

CITY OF ANN ARBOR

INVITATION TO BID



Island Park Pedestrian Bridge Abutment Repairs

ITB #4349

Due Date: February 3, 2015 On or Before 2:00 P.M.

Community Services Area  
Parks and Recreation Unit

Issued By:

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

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ADVERTISEMENT  
FOR THE  
ISLAND PARK PEDESTRIAN BRIDGE ABUTMENT REPAIRS  
CITY OF ANN ARBOR

ITB NO.: 4349

Sealed Bids will be received by the City of Ann Arbor Customer Service Desk, First (1<sup>st</sup>) Floor, 301 East Huron Street, Guy Larcom City Hall, on or before Tuesday, February 3, 2015 by 2:00 PM (Local Time) for the construction of Island Park Pedestrian Bridge Abutment Repairs Bids will be publically opened and read aloud at this time.

Work to be done includes: partial demolition and repair of the concrete bridge abutments, restoration, and all related work.

Bid documents, plans, specifications, and addenda shall be downloaded by Bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor Purchasing website: [www.A2gov.org](http://www.A2gov.org). It is the Bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of 90 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

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

All questions shall be submitted by Tuesday, January 27, 2015 at 5:00 PM and should be addressed as follows:

Specification/Scope of Work questions emailed to [neil.wager@stantec.com](mailto:neil.wager@stantec.com)

Bid Process and HR Compliance questions emailed to [MBerryman@a2gov.org](mailto:MBerryman@a2gov.org).

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on Thursday, January 15, 2015 at 9:00 a.m. at the Island Park, City of Ann Arbor located on Island Drive. See the Site location Map of the official plan set for further clarification.

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

## **INSTRUCTIONS TO BIDDERS**

### **General**

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

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

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

### **Preparation of Bids**

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

Bids must be submitted on Page Numbers ITB 1-3 and on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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

### **Questions or Clarification on ITB Specifications**

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

All questions shall be submitted by Tuesday, January 27, 2015 at 5:00 PM and should be addressed as follows:

Specification/Scope of Work questions emailed to [neil.wager@stantec.com](mailto:neil.wager@stantec.com)

Bid Process and HR Compliance questions emailed to [MBerryman@a2gov.org](mailto:MBerryman@a2gov.org).

### **Addenda**

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

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

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

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, February 3, 2015 by 2:00 PM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) additional Bid copies in a sealed envelope clearly marked: **ITB No. 4349 – Island Park Pedestrian Bridge Abutment Repairs**.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
C/O Customer Service Department 1st Floor  
Procurement Unit  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48104

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

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

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

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.



The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

## **Qualifications**

**The City will evaluate Proposals based on cost as well as experience. Contractors that have not included the required list of similar work experience and associated references in Section 5 of the Bid Form may have their bid rejected.**

As part of the proposal, Bidders shall provide documentation that the Bidder's company has at least 10 years of experience performing construction on similar projects. Bidders shall also submit the attached form, "Section 5 – References," which identifies a minimum of three projects completed in the past five years on similar projects, including construction cost, contractor and subcontractor information, that demonstrate similar work experience and complexity to that included within these contract documents.

All key staff and subcontractors are subject to the approval by the City.

## **Official Documents**

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## **Bid Security**

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

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 90 days specified in the Advertisement.

## **Contract Time**

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

## **Liquidated Damages**

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

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

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

## **Human Rights Information**

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms or an acceptable equivalent. In the event Human Rights forms are not submitted with bid, the Bidder will have 24 hours to provide once requested by the City.

## **Wage Requirements**

Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

## **Conflict of Interest Disclosure**

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

## **Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

## **Debarment**

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

## **Disclosures**

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act". The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## **Bid Protest**

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

## **Reservation of Rights**

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

## CONTRACT COMPLIANCE FORMS

### City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

#### For Completing CONTRACT COMPLIANCE FORM

##### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/Bidders/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/Bidders/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/Bidder submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/Bidder has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

##### To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

**For assistance in completing the form, contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE**  
**CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations where applicable)*

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	or Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

Form #2

*Local Office (Only those employees that will do local or on-site work, if applicable)*

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- \_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

_____	_____
Company Name	Address, City, State, Zip
_____	_____
Signature of Authorized Representative	Phone (area code)
_____	_____
Type or Print Name and Title	Email address
_____	
Date signed	

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

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015**

**\$12.70 per hour**

If the employer provides health care benefits\*

**\$14.18 per hour**

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

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

## **ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@a2gov.org)**





Vendor Conflict of Interest Disclosure Form

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

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

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

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

Table with 2 columns: Vendor Name, Vendor Phone Number. Section: Conflict of Interest Disclosure \*. Includes fields for Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest, and checkboxes for Relationship to employee, Interest in vendor's company, and Other.

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
No, named employee was not involved in procurement process or decision.

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48104

Ladies and Gentlemen:

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

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting

requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

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

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

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

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

By signing below the authorized representative of the Bidder hereby certifies that:

The Bidder is:

- A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this Bid.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## BID FORM

### Section 1 – Schedule of Prices

Project: Island Park Pedestrian Bridge Abutment Repairs  
ITB No.: 4349

Bidder's Name: \_\_\_\_\_

#### Notes:

1. All bidders shall provide a Unit Price and Total Price for all bid items specified.
2. Quantities included in the bid table represent estimated quantities for different work. The CONTRACTOR shall be compensated for the actual number of items completed using the unit prices provided.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.

#### **Bid Items**

The Bidder agrees to complete the Project and all related work, as specified and shown on the drawings, for the following unit prices.

<b>ISLAND PARK PEDESTRIAN BRIDGE ABUTMENT REPAIRS</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	General Conditions, Insurance, Bonds, Mobilization Max. 5% of Bid	1	LS	\$	\$
2	Demolition & Repair of Bridge Abutments	1	LS	\$	\$
3	Removal, Store, and Reinstallation of Bridge Deck and Appurtenances	1	LS	\$	\$
4	Soil Erosion Control	1	LS	\$	\$
5	Riprap – MDOT Heavy	1	LS	\$	\$
6	Demobilization and Final Restoration	1	LS	\$	\$
7	Allowance – Misc. Repairs	1	LS	\$	\$ 15,000.00
<b>TOTAL BID</b>					<b>\$</b>

**TOTAL BID AMOUNT**

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

## BID FORM

### Section 2 - Material and Equipment Alternates

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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_

## BID FORM

### Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_



## BID FORM

### Section 4 - Major Subcontractors

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
	Dewatering	
	Heavy Equipment Operator	
	Demolition	
	Rebar Installation	
	Concrete Repairs	
	Landscaping	

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_





## BID FORM

### Section 6 – Certification for Self-Performed Work

In submitting this Bid and by signing below, the Bidder certifies that, as General Contractor, they shall self-perform 50% or greater of the work (based upon the Lump Sum Base Bid fee). For the purposes of this Contract, self-performed work shall not include administrative costs, overhead, profit, management, on-site supervision and all other construction management.

At the City's request, the bidder shall provide supporting documentation during the Bid phase and construction phase demonstrating compliance.

Signature of Authorized Representative of Bidder \_\_\_\_\_

## CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_ (“Contractor”)

\_\_\_\_\_  
(An individual/partnership/corporation, include state of incorporation)

\_\_\_\_\_  
(Address)

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

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “Island Park Pedestrian Bridge Abutment Repairs” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract  
Living Wage Declaration of  
Compliance Forms  
(if applicable)  
Bid Forms  
Contract and Exhibits  
Bonds

General Conditions  
Standard Specifications  
Detailed Specifications  
Plans  
Addenda

### ARTICLE II - Definitions

Administering Service Area/Unit means Community Services Area.

Supervising Professional or Owner means Utilities Engineer or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Engineer or Owner’s Representative means Consulting Professional acting under the authorization of the Supervising Professional/Owner.

Project means, Island Park Pedestrian Bridge Abutment Repairs, Bid No. ITB #4349

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

- (B) The entire work for this Contract shall be completed within seventy (70) consecutive days. Shorter completion times for certain portions of the work may be specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications or Plans identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount equal to that identified in Specifications or Plans for each portion or Phase of the work not timely completed for each calendar day of delay in completion of each portion of the work.

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

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### ARTICLE IV - The Contract Sum

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

#### ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

## ARTICLE VI - Choice of Law

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

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

## ARTICLE VII - Relationship of the Parties

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

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

## ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing.

## ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Sumedh Bahl, Community Services  
Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



PERFORMANCE BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for
- \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 20\_\_, for: \_\_\_\_\_ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_  
of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated \_\_\_\_\_, 20\_\_, for \_\_\_\_\_  
\_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

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

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

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

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

### **Section 2 - Order of Completion**

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

### **Section 3 - Familiarity with Work**

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

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

## Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

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

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/Bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/Bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/Bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/Bidder or grantee.

### **1:815. Living Wages Required.**

- (1) Every contractor/Bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.78 an hour or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$14.25 a hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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

#### Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor further agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

#### 9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All Contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All Contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City Contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the

Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other Contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the Contractor's labor recruitment area. In the case of construction Contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction Contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All Contracts shall include provisions through which the Contractor agrees, in addition to any other applicable Federal or State labor laws:
  - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the Contractor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of Contractors not in compliance.
- (6) All City Contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the Contract for which the City shall be entitled, at its option, to do any or all of the following:
  - (a) To cancel, terminate, or suspend the Contract in whole or part and/or refuse to make any required periodic payments under the Contract;
  - (b) Declare the Contractor ineligible for the award of any future contracts with the City for a specified length of time;
  - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

(e) In addition the Contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

#### Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

#### Section 7 - Qualifications for Employment

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

#### Section 8 - Royalties and Patents

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

## Section 9 - Permits and Regulations

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

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

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

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

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

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

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

## Section 11 - Inspection of Work

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

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

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an



authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

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

#### Section 12 - Superintendence

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

#### Section 13 - Changes in the Work

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

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

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

#### Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;

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

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

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

#### Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

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

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

power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

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

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

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

#### Section 16 - Progress Payments

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

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

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

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

#### Section 17 - Deductions for Uncorrected Work

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

#### Section 18 - Correction of Work Before Final Payment

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

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

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

## Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

## Section 20 - Suspension of Work

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

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

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

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

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

## Section 22 - Contractor's Right to Terminate Contract

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

## Section 23 - City's Right To Do Work

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

## Section 24 - Removal of Equipment and Supplies

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

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

## Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

## Section 26 - Partial Completion and Acceptance

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

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

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

#### Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

#### Section 28 - Contractor's Insurance

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
  1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional



insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

#### Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

#### Section 30 - Damage Claims

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

#### Section 31 - Refusal to Obey Instructions

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

#### Section 32 - Assignment

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

#### Section 33 - Rights of Various Interests

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

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

## Section 34 - Subcontracts

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

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

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

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

## Section 35 - Supervising Professional's Status

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

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

## Section 36 - Supervising Professional's Decisions

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

## Section 37 - Storing Materials and Supplies

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

## Section 38 - Lands for Work

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

### Section 39 - Cleaning Up

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

### Section 40 - Salvage

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

### Section 41 - Night, Saturday or Sunday Work

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

### Section 42 - Sales Taxes

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





## **SUPPLEMENTAL GENERAL CONDITIONS**

### **General Safety Requirements**

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall flow down all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the City along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies provided to the City of Ann Arbor must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

## **STANDARD SPECIFICATIONS**

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

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. Copies of the Standard Specifications can also be downloaded from the web link:

[http://www.a2gov.org/government/publicservices/project\\_management/privatedev/pages/standardspecificationsbook.aspx](http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx).



