____5.2%	60. Montmorency__5.2%
5. Antrim_____4.9%	33. Ingham_____5.5%	61. Muskegon____9.7%
6. Arenac_____5.2%	34. Ionia_____5.5%	62. Newaygo_____4.9%
7. Baraga_____1.0%	35. Iosco_____5.2%	63. Oakland_____17.7%
8. Barry_____7.2%	36. Iron_____1.0%	64. Oceana_____9.7%
9. Bay_____2.2%	37. Isabella_____5.2%	65. Ogemaw_____5.2%
10. Benzie_____4.9%	38. Jackson_____5.1%	66. Ontonagon____1.2%
11. Berrien_____6.2%	39. Kalamazoo___5.9%	67. Osceola_____4.9%
12. Branch_____5.5%	40. Kalkaska_____4.9%	68. Oscoda_____5.2%
13. Calhoun_____7.2%	41. Kent_____5.2%	69. Otsego_____5.2%
14. Cass_____6.2%	42. Keweenaw___1.0%	70. Ottawa_____5.2%
15. Charlevoix___4.9%	43. Lake_____4.9%	71. Presque Isle__5.2%
16. Cheboygan___5.2%	44. Lapeer _____17.7%	72. Roscommon___5.2%
17. Chippewa___5.2%	45. Leelanau_____4.9%	73. Saginaw_____14.3%
18. Clare_____5.2%	46. Lenawee_____7.3%	74. Sanilac_____16.7%
19. Clinton_____5.5%	47. Livingston___17.5%	75. Schoolcraft___1.0%
20. Crawford___5.2%	48. Luce_____5.2%	76. Shiawassee__12.6%
21. Delta_____1.0%	49. Mackinac___5.2%	77. St. Clair_____17.7%
22. Dickinson___1.0%	50. Macomb_____17.7%	78. St. Joseph___5.2%
23. Eaton_____5.5%	51. Manistee_____4.9%	79. Tuscola_____5.2%
24. Emmet_____4.9%	52. Marquette___1.0%	80. VanBuren_____5.9%
25. Genesee___12.6%	53. Mason_____4.9%	81. Washtenaw___8.5%
26. Gladwin_____5.2%	54. Mecosta_____4.9%	82. Wayne _____17.7%
27. Gogebic_____1.2%	55. Menominee___1.0%	83. Wexford_____4.9%
28. Gr. Traverse__4.9%	56. Midland_____5.2%	

\*The construction goal for women in any Michigan county is 6.9%

Minority and female percentages are taken from the Office of Federal Contract Compliance Program Statistics.



**Notice of Requirement for Affirmative Action  
To Ensure Equal Employment Opportunity for Construction  
(EXECUTIVE ORDER 11246)**

1. The offeror's or bidder's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority participation for each trade	Goals for Female participation for each trade
See County Minority and Female Percentages chart	6.9%

These goals are applicable to all Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on **(1)** its implementation of the Equal Opportunity clause, **(2)** specific affirmative action obligations required by the clause entitled *Affirmative Action Compliance Requirements for Construction*, and **(3)** its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—
  - Name, address, and telephone number of the subcontractor;
  - Employer's identification number of the subcontractor;
  - Estimated dollar amount of the subcontract;
  - Estimated starting and completion dates of the subcontract; and
  - Geographical area in which the subcontract is to be performed.
4. For this Notice, and in any contract resulting from this solicitation, the covered area is the county or counties listed in the Notice of Advertisement. When multiple counties are listed, the minority participation percentage is determined by the covered area county with the greater percentage.

[48 FR 42478, Sept. 19, 1983, as amended at 55 FR 38518, Sept. 18, 1990; 63 FR 70286, Dec. 18, 1998]

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. **As used in these specifications:**
  - a. **“Covered area” means the geographical area described in the solicitation from which this contract resulted;**
  - b. **“Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;**
  - c. **“Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.**
  - d. **“Minority” includes:**
    - (i) **Black (all person having origins in any of the Black African racial groups not of Hispanic origin); and**
    - (ii) **Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture of origin, regardless of race); and**
    - (iii) **Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, South East Asia, the Indian Subcontinent, or the Pacific Islands); and**
    - (iv) **American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation and participation or community identification).**
2. **Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.**
3. **If the Contractor is participating (pursuant to 41 CFR 60.4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such**

**Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.**

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraph 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.**
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.**
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.**
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:**
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.**
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.**
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a**

union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons

and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. **Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.**
  - l. **Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.**
  - m. **Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.**
  - n. **Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.**
  - o. **Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.**
  - p. **Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.**
8. **Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetable, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.**
9. **A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).**
10. **The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.**

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Detroit Area Office**

Christopher Edwards, Area Office Director  
 U.S. DOL/ESA/OFCCP  
 Detroit Area Office  
 211 West Fort Street  
 Detroit, Michigan 48226  
 Phone: 313/226-3728

**Michigan Counties:**

Alcona	Benzie	Clare	Grand Traverse	Isabella	Lenawee
Allegan	Berrien	Clinton	Gratiot	Kalamazoo	Livingston
Alpena	Branch	Crawford	Hillsdale	Kalkaska	Macomb
Antrim	Calhoun	Eaton	Huron	Kent	Manistee
Arenac	Cass	Emmet	Ingham	Lake	Mason
Barry	Charlevoix	Genesee	Ionia	Lapeer	Mecosta
Bay	Cheboygan	Gladwin	Iosco	Leelanau	Midland

**Michigan Counties:**

<b>Missaukee</b>	<b>Oceana</b>	<b>Roscommon</b>	<b>Van Buren</b>
<b>Monroe</b>	<b>Ogemaw</b>	<b>St. Clair</b>	<b>Washtenaw</b>
<b>Montcalm</b>	<b>Osceola</b>	<b>St. Joseph</b>	<b>Wayne</b>
<b>Montmorency</b>	<b>Oscoda</b>	<b>Saginaw</b>	<b>Wexford</b>
<b>Muskegon</b>	<b>Otsego</b>	<b>Sanilac</b>	
<b>Newaygo</b>	<b>Ottawa</b>	<b>Shiawassee</b>	
<b>Oakland</b>	<b>Presque Isle</b>	<b>Tuscola</b>	

**Milwaukee Area Office**

**Mr. Robert Potter**  
**U.S. DOL/ESA/OFCCP**  
**Milwaukee Area Office**  
**Reuss Federal Bldg., Room 1115**  
**310 West Wisconsin**  
**Milwaukee, Wisconsin 53203**  
**Phone: 414/291-3822**

**Michigan Counties:**

<b>Alger</b>	<b>Delta</b>	<b>Houghton</b>	<b>Luce</b>	<b>Menominee</b>
<b>Baraga</b>	<b>Dickinson</b>	<b>Iron</b>	<b>Mackinac</b>	<b>Ontonagon</b>
<b>Chippewa</b>	<b>Gogebic</b>	<b>Keweenaw</b>	<b>Marquette</b>	<b>Schoolcraft</b>

Appendix A to Subpart A of Part 230—Special Provisions

Specific Equal Employment Opportunity Responsibilities

1. *General.* a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer.* The contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.* a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment



opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, *i.e.*, schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment. a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. *Training and Promotion.* a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, *i.e.*, apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. *Unions.* If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor

union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. *Subcontracting.* a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.* a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

[40 FR 28053, July 3, 1975, as amended at 43 FR 19386, May 5, 1978. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

General Decision Number: **MI160001** 10/14/2016 **MI1**

Superseded General Decision Number: MI20150001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	06/10/2016
4	06/17/2016
5	06/24/2016
6	07/22/2016
7	07/29/2016
8	08/26/2016
9	09/30/2016
10	10/07/2016
11	10/14/2016

\* CARP0004-004 06/01/2016

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 26.33	19.18

\* CARP0004-005 06/01/2016

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 29.47	25.94

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 27.63	13.62
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers..	\$ 37.60	16.45
Journeyman Specialist.....	\$ 43.24	18.07
Operator A.....	\$ 31.81	14.81
Operator B.....	\$ 29.72	14.22

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 44.07	22.55
GROUP 2.....	\$ 45.07	22.55
GROUP 3.....	\$ 42.57	22.55
GROUP 4.....	\$ 43.57	22.55
GROUP 5.....	\$ 41.07	22.55
GROUP 6.....	\$ 42.07	22.55
GROUP 7.....	\$ 40.80	22.55
GROUP 8.....	\$ 41.80	22.55
GROUP 9.....	\$ 40.35	22.55
GROUP 10.....	\$ 41.35	22.55
GROUP 11.....	\$ 39.62	22.55
GROUP 12.....	\$ 40.62	22.55
GROUP 13.....	\$ 39.26	22.55
GROUP 14.....	\$ 40.26	22.55
GROUP 15.....	\$ 38.62	22.55
GROUP 16.....	\$ 36.92	22.55
GROUP 17.....	\$ 31.81	22.55
GROUP 18.....	\$ 30.40	22.55