## DETAILED SPECIFICATIONS

## **SECTION 01000**

### **GENERAL REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION OF WORK**

- A. Work under this Contract consists of repairs to the abutments of Island Park Pedestrian Bridge and all related work.
- B. It is the intent of these Contract Documents that the CONTRACTOR provides a complete and finished product. Items shown on the Drawings and Specifications not specifically connected to a heading in the Bid Form are to be considered as incidental to the work.
- C. The CONTRACTOR is to be provided with two different options for the handling of the bridge span. The CONTRACTOR may temporarily remove the precast concrete span and store it for reuse, or the CONTRACTOR may temporarily jack up the bridge span and brace for the duration of the work. Should the CONTRACTOR choose to jack up the bridge span the following conditions must be met.
  - 1. It shall be the CONTRACTOR's responsibility to design, construct, and protect the bracing system supporting the bridge span. The CONTRACTOR shall have a professional engineer registered in Michigan sign and seal the design for review and approval.
  - 2. The CONTRACTOR may not obstruct the flow of the river with the bracing system.

##### **1.2 EXISTING FACILITIES ACCESS**

- A. The CONTRACTOR shall be responsible for maintaining safe access for the public to the existing park areas beyond the work zones.
- B. Access to the parks shall not be temporarily disrupted without coordination with and prior approval of the OWNER.
- C. Prior to commencing work, the CONTRACTOR shall submit to the OWNER a plan for bringing construction traffic to and from the site.

##### **1.3 CONSTRUCTION WATER**

- A. Water for construction is not available from the OWNER and may not be obtained from the existing facilities. The CONTRACTOR shall be responsible for providing all construction water required for the project.

##### **1.4 CONSTRUCTION POWER**

- A. Power for construction is not available from the OWNER and may not be obtained from the existing facilities. The CONTRACTOR will be responsible for providing all temporary power. If additional power is needed, a temporary metered connection or portable generators shall be provided by the CONTRACTOR at his own expense.

## **1.5 NOTIFICATION OF UTILITIES**

- A. The CONTRACTOR shall notify all utilities prior to any excavation.
- B. MISS DIG – Utility providers are members of a utility communication system called "MISS DIG" that provides service to participating utilities. The CONTRACTORS shall contact "MISS DIG" not less than 72 hours before starting construction for assistance in locating utilities or for any work to be done on utilities. The toll free phone number is (800) 482-7171.

## **1.6 WORK SCHEDULE**

- A. The CONTRACTOR shall provide a work schedule. The schedule shall be complete and shall show in detail the manner in which he proposes to complete the work under this Contract and approximate monthly billing of the Contract. The purpose of the schedule is to assist the OWNER in notifying the public of inconveniences and to anticipate cash-flow on the job, and to determine if the CONTRACTOR is reasonably proceeding with the work to assure completion within the specified time.
- B. Work hours shall be restricted to Monday through Friday, 7AM to 7PM. Work shall not be conducted on City holidays. Exceptions to work hour limits shall be only by written permission of the OWNER.

## **1.7 CONSTRUCTION SEQUENCE**

- A. The CONTRACTOR shall coordinate and schedule his work with the OWNER when his operation may affect access to existing facilities or interfere with park access and operations. The CONTRACTOR shall coordinate his operations with the OWNER.
- B. Prior to commencing the work, the CONTRACTOR shall provide the ENGINEER a detailed schedule of the proposed work. The schedule shall include a list of tasks required to complete the work; their relevancy to each other; expected duration; and completion dates.
- C. The CONTRACTOR is responsible for presenting a sequence with schedule to the OWNER/ENGINEER for review. All proposed improvements shall be constructed only in accordance with an approved schedule.

## **1.8 TRAFFIC MAINTENANCE**

- A. Sidewalks accessing the bridge must be barricaded and signed, in accordance with the Michigan Manual of Uniform Traffic Control Devices.
- B. Because the availability of roads and streets is critical for the traveling public, the CONTRACTOR shall not close a road to traffic at any time. Through and local traffic shall always be maintained by the use of 2-lane construction techniques and by the use of temporary roadways and flaggers.
- C. The CONTRACTOR shall provide all required Type II and Type III barricades, flashers, flashing arrows, flaggers, and all signing required to properly and safely maintain traffic flow through the construction area in accordance with the Michigan Manual of Uniform Traffic Control Devices. The CONTRACTOR shall provide as many signs and barricades as required by the ENGINEER to protect and maintain traffic through this area at all times. The CONTRACTOR shall add any additional devices required by the ENGINEER to provide a smooth flow of traffic.

- D. In the event of the CONTRACTOR's failure to comply with these provisions, the OWNER may with or without notice, cause the same to be done; and will deduct the cost of such work from any money due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER or at the OWNER's insistence, shall serve in no way to release the CONTRACTOR from their general or particular liability for the safety of the Public or the work.
- E. Access to fire hydrants and water valves shall always be maintained. The CONTRACTOR's truck and equipment operations on public streets shall be governed by City or County regulations as applicable, and all other local traffic ordinances, and regulations of the Fire and Police Departments.
- F. Payment for traffic maintenance, the furnishing of flaggers, barricades, signs, flashers and maintenance of these shall be incidental to the Contract.

## **1.9 CONSTRUCTION PERMITS**

- A. The CONTRACTOR shall follow the requirements established by all permits necessary for the construction of this project. The following is a list of permits that must be obtained prior to the beginning of construction.
  - 1. Soil Erosion and Sedimentation Control Permit. CONTRACTOR shall obtain from the City of Ann Arbor.
  - 2. MDEQ Joint Permit (obtained by the OWNER).
- B. The Soil Erosion and Sedimentation Control permit shall be issued by the City of Ann Arbor. CONTRACTOR shall be responsible for applying, obtaining, and paying for the permit. The CONTRACTOR will be required to adhere to all requirements of the permit. The CONTRACTOR shall have an SESC-certified inspector assigned to the project to complete all required inspections and reports. An electronic copy of all inspections shall be provided to the OWNER.
- C. The Michigan Department of Environmental Quality (MDEQ) Joint Permit will be applied for and obtained by the OWNER through the MDEQ. The CONTRACTOR shall obtain a copy of this permit from the OWNER prior to construction.

## **1.10 MATERIAL TESTING**

- A. The CONTRACTOR shall provide and pay for the service of an independent testing laboratory, approved by the ENGINEER, to provide all material and compaction testing. The type and minimum frequency of testing shall be as follows:
  - 1. Concrete
    - Temperature, slump, air entrainment (each load)
    - 5 cylinders for strength testing (each load)
  - 2. Soils
    - Sieve analysis from certified pit (each source)
    - Modified proctor
    - Compaction testing for all fill materials – two (2) per location, each 8-inch lift.

- B. The CONTRACTOR shall notify the OWNER and ENGINEER of all previous test results at least 48 hours in advance of all new materials to be used. Any area failing tests shall be corrected and retested at the CONTRACTOR's expense.
- C. CONTRACTOR shall furnish copies of all test reports to the OWNER and ENGINEER.
- D. Pre-approved companies for concrete and soils testing shall be: CTI & Associates (CTI); Testing Engineers & Consultants, Inc. (TEC); Soils and Materials Engineers, Inc. (SME); Haengel & Associates Engineering, Inc. (HAE).

#### **1.11 DUST AND MUD CONTROL**

- A. All haul roads, detour roads, and other public and private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition during the life of this Contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control the dust.
- B. Cost of providing dust control shall be included as part of traffic maintenance.
- C. Should the CONTRACTOR be negligent in providing dust control, the OWNER may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER, or by the OWNER's direction, shall service in no way to release the CONTRACTOR from liability for dust control.

#### **1.12 DIGITAL PHOTOGRAPHIC RECORD**

- A. The CONTRACTOR shall furnish to the OWNER a digital photographic record for all areas proposed for improvement and all access ways to the work area. Areas to be photographed include but are not limited to the access drive, parking areas, storage and staging areas, adjacent pavilion, and wooden walkway adjacent to the south abutment. In general, the CONTRACTOR shall include parking lots, access paths for construction traffic, storage and staging areas and other areas that may be impacted by his activities.
- B. The photographs shall be stored on a CD or DVD of such quality to accurately show the existing conditions. The record shall be produced one (1) week prior to the placement of materials or equipment in the construction area.
- C. The record shall include overview photos of the entire area; and detailed photos of key features. The overview photographs should enable to viewer to identify both the area in question and the particular items that are shown in detail in the photographs immediately following.

#### **1.13 PROJECT PROGRESS MEETING**

- A. It shall be the responsibility of the CONTRACTOR to have a representative, including key subcontractors, present at each meeting. The CONTRACTOR shall be available for meetings shall be held at least twice a month as necessary.

## 1.14 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

### A. GENERAL

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

### B. MEASUREMENT

Quantities of work completed under the Contract will be measured by the ENGINEER according to the United States standard measures. When tons are specified, the unit shall be the ton of 2000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

### C. PAYMENT

In each and every instance in the following Measurement and Payment Schedule, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, "**The contract unit price bid in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Plans and Specifications.**" Payment shall be made on the basis of the actual quantity of the item completed and accepted at the unit price for such item named in the Proposal.

**BID ITEMS – BASE BID  
(ITEMS APPLY SEPARATELY TO EACH LOCATION SPECIFIED IN THE BID FORM)**

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
General Conditions, Insurance, Bonds Mobilization	By the unit lump sum (LS).	The complete cost of insurance, bonds, permits and mobilization for the project and other requirements of General Conditions. Includes offices, stores, conveniences, and other temporary facilities, soil erosion and site preparation, and whatever means the CONTRACTOR deems necessary for accessing the work, organizing the project, coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit requirements, Shop Drawings, paperwork, bringing equipment to the site as required, management of job, and all related work. Any costs assumed to be above and beyond the value of this pay item shall be incidental to other pay items in the Contract. The maximum amount of this item shall be 5% of Contract Total. Item pays 70% upon mobilization and balance at 50% contract completion.
Demolition and Repair of Bridge Abutments	By the unit lump sum (LS).	Perform specified demolition and repair of the bridges concrete abutments and all related components including: cement, rebar, adhesive anchors, and crack repairs.
Removal, Store, and Reinstallation of Bridge Deck and Appurtenances	By the unit lump sum (LS).	Disassemble, remove, store, refurbish, and reinstall concrete span and all related components including: guard rail system, wood decking, localized temporary river control measures and required dewatering equipment, and all other items shown on the Drawings. Item pays 50% upon removal and storage and balance when reinstallation is complete.

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Jack-up, Support, and Reinstallation of Bridge Deck and Appurtenances	By the unit lump sum (LS)	Disassemble, jack-up, support, refurbish, and reinstall concrete span and all related components including; : guard rail system, wood decking, localized temporary river control measures and required dewatering equipment, and all other items shown on the Drawings. Item pays 50% upon removal and storage and balance when reinstallation is complete.
Soil Erosion Control	By the unit lump sum (LS).	Install and remove required silt fencing, turbidity curtains and other specified erosion control measures. Includes restoration of areas affected by performance of this work. Item pays 50% upon installation and balance at contract substantial completion.
Miscellaneous Concrete Repairs	By the unit lump sum (LS).	Concrete repairs, including repair of the two (2) abutments as called out; concreting or grouting voids under sidewalks and all related work. Includes all required shoring, cofferdams, and dewatering. Item pays 50% upon installation of cofferdams and dewatering system and balance at contract substantial completion.
Riprap – MDOT Heavy	By the unit lump sum (LS).	Delivery and placement, including load tickets and ENGINEER's field verification of quantity in place. Item pays 50% upon delivery and balance upon installation.
Demobilization and Final Restoration	By the unit lump sum (LS).	Removal of equipment from the site, restoration, and return of all OWNER facilities to full use. Establishment of restoration. Item pays 70% upon substantial completion and balance at contract closeout.
Allowance – Misc. Repairs	By the unit lump sum allowance (LS).	Allowance is to be used for required unforeseen work as determined necessary by the OWNER. This excludes work called out under other Bid Items.

END OF SECTION

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS



## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY OF WORK**

- A. Work under this Contract consists of repair of abutments for an existing pedestrian bridge and all related work.
- B. It is anticipated that the existing precast bridge will have to be temporarily removed or jacked up and supported for the duration of repairs, stored, protected and returned to its present location.

##### **1.2 CONTRACT DOCUMENTS**

- A. The Work to be done is shown on the set of Drawings entitled Island Park Pedestrian Bridge - Abutment Repair. The numbers and titles of all Drawings appear on the cover sheet of the Drawings. All Drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. Division 16 would thus include Sections 16000 through 16955.
- C. The prime CONTRACTOR shall be responsible for all work in the Contract Documents regardless of the division of disciplines.

##### **1.3 GENERAL ARRANGEMENT**

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment CONTRACTOR proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the ENGINEER for approval by OWNER and ENGINEER. No such departures shall be made without the prior written approval of the OWNER or ENGINEER. Approved changes shall be made without additional cost to the OWNER for this work or related work under other Contracts of the Project.
- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes in structures, or other work to provide a complete satisfactory operating installation. The CONTRACTOR shall submit to the ENGINEER, for approval by OWNER and ENGINEER, all necessary Drawings and details showing such changes to verify conformance with the overall project structural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new Drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

#### **1.4 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS**

- A. The OWNER shall obtain or cause to be obtained all permanent and temporary construction easements required. No easements are anticipated for this project.
- B. The CONTRACTOR shall obtain, keep current and pay all fees for any other necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's operations unless otherwise stated. CONTRACTOR shall pay plan review fees and any other fees for required permits. Record copies of all permits shall be furnished to the ENGINEER and OWNER.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to become familiar with and comply with such regulations or requirements as they apply to CONTRACTOR's operations on this Project.
- D. The CONTRACTOR will be required to follow the requirements established by all permits necessary for the construction of this project. The following is a list of all permits that must be obtained prior to the beginning of construction.
  - 1. MDEQ Joint Permit
  - 2. Applicable City Building Permits (all trades).
  - 3. Soil Erosion Control Permit.

#### **1.5 ADDITIONAL ENGINEERING SERVICES**

- A. In the event that the ENGINEER is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the ENGINEER's charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.
- B. In the event that the ENGINEER is required to provide additional engineering services as a result of CONTRACTOR's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the ENGINEER's charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.

#### **1.6 ADDITIONAL OWNER'S EXPENSES**

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the OWNER may be charged to the CONTRACTOR and deducted from the monies due the CONTRACTOR. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by the OWNER before assessing engineering and inspection charges against the CONTRACTOR.

- B. Charges assessed to the CONTRACTOR for additional engineering and inspection costs will be determined based on actual hours charged to the job by the ENGINEER. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$900 per day for field personnel and \$1,100 per day for engineering personnel, based on an eight hour workday.
- C. Charges for additional OWNER's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

#### **1.7 PROTECTION OF WORK**

- A. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect the work against damage or injury from the weather, and when work is permitted during freezing weather, CONTRACTOR shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

#### **1.8 SUBSURFACE DATA**

NOT USED

#### **1.9 SURVEYS AND LAYOUT**

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the ENGINEER or OWNER. Elevation of existing ground and appurtenances are approximate. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the ENGINEER for interpretation or correction.
- B. All survey work for construction control purposes, staking, and all related work shall be performed by the CONTRACTOR.
- C. The OWNER or ENGINEER may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the OWNER and ENGINEER in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the OWNER or ENGINEER shall not relieve the CONTRACTOR of any responsibilities for the accuracy or completeness of CONTRACTOR's work.

#### **1.10 RESIDENT PROJECT REPRESENTATIVES**

- A. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide a resident project representative to assist the OWNER in carrying out his responsibilities at the site. The resident may not be full-time on-site and the CONTRACTOR shall be responsible for coordination with the ENGINEER. The furnishing of such resident project representatives shall not make the ENGINEER responsible for the CONTRACTOR's construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work. The CONTRACTOR shall remain solely responsible for meeting the requirements of the Contract Documents.

### **1.11 FIRE PROTECTION**

- A. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Burning of debris is not permitted on the project site.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR shall immediately alert the local Fire Marshal, the ENGINEER, and the OWNER of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the OWNER of the tank or device to prevent the occurrence of fire or explosion.
- C. Hydrants must be maintained in service and approved during all phases of work.
- D. Storage area for construction materials must not interfere with fire/emergency site access.
- E. All material demolished from site should not be stored on location.

### **1.12 CHEMICALS**

- A. All chemicals used during project construction or furnished for project must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.
- B. Provide MSDS sheets for all chemicals to OWNER.

### **1.13 FIRST AID FACILITIES AND ACCIDENTS**

- A. First Aid Facilities
  - 1. The CONTRACTOR shall provide at the site such equipment and facilities as are necessary to supply first aid to any of CONTRACTOR's personnel who may be injured in connection with the work.
- B. Accidents
  - 1. The CONTRACTOR shall promptly report, in writing, to the ENGINEER and OWNER all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
  - 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the OWNER and the ENGINEER.
  - 3. If any claim is made by anyone against the CONTRACTOR or a Subcontractor on account of any accidents, the CONTRACTOR shall promptly report the facts, in writing, to the ENGINEER and OWNER, giving full details of the claim.

### **1.14 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR**

NOT USED

### **1.15 BLASTING AND EXPLOSIVES**

- A. The use of blasting or explosives shall not be allowed under this project.

### **1.16 LIMITS OF WORK AREA**

- A. The CONTRACTOR shall confine the construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the OWNER, shall be used only with the OWNER's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the OWNER's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

### **1.17 WEATHER CONDITIONS**

- A. No work shall be done when the weather is unsuitable. The CONTRACTOR shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The OWNER reserves the right to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the Project. The CONTRACTOR shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the OWNER for damage to the work from weather elements.
- B. The mixing and placing of concrete shall be stopped during rainstorms and when ordered by the OWNER; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete, or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.
- C. The ENGINEER shall have permissive authority over the work which is proposed to be done during the winter months. The CONTRACTOR shall provide adequate weather protection, temporary heating, ground thawing equipment and take any other measures which are necessary to insure that the work performed during the winter months is properly installed and protected against damage from freezing.
- D. Any and all work performed during adverse conditions shall adhere to the applicable Codes and Standards (i.e. ACI, ASTM, etc.).

### **1.18 USE OF FACILITIES BEFORE COMPLETION**

NOT USED

### **1.19 DELIVERY, STORAGE, AND HANDLING**

- A. All materials, supplies and equipment, whether furnished by the CONTRACTOR or by the OWNER, shall be delivered, stored and handled as to prevent the inclusion of foreign materials and/or damage by water, freezing, breakage or other causes. The ENGINEER may require the CONTRACTOR to provide an enclosed storage shed for the storage of the above mentioned materials, supplies and equipment. Packaged materials shall be delivered in the original unopened containers and shall be stored until ready for use. All materials which have been stored shall meet the requirements of the Specifications at the time they are used in the project.

## **1.20 PROTECTION OF TREES**

- A. All trees which are to be preserved and which, in the opinion of the ENGINEER, might be subject to damage by the CONTRACTOR's operations, shall be adequately protected against damage to the bark by 2-inch thick vertical planking securely wired or tied completely around the tree trunk. Such protection shall not be removed until authorized by the ENGINEER.
- B. Machine excavation shall not be made within a circular area of any tree, the diameter of the area in feet being equal to the radius of the tree in inches. Snow fencing shall be placed around this area for any tree in or facing the work area.
- C. Trees which interfere with the work, and the removal of which is permitted, shall be removed by the CONTRACTOR at his expense and in a safe manner. Such tree removal shall be considered incidental to the work. No trees are to be removed without the expressed approval of the governmental body having jurisdiction thereof, and of the ENGINEER.

## **PART 2 – PRODUCTS**

NOT USED

## **PART 3 – EXECUTION**

NOT USED

END OF SECTION

## **SECTION 01210**

### **ALLOWANCES**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Cash Allowances

##### **1.2 DEFINITIONS**

- A. Cash Allowance: A monetary sum that includes, as part of the contract price, the associated costs and requirements to complete the specified allowance.

##### **1.3 SUBMITTALS**

- A. CONTRACTOR shall submit detailed proposal to indicate the work to be performed that exceeds Contract scope.
- B. The OWNER will review and either approve or deny the proposal.

##### **1.4 OWNER'S INSTRUCTIONS**

- A. Use allowances only as directed for OWNER's purposes, and only by Change Orders which designate amounts to be charged to the allowance.
- B. If the actual price for the specified allowance is more or less than the stated allowance, the contract price shall be adjusted accordingly by Change Order. The adjustment in contract price shall be made in accordance with the General Conditions.
- C. At project closeout, any amounts remaining in allowances will be credited to OWNER by Change Order.

#### **PART 2 - PRODUCTS**

NOT USED

#### **PART 3 - EXECUTION**

##### **3.1 PREPARATION**

- A. CONTRACTOR shall coordinate all required materials and labor associated for each allowance item with related materials and work specified in the Contract Documents.

##### **3.2 CASH ALLOWANCE**

- A. A cash allowance of \$15,000 shall be included in the contract price for additional work that the OWNER approves in advance. This allowance shall only be used to pay for the pre-approved work that exceeds Contract scope. All paperwork and coordination between the Contractor and City shall be considered incidental to the Contract.

END OF SECTION

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS

## **SECTION 01290**

### **PAYMENT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Schedule of Values.
- B. Initial Application of Payment
- C. Application for Payment
- D. Application for Payment at Substantial Completion
- E. Final Payment Application

##### **1.2 RELATED SECTIONS**

- A. Section 01330 - Submittal Procedures

##### **1.3 SCHEDULE OF VALUES**

- A. Submit typed schedule for review and approval. The approved schedule of values will be used to prepare future Applications for Payment.
- B. Submit Schedule of Values in triplicate to the ENGINEER within 15 days after date of OWNER-CONTRACTOR Agreement for approval.
- C. Format: Identify each line item with number and title of the major specification Section.
- D. Include within each line item, a direct proportional amount of CONTRACTOR's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.
- F. Include the following Project Identification on the Schedule of Values:
  - 1. Project Name and Location
  - 2. Name of ENGINEER
  - 3. Project Number
  - 4. CONTRACTOR's Name and Address
  - 5. Date of Submittal
- G. Arrange Schedule of Values in a tabular form with separate rows for each Specification Section and separate columns for each major structure of area of Work. Additionally, separate line items for the following shall be included:
  - 1. Mobilization (Maximum 5% of Contract Total)



2. Bonds & Insurance
  3. Allowances
  4. Project Close-Out
- H. Provide a breakdown of the Contract Price in sufficient detail to facilitate continued evaluation of Application for Payment and progress reports. Break principal subcontract amounts down into several line items.
- I. For each part of the Work where an Applicant for Payment may include materials for equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- J. Update and resubmit schedule of values when change orders result in a change in the contract price.
- K. Schedule of Values shall be submitted as a shop drawing for OWNER approval.
- L. Schedule of Values shall be divided into the following major headings:
1. General (Division 1)
  2. Site Work (Division 2)
  3. Concrete (Division 3)

#### **1.4 INITIAL APPLICATION FOR PAYMENT**

- A. Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
1. List of Subcontractors
  2. List of Principal Suppliers and Fabricators
  3. Schedule of Values
  4. CONTRACTOR's Construction Schedule (preliminary not final)
  5. Submittal Schedule (preliminary if not final)

#### **1.5 APPLICATIONS FOR PAYMENT**

- A. Submit six (6) copies of each application.
- B. Content and Format: Utilize Schedule of Values and Change Orders for listing items in Application for Payment.
- C. Payment Period: Payments made according to the schedule described in the General Conditions and or in accordance with the OWNER's requirements.
- D. With each copy of the applications submit Waiver of Lien from all subcontractors or suppliers for work included in Application for Payment, other than the first pay application.