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib  
400' or longer

GROUP 2: Engineer when operating combination of boom and jib  
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib  
300' or longer

GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib  
220' or longer

GROUP 6: Engineer when operating combination of boom and jib  
220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib  
140' or longer

GROUP 8: Engineer when operating combination of boom and jib  
140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level) on a  
crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib  
120' or longer

GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and  
excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired  
backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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ENGI0324-004 06/01/2016

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 44.07	22.55
GROUP 2.....	\$ 40.80	22.55
GROUP 3.....	\$ 39.62	22.55
GROUP 4.....	\$ 36.92	22.55
GROUP 5.....	\$ 31.81	22.55
GROUP 6.....	\$ 30.40	22.55
AREA 2		
GROUP 1.....	\$ 44.07	22.55
GROUP 2.....	\$ 40.80	22.55
GROUP 3.....	\$ 39.26	22.55
GROUP 4.....	\$ 36.92	22.55
GROUP 5.....	\$ 31.81	22.55
GROUP 6.....	\$ 30.40	22.55

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENGI0324-005 06/01/2016

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,

ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1.....	\$ 31.58	22.85
GROUP 2.....	\$ 26.85	22.85
GROUP 3.....	\$ 26.12	22.85
GROUP 4.....	\$ 25.55	22.85
AREA 2:		
GROUP 1.....	\$ 29.87	22.85
GROUP 2.....	\$ 24.98	22.85
GROUP 3.....	\$ 24.48	22.85
GROUP 4.....	\$ 24.20	22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type); Water wagon and Extend-a boom forklift



AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
AREA 1		
GROUP 1.....	\$ 31.66	22.85
GROUP 2.....	\$ 24.93	22.85
GROUP 3.....	\$ 26.23	22.85
GROUP 4.....	\$ 24.37	22.85
GROUP 5.....	\$ 24.20	22.85
AREA 2		
GROUP 1.....	\$ 31.66	22.85
GROUP 2.....	\$ 24.78	22.85
GROUP 3.....	\$ 26.08	22.85
GROUP 4.....	\$ 24.22	22.85
GROUP 5.....	\$ 23.90	22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Vacuum truck operator; Batch plant (concrete dry batch)

GROUP 3: Grease Truck

GROUP 4: Air compressor operator (600 cu. ft. per min or more); Air compressor operator (two or more, less than 600 cfm); Wagon drill operator; Concrete breaker; Tractor operator (farm type with attachment)

GROUP 5: Boiler fire tender; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Grader operator (self-propelled fine-grade or form (concrete)); Finishing machine operator (concrete); Boom or winch hoist truck operator; Endloader operator (under 1 yd. capacity); Roller operator (other than asphalt); Curing equipment operator (self-propelled); Concrete saw operator (40 h.p. or over); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); Tractor operator (farm type); End dump; Skid steer

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ENGI0324-007 05/01/2016

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 25.46	22.55
Crane operator, main boom & jib 120' or longer.....	\$ 29.21	22.55
Crane operator, main boom & jib 140' or longer.....	\$ 29.46	22.55
Crane operator, main boom & jib 220' or longer.....	\$ 29.71	22.55
Mechanic with truck and tools.....	\$ 30.21	22.55
Oiler and fireman.....	\$ 24.16	22.55
Regular operator.....	\$ 28.71	22.55

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ENGI0324-008 10/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,

OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 30.70	12.93
GROUP 2.....	\$ 29.17	12.93

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jettors and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2016

AREA 1: MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
AREA 1		
GROUP 1.....	\$ 29.23	22.80
GROUP 2.....	\$ 29.10	22.80
GROUP 3.....	\$ 27.98	22.80
GROUP 4.....	\$ 27.40	22.80
AREA 2		
GROUP 1.....	\$ 28.32	22.80
GROUP 2-A.....	\$ 28.22	22.80
GROUP 2-B.....	\$ 28.00	22.80
GROUP 3.....	\$ 27.22	22.80
GROUP 4.....	\$ 26.72	22.80

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work,"

starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

AREA 1:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader).