- E. Submit a completed CONTRACTOR's Declaration with each Application for Payment.

#### **1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION**

- A. Following issuance of Certificate of Substantial Completion, submit an Application for Payment.
- B. Administrative actions and submittals that shall proceed or coincide with this application include:
  - 1. Permits and similar approvals.
  - 2. Warranties (guarantees) and maintenance agreements.
  - 3. Changeover information related to OWNER's occupancy, and use.
  - 4. Final cleaning.
  - 5. Application for reduction of retainage, and consent of surety.
  - 6. Advice on shifting insurance coverage.
  - 7. List of incomplete work, recognized as exceptions to ENGINEER's Certificate of Substantial Completion.
  - 8. As-Built Drawings.

#### **1.7 FINAL PAYMENT APPLICATION**

- A. Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
  - 1. Completion of Project Closeout requirements.
  - 2. Completion of items specified for completion after Substantial Completion.
  - 3. Assurance that unsettled claims will be settled.
  - 4. Assurance that work not complete and accepted will be completed without undue delay.
  - 5. Proof that taxes, fees, and similar obligations have been paid.
  - 6. Removal of temporary facilities and services.
  - 7. Removal of surplus materials, rubbish, and similar elements.
  - 8. CONTRACTOR's waivers of liens for project.
  - 9. Written description of how all punch list items were addressed.

### **PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01310

### PROJECT MANAGEMENT AND COORDINATION

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Project Superintendence
- B. Coordination and Project Conditions
- C. Field Engineering
- D. Pre-Construction Conference
- E. Site Mobilization Meeting
- F. Progress Meetings

##### **1.2 PROJECT SUPERINTENDENCE**

- A. CONTRACTOR's superintendent shall be on site when the work is underway for this project, and shall meet the experience requirements identified in the instructions to bidders.

##### **1.3 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate with utility companies for construction of utilities to the construction site.
- B. Coordinate with OWNER/ENGINEER to request OWNER-supplied surveying.
- C. Coordinate with other contractors to complete connections to other work.
- D. Coordinate construction operations included under different Section of the Specifications that are dependent upon each other for proper installation, connection, and operation. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair. Make adequate provisions to accommodate items scheduled for later installation.
- E. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Site in accordance with Laws or Regulations. CONTRACTOR shall train CONTRACTOR's employees on use of these sheets and shall keep a master copy on hand at site.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Schedules
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Request of information.
  6. Project closeout activities.
- H. Coordinate scheduling, submittals, and Work of the various sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- I. Verify utility requirements and characteristics of operating equipment are compatible with building utilities.
- J. After OWNER occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.

#### **1.4 PRE-CONSTRUCTION CONFERENCE**

- A. OWNER will schedule a pre-construction conference and organizational meeting at the site or other convenient location prior to commencement of construction activities to review responsibilities and personnel assignments.
- B. Attendees: OWNER, ENGINEER and ENGINEER's consultants, CONTRACTOR and its superintendent, major subcontractors, utility companies, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matter relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
1. Site Access and Badging.
  2. Tentative Construction Schedule.
  3. Critical Work sequencing.
  4. Designation of responsible personnel.
  5. Coordination with other construction work and other CONTRACTORS.
  6. Procedures for processing field decisions and Change Orders.
  7. Procedures for processing Applications for Payment.
  8. Distribution of Contract Documents.
  9. Submittal of Shop Drawings, Product Data, Samples and Schedule.

10. Preparation of record documents.
  11. Use of the premises.
  12. Office, work, and storage areas.
  13. Equipment deliveries and priorities.
  14. CONTRACTOR's Quality Assurance Plan.
  15. Safety procedures.
  16. First Aid.
  17. Security.
  18. Housekeeping.
  19. Working hours.
  20. Stormwater Management and Soil Erosion Control Provisions.
  21. Utility Contacts.
- D. In addition to the Pre-Construction Conference, ENGINEER may also require a Pre-Excavation, Concrete Pre-Pour Conference, and/or other critical activity conference. CONTRACTOR and Subcontractors performing excavation work on site shall describe their plans for shoring, dewatering, disposal of spoils, and any other particulars of the excavation process, including the technical basis for their selection of the means and methods to be employed.

#### **1.5 SITE MOBILIZATION MEETING**

- A. OWNER will schedule a conference at the project site prior to the CONTRACTOR's occupancy.
- B. Attendance required by the OWNER, ENGINEER, CONTRACTOR's Superintendent, and the major subcontractors.
- C. CONTRACTOR shall submit a site plan identifying the CONTRACTOR's limits of work, trailer and storage area locations, for coordination with other work.
- D. Agenda:
  1. Use of premises by OWNER and CONTRACTOR.
  2. OWNER's requirements.
  3. Construction facilities and controls.
  4. Temporary utilities.
  5. Security and housekeeping procedures.

6. Schedules.
7. Procedures for maintaining record documents.
8. Inspection and acceptance of work during the construction period.

#### **1.6 SITE SAFETY MEETING**

- A. OWNER will schedule a conference at the project site prior to the CONTRACTOR's occupancy.
- B. Attendance required by the OWNER, ENGINEER, CONTRACTOR's Superintendent, CONTRACTOR's Safety Officers, and all subcontractors.
- C. Agenda:
  1. Safety Procedures
  2. First Aid
  3. Security

#### **1.7 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record and distribute the minutes.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, OWNER, ENGINEER as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFIs.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.

11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.
- E. Record minutes and distributes copies within two days after meeting to participants, with copies to ENGINEER, OWNER, participants, and those affected by decisions made.
- F. Submit updated construction schedule to the OWNER/ENGINEER for review two days before each progress meeting. Revise construction schedule as needed after each progress meeting and resubmit to the OWNER/ENGINEER with the meeting minutes.

#### **1.8 PREINSTALLATION OR SHUTDOWN COORDINATION MEETING**

NOT USED

#### **1.9 FINAL INSPECTION MEETING**

- A. When the CONTRACTOR has provided written notice that the project is complete, a final inspection meeting shall be scheduled with the CONTRACTOR, ENGINEER, and OWNER.
- B. ENGINEER will notify the CONTRACTOR in writing of all items which this inspection reveals are incomplete or defective.
- C. CONTRACTOR shall immediately take all necessary measures to remedy such deficiencies. A written description of how each item has been addressed shall be submitted to the ENGINEER and OWNER.

#### **1.10 CLOSEOUT/WARRANTY MEETING**

- A. Prior to final application for payment, a closeout/warranty meeting shall be scheduled with the CONTRACTOR, ENGINEER and OWNER.
- B. Agenda:
1. Project record document review.
  2. Review submitted warranties and bonds.

#### **PART 2 - PRODUCTS**

NOT USED

#### **PART 3 - EXECUTION**

NOT USED

END OF SECTION



## **SECTION 01330**

### **SUBMITTAL PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Submittal Procedures
- B. Certifications
- C. Shop Drawings
- D. Product Data
- E. Samples
- F. Manufacturers' Instructions
- G. Manufacturers' Field Reports
- H. Construction Schedule
- I. Submittal Schedule

##### **1.2 SUBMITTAL PROCEDURES**

- A. Package each submittal appropriately for shipping and handling. This shall include an index either on the transmittal or within the submittal itself. Transmit each submittal from CONTRACTOR to ENGINEER using a transmittal form. Submittals received from sources other than CONTRACTOR will be returned without action. Use separate transmittals for items from different specification sections. Number each submittal consecutively. Resubmittals should have the same number as the original, plus a letter designation for each Resubmittal (i.e. 7-A, 7-B, etc.)
- B. Indicate on the transmittal relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include CONTRACTOR's certification that information complies with Contract Document requirements. On Resubmittal, all changes shall be clearly identified for ease of review. Resubmittals shall be reviewed for the clearly identified changes only. Any changes not clearly identified will not be reviewed and original submittal shall govern.
- C. Include the following information on the label for processing and recording action taken.
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of ENGINEER.
  - 4. Name and address of CONTRACTOR.

5. Name and address of subcontractor.
  6. Name and address of supplier.
  7. Name of manufacturer.
  8. Number and title of appropriate specification sections.
  9. Drawing number and detail references, as appropriate.
- D. Schedule submittals to expedite the Project, and deliver to ENGINEER at business address. Coordinate submission of related items. Coordinate related activities that require sequential activity.
  - E. Submit a schedule of shop drawing submittals.
  - F. Review and approve shop drawings, project data, and samples before submitting them.
  - G. Verify field measurements, field construction criteria, catalog numbers, and similar data. Indicate on the submission exactly what was verified.
  - H. Any markings done by CONTRACTOR shall be done in a color other than red. Red is reserved for ENGINEER's marking.
  - I. The number of copies to be submitted will be determined at the pre-construction conference. Reproducible may be submitted and will be marked and returned to CONTRACTOR. Blue or black line prints shall be submitted in sufficient quantity for distribution to ENGINEER and OWNER recipients.
  - J. Coordinate each submittal with the requirements of the Contract Documents.
  - K. Provide space for CONTRACTOR and ENGINEER review stamps.
  - L. Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
  - M. Submit the number of copies that the CONTRACTOR requires, plus four copies that will be retained by the OWNER and ENGINEER.
  - N. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
  - O. No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of shop drawings, project data, or samples.
  - P. No extension of contract time will be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of the work to permit processing.
  - Q. ENGINEER reserves the right to withhold action on a submittal required coordination with other submittals until related submittals are received.

- R. Do not install materials or equipment which requires submittals until the submittals are returned with ENGINEER's/OWNER's stamp and initials or signature indicating approval. The OWNER shall have final approval authority.
- S. CONTRACTOR's responsibility of errors, omissions, and deviations from requirements of Contract Documents in submittals is not relieved by the ENGINEER's review.
- T. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with requirements.
- U. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- V. Submittals not requested in conformance with this Specification will not be recognized or processed.
- W. Revise and resubmit as required, identify all changes made since the previous submittal.
- X. In the event that more than two re-submittals of any submittal is necessary to achieve conformance to the Contract requirements, CONTRACTOR shall be charged for excess engineering. The OWNER shall deduct these charges from the CONTRACTOR's final payment. Charges will be \$115.00/hr. minimum 4 hours, for each additional submittal of an item. A tabulated record of such charges will be provided for the CONTRACTOR's review prior to the processing of the final payment.
- Y. Submit new project data and samples when the initial submittal is returned disapproved.

### **1.3 CERTIFICATIONS**

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the CONTRACTOR to ENGINEER, in quantities specified for Product Data.
- B. Indicate that the material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results of the material or product, but must be acceptable to ENGINEER.

### **1.4 SHOP DRAWINGS**

- A. Shop Drawings: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with Paragraph 1.2 - Submittal Procedures.
- B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

1. Dimension.
  2. Identification of products and materials included.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurements.
- D. Standard manufactured items in the form of catalog work sheets showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, quantity, and all other pertinent information should be submitted and approved in a similar manner.
- E. Measurements given on shop drawings or standard catalog sheets, as established from contract drawings and as approved by ENGINEER, shall be followed. When it is necessary to verify field measurements, they shall be checked and established by CONTRACTOR. The field measurements so established shall be followed by CONTRACTOR and by all affected trades.

## **1.5 PRODUCT DATA**

- A. Product Data: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with Paragraph 1.2 - Submittal Procedures.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

## **1.6 SAMPLES**

- A. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers or materials, color range sets, and swatches showing color, texture, and pattern.
- B. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match ENGINEER's sample. Include the following:
1. Generic description of the sample.
  2. Sample source.
  3. Product name or name of manufacturer.
  4. Compliance with recognized standards.
  5. Availability and delivery time.
- C. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- D. Refer to other specifications sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- E. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
  - 1. Preliminary Submittals will be reviewed and returned with ENGINEER's mark indicating selection and other action.
- F. Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
- G. Maintain sets of samples, as returned, at the site, for quality comparisons throughout the course of construction.
- H. Unless noncompliance with Contract Document provisions is observed the submittal may serve as the final submittal.
- I. Sample sets may be used to obtain final acceptance of the construction associated with each set.

#### **1.7 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to ENGINEER for delivery to OWNER in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### **1.8 MANUFACTURER'S FIELD REPORTS**

NOT USED

#### **1.9 CONSTRUCTION SCHEDULE**

- A. Bar Chart Schedule:
  - 1. Prepare a fully developed, horizontal bar chart type construction schedule. Schedule shall be prepared electronically in Microsoft Project with critical path and links shown. Submit color copies of the schedule within 30 days of the date established for commencement of the work.
  - 2. Provide a separate item bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated on schedule of values.
  - 3. Prepare schedule of sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
  5. Coordinate construction schedule with schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
  6. Indicate completion in advance of the date established for substantial completion. Indicate substantial completion of schedule to allow time for ENGINEER's procedures necessary for certification of substantial completion
- B. Schedule Updating: Provide an updated construction schedule at each progress meeting. Color copies of the updated schedule shall be prepared for all attendees.

#### **1.10 SUBMITTAL SCHEDULE**

- A. After development and acceptance of the construction schedule, prepare a complete schedule of submittals. Submit schedule within 10 days of the date required for establishment of construction schedule.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values, and the list of products as well as construction schedule.
- C. Prepare schedule in chronological order; include submittals required during the first 90 days. Provide the following information:
  1. Scheduled date for the first submittal.
  2. Related section number.
  3. Submittal category.
  4. Name of subcontractor.
  5. Description of the part of the work covered.
  6. Scheduled date for Resubmittal.
  7. Scheduled date ENGINEER's final release or approval.
- D. The submittal schedule shall reflect critical path shop drawings that must be expedited.
- E. Following response to initial submittal, print and distribute copies to ENGINEER, OWNER, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- F. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- G. Schedule Updating: Provide an updated submittal schedule at each progress meeting.

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

### **3.1 ENGINEER'S ACTION**

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, ENGINEER will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is CONTRACTOR's responsibility.
- B. Action Stamp: ENGINEER will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken" that part of the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; final acceptance will depend upon the compliance.
  2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted" that part of the work covered by the submittal may proceed, provided it complies with notation or correction on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  3. Returned for Resubmittal: When submittal is marked "Rejected" or "Revise and Resubmit" do not proceed with the part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - a. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at site, or elsewhere where work is in progress.
  4. Additional Information Needed: When submittal is marked "Submit Specified Item" CONTRACTOR shall submit requested information.
  5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Acknowledge Receipt".
  6. The approval of ENGINEER shall not relieve CONTRACTOR of responsibility for errors on drawings or submittals as ENGINEER's checking is intended to cover compliance with drawings and specifications and not enter into every detail of the shop work.

END OF SECTION

## **SECTION 01420**

### **REFERENCES**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Reference Standards
- B. Abbreviations and Acronyms

##### **1.2 REFERENCE STANDARDS**

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. For products or workmanship specified by association, trade, or Federal Standards; comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
  - 1. Applicable Codes – Latest adopted editions of:
    - a. Michigan Building Code / International Building Code.
    - b. The National Electrical Code, NFPA 70, with amendments.
    - c. International Fire Code.
    - d. International Code Council (ICC) ANSI A117.
    - e. Michigan Mechanical and Plumbing Codes.
- C. Conform to reference standard by date of issue current on date of Contract Documents.
- D. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

##### **1.3 ABBREVIATIONS AND ACRONYMS**

- A. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

AA Aluminum Association  
818 Connecticut Avenue, N.W.  
Washington, DC 20006



- AABC Associated Air Balance Council  
1518 K St. NW, Suite 503  
Washington DC, 20005
- AASHTO American Association of State Highway and  
Transportation Officials  
444 North Capitol St, NW, Suite 249  
Washington DC, 20001
- ACI American Concrete Institute  
Box 19150  
Reford Station  
Detroit, MI 48219
- AGC Associated General Contractors of America  
1957 E Street, N.W.  
Washington, DC 20006
- AISC American Institute of Steel Construction  
400 North Michigan Avenue  
Eighth Floor  
Chicago, IL 60611
- AISI American Iron and Steel Institute  
1000 16th Street, N.W.  
Washington, DC 20036
- ANSI American National Standards Institute  
1430 Broadway  
New York, NY 10018
- ASHRAE American Society of Heating, Refrigerating and  
Air Conditioning Engineers  
1791 Tullie Circle, N.E.  
Atlanta, GA 30329
- ASME American Society of Mechanical Engineers  
345 East 47th Street  
New York, NY 10017
- ASTM American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103
- AWS American Welding Society  
550 LeJeune Road, N.W.  
Miami, FL 33135
- AWWA American Water Works Association  
6666 West Quincy Avenue  
Denver, CO 80235

- BIA Brick Institute of America  
11490 Commerce Park Drive  
Reston, VA 22091
- CFR Code of Federal Regulations  
Office of the Federal Register  
National Archives and Records Administration  
Washington, DC 20408
- CRSI Concrete Reinforcing Steel Institute  
933 Plum Grove Road  
Schaumburg, IL 60195
- DHI Door and Hardware Institute  
7711 Old Springhouse Road  
McLean, VA 22102
- EJCDC Engineers' Joint Contract Documents Committee  
American Consulting Engineers Council  
1015 15th Street, N.W.  
Washington, DC 20005
- FM Factory Mutual System  
1151 Boston-Providence Turnpike  
P.O. Box 688  
Norwood, MA 02062
- FS Federal Specification  
General Services Administration  
Specifications and Consumer Information  
Distribution Section (WFSIS)  
Washington Navy Yard, Bldg. 197  
Washington, DC 20407
- ICBO International Conference of  
Building Officials  
5360 S. Workman Mill Road  
Whittier, CA 90601
- IEC International Electrochemical Commission  
446 Main Street, 16<sup>th</sup>  
Worcester, MA 01608
- IEEE Institute of Electrical and Electronics Engineers  
345 East 47th Street  
New York, NY 10017
- IMIAC International Masonry Industry All-Weather Council  
International Masonry Institute  
815 15th Street, N.W.  
Washington, DC 20005

- ISA The Instrumentation, Systems, and Automation Society  
67 Alexander Drive  
P.O. Box 12277  
Research Triangle Park  
North Carolina 27709
- MBMA Metal Building Manufacturers Association  
1300 Summer Ave  
Cleveland, OH 44115-2851
- NAAMM National Association of Architectural Metal Manufacturers  
221 North LaSalle Street  
Chicago, IL 60601
- NCMA National Concrete Masonry Association  
P.O. Box 781  
Herndon, VA 22070
- NEMA National Electrical Manufacturers' Association  
2101 'L' Street, N.W.  
Washington, DC 20037
- NFPA National Fire Protection Association  
Battery March Park  
Quincy, MA 02269
- PCA Portland Cement Association  
5420 Old Orchard Road  
Skokie, IL 60077
- PCI Prestressed Concrete Institute  
201 North Wells Street  
Chicago, IL 60606
- PS Product Standard  
U. S. Department of Commerce  
Washington, DC 20203
- SDI Steel Deck Institute  
P.O. Box 9506  
Canton, OH 44711
- SDI Steel Door Institute  
712 Lakewood Center North  
14600 Detroit Avenue  
Cleveland, OH 44107
- SSPC Steel Structures Painting Council  
4400 Fifth Avenue  
Pittsburgh, PA 15213
- UL Underwriters' Laboratories, Inc.  
333 Pfingston Road  
Northbrook, IL 60062

- B. Government Agencies: Names and titles of state and Federal government standard or specification producing agencies are frequently abbreviated. The following acronyms or abbreviations referenced in the contract documents indicate names of standard or specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the contract documents.

CE Corps of Engineers  
(US Department of the Army)  
Chief of Engineers - Referral  
Washington, DC 20314

CFR Code of Federal Regulations  
(Available from the Government Printing Office)  
N. Capitol Street between G and H St. NW

DOT Department of Transportation  
400 Seventh Street, SW  
Washington, DC 20590

EDA Economic Development Administration  
US Department of Commerce  
121 N Canal Street, Suite 855  
Chicago, IL 60606

EPA Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460

MDEQ Michigan Department of Environmental Quality

MDOT Michigan Department of Transportation

MIOSHA State of Michigan OSHA

OSHA Occupational Safety and Health Administration  
(US Department of Labor)  
Government Printing Office  
Washington, DC 20402

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES:**

- A. Temporary Utilities
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Internet service.
  - 4. Temporary water service.
  - 5. Temporary sanitary facilities.
- B. Construction Facilities
  - 1. Field offices and sheds.
- C. Temporary Controls
  - 1. Dust Control.
  - 2. Barriers
  - 3. Protection of the Work
  - 4. Security measures.
  - 5. Water control.
- D. Removal of utilities, facilities, and controls.

##### **1.2 TEMPORARY ELECTRICITY**

- A. The CONTRACTOR will be responsible for providing all temporary power. If additional power is needed, a temporary metered connection or portable generators shall be provided by the CONTRACTOR at no additional cost to the OWNER.
- B. Provide and pay for power service required from utility source as needed for construction operation.
- C. Provide temporary electric feeder from electrical service at location as directed. Provide all necessary meters, disconnections and transformers. A separate meter shall be installed by the CONTRACTOR for the purpose of establishing compensation for electrical power usage.
- D. Complement existing power service capacity and characteristics as required.
- E. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

- F. Provide main service disconnect and over-current protection at convenient location.

### **1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain incandescent lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

### **1.4 INTERNET SERVICE**

NOT USED

### **1.5 TEMPORARY WATER SERVICE**

- A. Water is not available at the construction site. CONTRACTOR shall make arrangements to provide water for the duration of the Contract at no additional cost to the OWNER.