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

AREA 2:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor(less than D-4 equivalent), tamper (self-propelled), trencher service and grader maintenance

GROUP 4: Oiler, grease person and hydrostatic testing operator

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IRON0008-007 05/01/2015

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 26.52	24.35

General contracts less  
 than \$10,000,000.....\$ 23.11                    24.35

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2015

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 22.17	20.13
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 23.39	21.13
IRONWORKER		
Ornamental and Structural...	\$ 33.78	27.84
Reinforcing.....	\$ 28.30	24.60

IRON0055-005 07/01/2013

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 28.32	19.35

IRON0292-003 06/01/2016

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 28.81	20.16

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,  
 EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
 KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
 MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
 OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 21.68	24.37

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 LABO0005-006 10/01/2014

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 20.91	12.78
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 19.91	12.78
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 19.99	12.75
Work performed in		

conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 18.99		12.75
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....\$ 20.02		12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 19.02		12.75
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....\$ 23.29		12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.29		12.75
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....\$ 23.40		12.79
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.40		12.79
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....\$ 30.00		14.09
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 29.00		14.09
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.32		13.85
Work performed in conjunction with site		

preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.32	13.85
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 27.94	16.55
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 26.94	16.55
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....	\$ 30.00	14.09
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 29.00	14.09
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....	\$ 27.94	16.55
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 26.94	16.55
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....	\$ 24.97	15.19
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 23.97	15.19

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LABO0259-001 09/01/2016

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES  
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.



JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
 WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....	\$ 21.87	16.70
GROUP 2.....	\$ 21.98	16.70
GROUP 3.....	\$ 22.04	16.70
GROUP 4.....	\$ 22.22	16.70
GROUP 5.....	\$ 22.47	16.70
GROUP 6.....	\$ 22.80	16.70
GROUP 7.....	\$ 16.08	16.70
AREA 2		
GROUP 1.....	\$ 23.35	12.85
GROUP 2.....	\$ 23.44	12.85
GROUP 3.....	\$ 23.54	12.85
GROUP 4.....	\$ 23.70	12.85
GROUP 5.....	\$ 23.96	12.85
GROUP 6.....	\$ 24.27	12.85
GROUP 7.....	\$ 16.54	12.88

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 21.72	16.70
GROUP 2.....	\$ 21.83	16.70
GROUP 3.....	\$ 21.85	16.70
GROUP 4.....	\$ 21.96	16.70
GROUP 5.....	\$ 22.02	16.70
GROUP 6.....	\$ 19.47	16.70
GROUP 7.....	\$ 16.09	16.70
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 23.00	12.85
GROUP 2.....	\$ 23.11	12.85
GROUP 3.....	\$ 23.23	12.85
GROUP 4.....	\$ 23.30	12.85
GROUP 5.....	\$ 23.45	12.85
GROUP 6.....	\$ 20.75	12.85
GROUP 7.....	\$ 17.39	12.85
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.45	12.85
GROUP 4.....	\$ 21.50	12.85
GROUP 5.....	\$ 21.64	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 16.09	12.85
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO,		

OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, ST.  
 JOSEPH, TUSCOLA, VAN BUREN  
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.20	12.85
GROUP 2.....	\$ 20.33	12.85
GROUP 3.....	\$ 20.44	12.85
GROUP 4.....	\$ 20.51	12.85
GROUP 5.....	\$ 20.63	12.85
GROUP 6.....	\$ 17.85	12.85
GROUP 7.....	\$ 16.19	12.85

ZONE 5 - ALGER, BARAGA,  
 CHIPPEWA, DELTA,  
 DICKINSON, GOGEBIC,  
 HOUGHTON, IRON,  
 KEWEENAW, LUCE, MACKINAC,  
 MARQUETTE, MENOMINEE,  
 ONTONAGON AND SCHOOLCRAFT  
 COUNTIES:

GROUP 1.....	\$ 20.51	12.85
GROUP 2.....	\$ 20.65	12.85
GROUP 3.....	\$ 20.78	12.85
GROUP 4.....	\$ 20.83	12.85
GROUP 5.....	\$ 20.88	12.85
GROUP 6.....	\$ 18.26	12.85
GROUP 7.....	\$ 16.37	12.85

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator,

bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0465-001 06/01/2016

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 22.32	15.89
GROUP 2.....	\$ 22.45	15.89
GROUP 3.....	\$ 22.63	15.89
GROUP 4.....	\$ 22.71	15.89
GROUP 5.....	\$ 22.92	15.89
GROUP 6.....	\$ 23.22	15.89
LABORER (AREA 2)		
GROUP 1.....	\$ 20.41	15.75
GROUP 2.....	\$ 20.61	15.75
GROUP 3.....	\$ 20.85	15.75
GROUP 4.....	\$ 21.20	15.75
GROUP 5.....	\$ 21.07	15.75
GROUP 6.....	\$ 21.41	15.75