### **1.6 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at the time of project mobilization. Provide chemical toilets and provisions for replacement of chemicals and disposal of wastes for the duration of the contract.

### **1.7 FIELD OFFICES AND SHEDS**

- A. Prepare a drawing for submittal and approval showing construction facility layouts including temporary facilities, storage areas, parking, construction work and other related activities.
- B. The ENGINEER does not require a field office.
- C. Existing facilities shall not be used for field offices or for storage.
- D. Locate offices and sheds a minimum distance of 30 feet (10m) from existing and new structures.
- E. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products.
- F. Maintenance and Cleaning:
  - 1. Periodic cleaning and maintenance for storage areas.
  - 2. Maintain approach walks free of mud, water, and snow.
- G. Removal: At completion of Work remove debris and restore all areas.

### **1.8 DUST CONTROL**

- A. No dust migration off site shall be permitted.

- B. All public and private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition during the life of this Contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control the dust.
- C. Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER, or at his insistence, shall service in no way to release the CONTRACTOR from his liability for dust control.
- D. Dust Palliative may be any of the following:
  - 1. Water, as required.
  - 2. Other methods as approved by the ENGINEER.
- E. Street Cleaning
  - 1. Contractor shall provide street cleaning with water for City and private roads and parking areas affected by spillage of excavated material or other material associated with the work.
  - 2. Contractor shall provide street cleaning by the end of each workday when spillage has occurred, and upon request by Owner.
  - 3. Contractor shall sweep and clean City streets adjacent to the project site when there is visible dust or debris on the street surfaces that came from the construction site, from vehicles coming to or from the construction site, or is in any way associated with Contractor's work on this contract.

## **1.9 BARRIERS**

- A. Provide barriers to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plant life designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

## **1.10 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from landscaped areas, unless approved by the OWNER/OWNER'S REPRESENTATIVE.

## **1.11 WATER CONTROL**

NOT USED

## **1.12 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove Grade site as indicated.
- C. Clean and repair all damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

### **PART 2 - PRODUCTS**

NOT USED

### **PART 3 - EXECUTION**

NOT USED

END OF SECTION



**SECTION 01550**

**VEHICULAR ACCESS AND PARKING**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Vehicular Access
- B. Security
- C. Parking Areas

**1.2 DESCRIPTION**

- A. CONTRACTOR shall provide temporary construction roads, walks, and appurtenances required during the Project for use by CONTRACTOR, OWNER's operations, other CONTRACTORS working on the Project, and emergency vehicles. Temporary parking areas shall be maintained by CONTRACTOR and be fully usable in all weather conditions.
- B. Use of Existing Access Roads/Drives:
  - 1. CONTRACTOR will be allowed to use existing roads/drives upon obtaining OWNER's written permission.
  - 2. Prevent interference with traffic on existing roads, drives and parking areas. At all times, keep access roads and entrances serving the Site clear and available to OWNER, OWNER's employees, emergency vehicles, and other contractors. Do not use these areas for parking or storage of materials.
  - 3. CONTRACTOR shall indemnify and hold harmless OWNER from expenses caused by CONTRACTOR's operations over existing roads and parking areas.
  - 4. Schedule deliveries to minimize interferences with the OWNER and PUBLIC access and use of the park facilities.

**1.3 SITE ACCESS**

- A. CONTRACTOR shall access the site via Island Drive along Maiden Lane.

**1.4 SECURITY**

NOT USED

**1.5 CONTRACTOR PARKING**

- A. CONTRACTOR personnel and subcontractor personnel shall park on Island Drive in the designated area indicated on the Site Plan.
- C. CONTRACTOR shall utilize the designated staging area for his equipment and materials, and his subcontractor's as necessary, and restore all areas affected at no additional cost to OWNER.

- D. Disruption to the neighborhood (idling engines, radios, lights, etc.) before or after approved construction hours is prohibited.

**1.6 MAINTENANCE OF ACCESS**

- A. CONTRACTOR shall maintain road, driveway and parking to continuously provide access for OWNER'S vehicles, public, and emergency vehicles, and parking areas for OWNER's personnel and public.
- B. Where existing pavement along access roads, drives, and parking lots is damaged due to construction activities, the contractor shall place down a temporary surface immediately upon completion of the work in that location. Temporary surface shall consist of 6-inches of MDOT 21AA compacted to 98% maximum unit weight. If the temporary surface will be in place for longer than 2 weeks, CONTRACTOR shall provide a minimum 2-inch asphalt surface over 6-inches of MDOT 21AA.
- C. Public roads shall be passable at all times and no parking which disrupts traffic is permitted on Island Drive.
- D. When roads and parking without hard surfacing become contaminated with soil and create a nuisance, remove contaminated material and replace with clean aggregate as required.
- E. Clean paved roads, driveways and parking areas over which CONTRACTOR's vehicles travel. Cleaning shall be done a minimum five times per week or more frequently as directed by ENGINEER, and shall be by mechanical sweeper and water trucks. Areas to be cleaned include:
  - 1. Pavement, including driveways and parking areas, within Island Drive.
  - 2. Public roads that require sweeping and cleaning due to CONTRACTOR's operations.
- F. Dust resulting from CONTRACTOR's activities shall be controlled by CONTRACTOR to prevent nuisances at Site and nearby areas. Apply water to minimize airborne dust. Do not use water when water will cause hazardous or objectionable conditions such as ice, mud, ponds, and pollution.
- G. Provide temporary, heavy-duty steel roadway plates to protect existing manholes, handholes, valve boxes, vaults, and similar buried facilities.

**1.7 RESTORATION**

- A. Restore to pre-construction conditions existing roads, walks, and parking areas damaged by CONTRACTOR, subject to approval of OWNER of roads, walks, and parking areas.

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01600

### PRODUCT REQUIREMENTS

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES:**

- A. Basic Product Requirements
- B. Product Options
- C. Product Substitution Procedures
- D. Product Delivery Requirements
- E. Product Storage and Handling Requirements

##### **1.2 BASIC PRODUCT REQUIREMENTS**

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for similar components.

##### **1.3 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

##### **1.4 PRODUCT SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify requirements for submitting requests for Substitutions during the bidding period. This section specifies procedures and requirements affecting substitutions proposed by the CONTRACTOR after the Contract Date.
- B. Where the term "substitutions" is used in this section, it means materials, equipment, or methods of construction which differ from the requirements in the Contract Documents. The term "substitutions" does not include:
  - 1. Requirements provided by Addenda issued prior to the Contract date.
  - 2. Changes made at the direction of ENGINEER.
  - 3. Changes ordered by governing authorities.

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS

4. Options described in the Contract Documents.
- C. Substitutions will be considered in the event that:
1. They are related to "or equal" or "or approved equal" provisions in the Contract Documents.
  2. The specified requirements cannot be provided within the Contract Time due to causes beyond the Contractor's control.
  3. The OWNER will gain a substantial advantage if substitutions are approved.
  4. Substitutions will be considered when a product becomes unavailable through no fault of the CONTRACTOR.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- E. A request constitutes a representation that the CONTRACTOR:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  2. Will provide the same warranty for the Substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to OWNER.
  4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse OWNER and/or ENGINEER for review or redesign services associated with re-approval by authorities.
  6. Will reimburse the OWNER and/or ENGINEER for any costs incurred in the evaluation of any "or equal" or substitution proposal. Such costs shall include, but are not limited to, related charges of the ENGINEER made necessary by the evaluation and acceptance or rejection, as the case may be, of the proposed "or equal" or substitute material or equipment.
- F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  2. Submit Shop Drawings, Product Data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

3. Submit itemized comparison between the specified product and the substitution product demonstration equivalent.
  4. The ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject request.
  5. Such submittals do not relieve the CONTRACTOR of obligation to later furnish shop drawings, product data, samples, and other submittals required by the Contract Documents.
- H. If any "or equal" or substitute material or equipment differs materially from the material or equipment named or specified, and that difference was not expressly identified in the CONTRACTOR's request, or results in changes in the work, the ENGINEER has authority to require removal and replacement of that "or equal" or substitute material or equipment. The CONTRACTOR shall bear the delay and costs resulting from (a) any such removal and replacement of "or equal" or substitute materials or equipment; (b) making "or equal" or substitute materials or equipment conform to the requirements of the Contract Documents; and (c) any changes in the work and/or in other work required to accommodate the "or equal" or substitute material or equipment, or both.

#### **1.5 PRODUCT DELIVERY REQUIREMENTS**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### **1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained under acceptable condition.

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## **SECTION 01730**

### **SELECTIVE DEMOLITION**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Includes, but is not limited to, all demolition and removal of existing materials, equipment necessary to complete the work specified and as shown on the Contract Drawings. Items for removal include steel reinforced concrete, guard rails, pre-stressed concrete beam, sidewalk, and wood walkway decking.
- B. CONTRACTOR shall be responsible for all necessary procedures for removal, handling, transportation, and disposal of materials.

##### **1.2 SECTION INCLUDES**

- A. Selective removal and off-site disposal of following:
  - 1. Portions of the bridge abutments shown on Drawings or required to accommodate new construction.
  - 2. Removal of all items marked "remove" or "demolish" on Drawings.
  - 3. Removal, protection, and reinstallation of existing fixtures and equipment items shown or marked as "remove and reinstall".

##### **1.3 DEFINITIONS**

- A. Demolish: Remove and dispose of items shown or scheduled. Discard demolished or removed items except for those shown to remain, those shown as reinstalled, those shown as salvaged, and historical items that are to remain OWNER's property.
- B. Remove and Store: Remove items shown; clean, service and otherwise prepare them for reuse; store and protect against damage. Reinstall items in same location or in location shown.
- C. Existing to Remain: Protect construction or items shown to remain against damage during selective demolition operations. When permitted by ENGINEER, CONTRACTOR may elect to remove items to suitable, protected storage location during selective demolition and properly clean and reinstall items in their original locations.

##### **1.4 SUBMITTALS**

- A. Shop Drawings: Submit Shop Drawings covering the items included under this Section. Shop Drawing submittals shall include:
  - 1. Proposed dust-control measures.
  - 2. Proposed noise-control measures.
  - 3. Proposed haul routes between Site and disposal areas before commencing this Work.
  - 4. Proposed foliage removal and tree protection plan.

- B. Submit schedules listed below to ENGINEER and OWNER.
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  2. Inventory list of removed existing materials not reused in Contract Work. Submit lists to OWNER. OWNER to determine, or select items for retention by OWNER.
  3. Inventory list of removed items.
  4. Inventory list of OWNER-removed items.
  5. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of OWNER's on-site operations.
  6. Coordination of OWNER's continuing occupancy of portions of existing park facilities.

## 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:
1. Demolition operations shall comply with OSHA and EPA requirements and EPA notification regulations insofar as they apply to demolition Work under this Contract.
  2. Comply with hauling and disposal regulations of authorities having jurisdiction.
  3. If hazardous materials are found during demolition operations, comply with all applicable local, state and national requirements for removal and disposal.
- B. Facility Access:
1. Do not close, block or obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction.
  2. Coordinate with OWNER's continuing use of portions of existing park facilities.
  3. Plan and present the CONTRACTOR's plan for achieving the continued use of park facilities by OWNER in a submittal and in a meeting with the OWNER and ENGINEER.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Disassemble into smaller pieces to promote safe removal and transportation
1. Transport and unload items requested by OWNER to a designated location at the project site.
  2. Haul away and dispose of debris and materials neither retained by OWNER, nor reused or reinstalled.
  3. Arrange for disposal areas.



4. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- C. Handling: CONTRACTOR shall take every precaution to prevent spillage of materials being hauled in public streets.
1. It shall be CONTRACTOR's responsibility to immediately clean spillage that may accidentally occur.
  2. Do not burn removed material on or within Project Site.

## 1.7 PROJECT CONDITIONS

- A. Materials Ownership:
1. Salvage Materials: Demolished materials shall become CONTRACTOR's property, except for items or materials shown as reused, reinstalled, or otherwise shown to remain OWNER's property. Remove demolished material promptly from Site with further disposition at CONTRACTOR's option.
  2. Historical artifacts, relics, and similar objects, including but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historical significance remain property of OWNER. Notify OWNER's Representative when these items are found and obtain method of removal and salvage from OWNER.
  3. Transport items of salvageable value by CONTRACTOR to CONTRACTOR's area as they are removed.
- B. Environmental Requirements: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations relating to environmental protection. Do not use water when it may create hazardous or objectionable conditions including ice, flooding, and pollution.
1. Existing storm drains shall be protected from debris. CONTRACTOR shall protect drains prior to the commencement of work.
  2. The river shall be protected and secured at all times from infiltration and debris. Protect the river prior to beginning of demolition work.
  3. CONTRACTOR shall submit a foliage removal and tree protection plan for review and approval by the OWNER/OWNER Representative approved means.
- C. Existing Conditions: OWNER/PUBLIC will be continuously occupying areas adjacent to selective demolition areas.
- D. OWNER assumes no responsibility for actual condition of items or structures scheduled for demolition.
- E. OWNER will maintain conditions existing at Contract commencement insofar as practical. However, variations within structure may occur by OWNER's removal operation before selective demolition work begins.

## **1.8 SEQUENCING**

- A. Conduct selective demolition work in manner that minimizes need for disruption or interference of OWNER's normal on-Site operations.
- B. Coordinate with OWNER's continuing occupation of portions of existing park facilities.
- C. Include coordination with details for dust and noise control protection to ensure uninterrupted on-Site operations by OWNER and use by the public.

## **1.9 SCHEDULING**

- A. Schedule: Submit schedule showing proposed methods and sequence of operations for selective demolition work to OWNER's representative for review before commencement of Work.
- B. Arrange selective demolition schedule so as not to interfere with OWNER's on-site operations.
- C. Give minimum of 15 days advance notice to OWNER of demolition activities, which affect OWNER's normal operations.
- D. Give minimum of 15 days advance notice to OWNER if shutdown of service is necessary during changeover.

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Site Verification of Conditions: Before beginning selective demolition work inspect areas of Work. Survey existing conditions and correlate with requirements shown to determine extent of selective demolition required. Photograph existing structure surfaces, equipment, or surrounding properties, which could be misconstrued as damage resulting from selective demolition work. File with OWNER's representative before starting Work.
- B. Inventory and record condition of items scheduled as "remove and reinstall".
- D. If unanticipated structural elements conflict with intended function or design, investigate, and measure nature and extent of conflicts. Promptly submit detailed written reports to OWNER's Representative. Pending receipt of directive from OWNER's Representative, rearrange selective demolition schedule to continue general job progress without delay.

### **3.2 UTILITY SERVICES**

- A. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.

### **3.3 PREPARATION**

- A. Protect existing finish work that remains in place and becomes exposed during demolition operations.
- B. Where selective demolition occurs near to occupied portions of building, or to separate areas of noisy or extensive dirt or dust operations, construct and maintain temporary dustproof partitions.
- C. Provide and ensure free and safe passage of OWNER's personnel and general public to and from park pavilion near selective demolition areas.
  - 1. Provide temporary barricades and other forms of protection to protect OWNER's personnel and general public from injury.
- D. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of demolished structures or elements, or adjacent facilities or Work to remain.
- E. Cease operations and notify OWNER's Representative immediately if safety of structure seems endangered. Take precautions to support structure until determination is made for continuing operations.
- F. Remove protection at completion of Work.

### **3.4 DEMOLITION**

- A. Use power saw or removal methods that do not crack or structurally disturb adjacent concrete.
- B. Completely fill below-grade areas and voids resulting from demolition Work. Either:
  - 1. Provide fill consisting of approved earth, gravel, or sand.
  - 2. Fill shall be free of trash, debris, stones over 6-inch diameter, roots, or other organic matter.OR
  - 3. Fill below-grade areas and voids with Flowable Fill.
- C. Explosives: Use of explosives is not allowed.
- D. Promptly remove debris to avoid imposing excessive loads on supporting walls.
- E. Site Tolerances: Provide services for effective air and water pollution controls required by local authorities having jurisdiction.

### **3.5 REPAIR\RESTORATION**

- A. Repair damages caused by demolition more extensive than required.
- B. Return structures and surfaces to condition existing before commencing selective demolition Work.

- C. Repair adjacent construction or surfaces soiled or damaged by selective demolition Work.
- D. Promptly repair damages caused to adjacent facilities by demolition Work at no cost to OWNER.

**3.6 CLEANING**

- A. CONTRACTOR shall maintain an order of neatness and good housekeeping comparable to that observed by OWNER.
- B. Keep tools, scaffolding, and other demolition equipment in neat and orderly arrangement.
- C. Remove dirt and debris resulting from CONTRACTOR's demolition operations from Site daily. Dirt and debris shall not collect or interfere with OWNER's facility operations.
- D. Upon completion of demolition Work, remove tools, equipment, and demolished materials from Site. Remove protection and clean the surrounding area.

END OF SECTION

## **SECTION 01740**

### **CLEANING AND WASTE MANAGEMENT**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

##### **1.2 GENERAL**

- A. Execute cleaning, during progress of the Work, and at completion of the Work.
- B. Adequate periodic cleaning will be a condition for recommendation of progress payments.
- C. Waste Disposal
  - 1. Properly dispose all waste materials, surplus materials, debris, and rubbish off the Project Site.
  - 2. Provide suitable containers for storage of waste materials and debris.
  - 3. Do not burn or bury rubbish and waste materials on the Project Site.
  - 4. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 5. Do not discharge wastes into streams or waterways.
  - 6. Comply with all federal, state, and local anti-pollution laws, ordinances, codes, and regulations when disposing waste materials, debris, and rubbish.

##### **1.3 PROGRESS CLEANING**

- A. CONTRACTOR shall clean the work site daily.
- B. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
- C. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
- D. Remove debris from concealed spaces before enclosing the space.
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration.

## **1.4 FINAL CLEANING**

- A. Complete the following cleaning and waste-removal operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - 1. Clean and remove from the Project rubbish, waste material, debris, and other foreign substances.
  - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - 3. Hose clean sidewalks, and parking areas.
  - 4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 5. Leave watercourses, gutters, and ditches open and clean.
  - 6. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to minimum condition specified.
  - 7. Touch up and otherwise repair and restore chipped, scratched, dented, or otherwise marred surfaces to specified finish and match adjacent surfaces.
- B. Maintain the cleaning until OWNER occupies the Project.
- C. Leave Project clean and in a neat and orderly condition satisfactory to ENGINEER.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## **PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01770

### CLOSEOUT PROCEDURES

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Substantial Completion
- B. Final Inspection
- C. Request for Final Payment

##### **1.2 SUBSTANTIAL COMPLETION**

- A. Substantial completion shall be the date as certified by the ENGINEER when the construction of the Project, or a specified part thereof, is sufficiently completed, in accordance with the Contract Documents, so that the Project, or specified part, can be fully utilized for the purposes for which it was intended.
- B. Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract price.
  - 2. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
  - 3. Advise OWNER of pending insurance changeover requirements.
  - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 5. Obtain and submit releases enabling OWNER unrestricted use of the work and access to services and required certificates releasing bridge for use.
  - 6. Complete final cleanup requirements, including touch-up and otherwise repair and restore marred exposed finishes.
- C. Inspection Procedures: On receipt of a request for inspection, ENGINEER will either proceed with inspection or advise CONTRACTOR of unfilled requirements.
  - 1. ENGINEER will prepare the Certificate of Substantial Completion following inspection, or advise CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
  - 2. ENGINEER will repeat inspection when requested and assured that the work has been substantially completed.
  - 3. Results of completed inspection will for the basis of requirements for final acceptance.

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS

4. Date of Substantial Completion will begin the warranty period unless noted otherwise.

### **1.3 FINAL ACCEPTANCE**

- A. Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the contract price.
  3. Submit a copy of ENGINEER's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance. The list shall be endorsed and dated by the ENGINEER.
  5. Submit consent of surety to final payment.
  6. Submit a final liquidated damages settlement statement.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  8. Submit record drawings, damage or settlement survey, property survey, and similar final record information.
  9. Deliver extra stock, and similar items.
  10. Complete commissioning of the bridge.
  11. Remove temporary facilities from the site, along with construction tools, and similar elements.
  12. Complete final cleaning in accordance with Section 01740 – Cleaning and Waste Management.
- B. Re-inspection Procedure: ENGINEER will inspect the work upon receipt of notice that work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the ENGINEER.
  1. Upon completion of re-inspection, ENGINEER will prepare a certificate of final acceptance, or advise CONTRACTOR of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, re-inspection will be repeated.

### **1.4 REQUEST FOR FINAL PAYMENT**

- A. Submit request for final payment in accordance with the Agreement and General Conditions, as may be modified by the Supplementary Conditions, using procedure specified in Section 01290, Payment Procedures.



- B. Request for final payment shall include:
1. Documents required for progress payments in Section 01290, Payment Procedures.
  2. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.
  3. Releases or Waivers of Lien Rights:
    - a. When submitting releases or waivers of Lien rights, provide release or waiver by CONTRACTOR and each Subcontractor and Supplier that provided CONTRACTOR with labor, material, or equipment.
    - b. Provide list of Subcontractors and Suppliers for which release or waiver of Lien is required.
    - c. Each release or waiver of Lien shall be signed by an authorized representative of entity submitting release or waiver to CONTRACTOR, and shall include Subcontractor's or Supplier's corporate seal if applicable.
    - d. Release or waiver of Lien may be conditional upon receipt of final payment.
  4. Consent of Surety.
  5. Documentation that all punch list items are complete.
  6. Warranties.
  8. Record Drawings being maintained by the CONTRACTOR.

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## **SECTION 02240**

### **DEWATERING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. If necessary, the CONTRACTOR shall supply all labor, materials, tools and equipment required to locally lower and control the river levels, groundwater levels and hydrostatic pressures to permit all excavation and construction specified under this contract to be performed in the dry. The control of all ice, snow and surface water shall be considered as part of the work under this Section.
- B. The work under this Section shall include all costs of mobilization, supply, installation, operation, maintenance, supervision, and final dismantling and removal from the site of any and all dewatering equipment.
- C. The CONTRACTOR or his dewatering subcontractor shall be currently and appropriately licensed by the State of Michigan to undertake the work covered under this Section and shall submit such information to the ENGINEER.

##### **1.2 RELATED SECTIONS**

- A. Section 02300 – Earthwork.

##### **1.3 SUBMITTALS**

- A. In accordance with Section 01300 – Submittal Procedures, the CONTRACTOR shall submit complete plans and description of the overall dewatering system he proposes to use for the work under this Section for review by the ENGINEER, showing the details of the dewatering system prior to initiation of any excavation.
- B. Review by the ENGINEER of the dewatering system proposed by the CONTRACTOR will be only with respect to the basic principles of the methods the CONTRACTOR intends to employ. Review by the ENGINEER of the dewatering system will be based on the demonstrated performance of the system to satisfy the requirements for dewatering as specified herein.