LABORER (AREA 3)

GROUP 1.....	\$ 19.66	15.75
GROUP 2.....	\$ 19.87	15.75
GROUP 3.....	\$ 20.16	15.75
GROUP 4.....	\$ 20.60	15.75
GROUP 5.....	\$ 20.22	15.75
GROUP 6.....	\$ 20.65	15.75

LABORER (AREA 4)

GROUP 1.....	\$ 19.66	15.75
GROUP 2.....	\$ 19.87	15.75
GROUP 3.....	\$ 20.16	15.75
GROUP 4.....	\$ 20.60	15.75
GROUP 5.....	\$ 20.22	15.75
GROUP 6.....	\$ 20.65	15.75

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 19.77	12.85
Zone 2.....	\$ 18.15	12.85
Zone 3.....	\$ 16.38	12.85
Zone 4.....	\$ 15.75	12.85
Zone 5.....	\$ 15.75	12.85

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

- Zone 1 - Macomb, Oakland and Wayne
- Zone 2 - Monroe and Washtenaw
- Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
- Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
- Zone 5 - Remaining Counties in Michigan

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 PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and

interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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 PAIN0312-001 06/12/2014

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 21.75	11.94
Spray, Sandblast, Sign		
Painting.....	\$ 22.75	11.94

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 PAIN0845-003 05/21/2014

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

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 PAIN0845-015 05/21/2014

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

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 PAIN0845-018 05/21/2014

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/05/2014

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.15	10.52

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to  
80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30  
per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,  
SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.  
Work with any hazardous material: \$1.00 per hour  
additional. Sandblasting, steam cleaning and acid cleaning:  
\$1.00 per hour additional. Ladder work at or above 40 ft.,  
scaffold work at or above 40 ft., swing stage, boatswain  
chair, window jacks and all work performed over a falling  
height of 40 ft.: \$1.00 per hour additional. Spray gun  
work, pick pullers and those handling needles, blowing off  
by air pressure, and any person rigging (setting up and  
moving off the ground): \$1.00 per hour additional.  
Steeplejack, tanks, gas holders, stacks, flag poles, radio  
towers and beacons, power line towers, bridges, etc.: \$1.00  
per hour additional, paid from the ground up.

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PAIN1803-003 06/01/2016

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,  
GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE,  
MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;  
OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE  
ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of		



falling heights, recovery  
of lead-based paints and  
any work associated with  
industrial plants, except  
maintenance of industrial

plants.....	\$ 25.10	13.15
All other work, including maintenance of industrial plant.....	\$ 23.68	13.15

FOOTNOTES: Spray painting, sandblasting, blowdown associated  
with spraying and blasting, water blasting and work  
involving a swing stage, boatswain chair or spider: \$1.00  
per hour additional. All work performed inside tanks,  
vessels, tank trailers, railroad cars, sewers, smoke  
stacks, boilers or other spaces having limited egress not  
including buildings, opentop tanks, pits, etc.: \$1.25 per  
hour additional.

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PLAS0514-001 06/01/2016

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW,  
WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 30.44	13.34
ZONE 2.....	\$ 28.94	13.34

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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TEAM0007-004 06/01/2015

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 25.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 24.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 25.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b

Footnote:

a. \$419.45 per week

b. \$59.50 daily

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TEAM0247-004 06/01/2004

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
 WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 20.18	.15 + a
GROUP 2.....	\$ 19.93	.15 + a
AREA 2		
GROUP 1.....	\$ 21.73	.15 + a
GROUP 2.....	\$ 21.48	.15 + a

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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 TEAM0247-010 04/01/2016

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW  
 AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 22.82	17.885
GROUP 2.....	\$ 22.91	17.885
GROUP 3.....	\$ 23.12	17.885
AREA 2		
GROUP 1.....	\$ 23.12	17.885
GROUP 2.....	\$ 23.26	17.885
GROUP 3.....	\$ 23.00405.90/wk+59.50/day	

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.17
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.89	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 22.40	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 22.89	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 20.60	12.17

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**END OF GENERAL DECISION**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Title 46 - Shipping**

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 — Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 -CARGO PREFERENCE-U.S.- FLAG VESSELS.

### **§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.**

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]