##### **1.4 SITE CONDITIONS**

- A. The CONTRACTOR shall take all the steps that he considers necessary to familiarize himself with the site conditions, river flow, the ground conditions and the groundwater conditions.

#### **PART 2 - PRODUCTS**

NOT USED

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. It is the intent of this Section that an adequate dewatering system shall be installed to lower and control the river flow and groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the structure foundations and all other excavations. In addition, the system to be used shall reduce the hydrostatic head in the water-bearing strata below the structure foundations and all other excavations to the extent that the water level and piezometric water levels in the construction area are substantially a minimum of 3 feet below the prevailing excavation surface at all times. Appropriate screens and filters shall be used to prevent loss of soil through the dewatering equipment.
- B. Prior to any excavation below the groundwater level, the dewatering system shall be placed into operation to lower the water levels as required until all structures have been satisfactorily constructed including placement of fill materials and no longer requiring dewatering. An adequate weight of fill material or of structure shall be in place to prevent buoyancy or flotation prior to discontinuing operation of the dewatering system.
- C. Dewatering pumps or sump pumps shall not be permitted to run continuously through the night.
- D. The CONTRACTOR shall obtain written approval from the ENGINEER before discontinuing the operation of the dewatering system.
- E. The CONTRACTOR shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this Section. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are substantially a minimum of 3 feet below the prevailing excavation surface, will prevent the loss of fines, seepage, boils, quick conditions or softening of the foundation strata, will maintain stability of the sides and bottom of the excavation and will result in all construction operations being performed in the dry.
- F. The control of all surface and subsurface water, ice and snow is considered as part of the dewatering requirements. The control shall be adequate such that the stability of excavated and constructed slopes are not adversely affected by water, that erosion is controlled, and that flooding of excavations or damage to the existing and/or new structures or portions thereof does not occur. Surface water shall not be directed toward the excavations.
- G. The CONTRACTOR shall dispose of all water removed from the excavations in such a manner as will not endanger public health, property, any portion of the work under construction or completed either by him or any other CONTRACTOR, shall not recharge the water bearing strata and shall be performed in such a manner as will cause no inconvenience whatsoever to the OWNER, ENGINEER, or to others engaged on work about the site. Water shall be conveyed in conduits or open water channels to avoid erosion in foundation areas. However, open channels adjacent to existing footings shall not be permitted.

- H. The CONTRACTOR shall provide complete standby equipment, installed and available, for immediate operation as may be required, to adequately maintain dewatering on a continuous basis in the event that all or any part of the dewatering system may become inadequate or fail.
- I. If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, loosening of the foundation strata or instability of the slopes or damage to the structures foundations may occur. The supply of all labor, materials and plant, and the performance of all work necessary to carry out any necessary additional work for the reinstatement of the structures foundation soils resulting from such inadequacy or failure shall be undertaken by the CONTRACTOR subject to the approval of the ENGINEER and at no additional expense to the OWNER.

### **3.2 OBSERVATION WELLS**

NOT USED

### **3.3 CONTROL OF GROUNDWATER LEVELS**

NOT USED

### **3.4 REMOVAL OF SYSTEM(S)**

- A. After all requirements of this Section are met, the CONTRACTOR shall remove all materials and equipment used during this operation. All holes, wells, and pits shall be filled immediately with suitable material.

END OF SECTION

## **SECTION 02300**

### **EARTHWORK**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. The CONTRACTOR shall perform all excavation and backfilling necessary to complete the work. This shall include the excavation of earth and rock, the removal and disposal of unsuitable material, dewatering, placement of suitable fill and backfill material, and the restoration and final grading for all earth surfaces.

##### **1.2 RELATED SECTIONS**

- A. Section 02240 - Dewatering

##### **1.3 REFERENCES**

- A. MDOT, 2012 Standard Specifications for Construction

##### **1.4 PROJECT REQUIREMENTS**

- A. Work within rights-of-way.
  - 1. Where the governmental bodies having jurisdiction of the streets or rights-of-way have specific specifications relating to the requirements for work within their jurisdiction, such requirements must be met as a minimum requirement, and if these Specifications impose further limitation on the work, they shall also be met as the required work standard.
  - 2. During all operations of the CONTRACTOR in the streets, roadways, and waterways, the CONTRACTOR shall maintain barricades, lights, and warning signs as required by the agency having jurisdiction.

##### **1.5 EXISTING CONDITIONS**

NOT USED

##### **1.6 QUALITY ASSURANCE**

- A. The CONTRACTOR's independent testing firm shall provide the following:
  - 1. Certify that materials proposed by the CONTRACTOR meet specifications. Certification test reports shall be submitted to the ENGINEER.
  - 2. Conduct compaction testing of engineered fill below footings, foundations, slabs. The testing frequency shall be one test per lift per 400 square feet of fill.
  - 3. Any area failing compaction testing shall be compacted and re-tested at the CONTRACTOR's expense.

## **PART 2 - PRODUCTS**

### **2.1 BACKFILL MATERIAL**

- A. For areas not requiring "granular backfill" material, backfill shall be of the excavated material, with the exception that materials such as soft clay, topsoil, muck, cinders, vegetable matter, refuse, boulders and other objectionable and non-packing earth shall be excluded from the backfill and removed from the site. Stone larger than 3 inches in any dimension shall be excluded from the backfill and removed from the site by the CONTRACTOR.
- B. Where "granular material" backfill is required as specified herein, backfill material shall be defined as a material meeting granular material Class II as defined in MDOT Section 902.

## **PART 3 - EXECUTION**

### **3.1 GENERAL EXCAVATION**

- A. Excavation shall be performed by any practicable method consistent with the integrity and protection of the work and neighboring structures, workmen, and the public.
- B. All excavation may be open cut from the surface.
- C. Foreign material or unsuitable foundation material encountered such as wood, boulders, etc., which obstruct the excavation, shall be removed. Such materials found at the bottom of the excavation shall be removed and the foundation restored with approved materials.
- D. If excess excavation is made or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be filled with selected material solidly tamped into place, in not more than 6-inch layers to the satisfaction of the ENGINEER, before the construction work proceeds. At the direction of the ENGINEER, the excess excavation may be filled with 2000 psi concrete at the CONTRACTOR's expense.
- E. The excavation shall be kept dry during the work. Where water is encountered in the excavation, it shall be removed by pumping. All necessary precautions shall be taken to prevent damage to completed or partially completed structures. The CONTRACTOR shall be responsible for all damages caused by him due to inadequate or improper protection.

### **3.2 EXCAVATION FOR SEWERS AND WATER MAINS**

NOT USED

### **3.3 EXCAVATION FOR STRUCTURES**

- A. Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and for practicable construction methods to be followed.
- B. The CONTRACTOR shall take ample precautions to protect all trees and ornamental shrubbery not within the limits of the construction area, or within the construction areas shown on the Plans to be retained from injury by workmen, equipment, or any other

agencies connected with the work, including subcontractors. Such protection shall be provided during the progress of the excavation, grading, or other phases of the work as necessary. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction begins, when in the judgment of the ENGINEER, such precautionary measures are necessary. If, as a result of any phase of the work, trees are damaged or it is necessary to remove limbs in the way of construction, the repair of the damage and such limb removal shall be done by the CONTRACTOR as directed by the ENGINEER. All costs for the protective work shall be borne by the CONTRACTOR as incidental to the Contract work.

### **3.4 EXCAVATION FOR PAVED SURFACES**

NOT USED

### **3.5 SHORING, SHEETING AND BRACING**

- A. Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, they shall be furnished, placed, maintained, and except as shown or specified otherwise, removed by the CONTRACTOR.
- B. All sheet piling, shoring, sheeting and bracing shall be designed by a professional engineer engaged by the CONTRACTOR with demonstrated competence and experience in such work. The sheeting system shall be designed to prevent bottom failure and hydrostatic uplift within the excavation. Provision shall also be made in the design for lateral pressures due to side slope and construction equipment or other surcharge loads, as applicable.
- C. The CONTRACTOR shall provide to the ENGINEER for his review, design calculations and arrangement drawings of the sheeting system prior to ordering any materials for bracing, sheeting, etc., and prior to the commencement of the excavation.
- D. All materials, except as otherwise specified, used for sheeting and sheet piling, lagging, braces, shores, and stringers, or waling strips shall be of approved quality and dimensions throughout.
- E. Materials for sheeting systems shall be furnished and driven or set in place by the CONTRACTOR, where necessary or wherever ordered by the ENGINEER, whether the same is or is not considered necessary by the CONTRACTOR. If, in the opinion of the ENGINEER, the materials furnished by the CONTRACTOR are not of proper quality or sufficient size or not properly placed to ensure the safety of the work or of adjacent structures and property, the CONTRACTOR shall, upon notice from the ENGINEER to that effect, forthwith procure, furnish and set in place or drive other and satisfactory materials, or place the material in a satisfactory manner; and if he shall fail or neglect to do so, the ENGINEER may order all or any part of the work to be stopped until such materials so used are furnished and placed; and the CONTRACTOR shall not be entitled to claim, demand, or receive any compensation for larger size or better quality or different disposal of materials ordered by the ENGINEER, nor any compensation for allowance of any kind whatsoever for or on account of any damage or delay resulting from such stoppage of work.
- F. Steel sheet piling may be either new or used. It shall be of adequate strength, straight and properly braced. Steel sheet piling shall be of the interlocking type. Friction in the interlocks shall not be assumed to contribute to the strength of the sheet piling.

- G. The design, planning, installation and removal, if required, of all sheet piling, shoring, sheeting, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.
- H. Walers and bracing shall be supplied and installed as required to complete the sheeting system. Walers and braces shall be of adequate strength for the load imposed. Splices in walers shall develop the full strength of the member in bending, shear, and axial compression.
- I. If bracing members are to be removed during construction, the timing and procedure for removal shall not induce excessive stresses in the permanent structures or in steel sheet piling and bracing members.
- J. If the construction sequence of structures requires the transfer of bracing to the completed portions of any structure, the CONTRACTOR shall secure written acceptance of the ENGINEER prior to the installation of such bracing.
- K. The neglect, failure, or refusal of the ENGINEER to order the use of sheeting, or sheet piling or steel, or to order the same to be left in place, or the giving or failure to give of any order or directions as to the manner or methods of driving or placing sheeting, sheet piling, bracing, shores, etc., shall not in any way relieve the CONTRACTOR of any or all obligations under this Contract. Sheeting left in place shall be cut off one (1) ft below existing grade.
- L. The rules of the OSHA and the State Department of Labor with respect to excavation and construction shall at all times be strictly observed.

### **3.6 BACKFILLING FOR SEWERS AND WATER MAINS**

NOT USED

### **3.7 FILLING AND BACKFILLING FOR STRUCTURES**

- A. Embankments underlying structural footings, streets and drives, sidewalks and around structures shall be granular material meeting the requirements of the Michigan Department of Transportation for granular material compacted to 95% density.
- B. Under all interior and exterior floor slabs, an 8-inch thick granular cushion shall be placed. This material shall be MDOT Class II granular material.
- C. Where embankment material is placed to achieve a new surface elevation, the top 4 inches shall be approved topsoil either salvaged from the site or hauled in by the CONTRACTOR.

### **3.8 FILLING AND BACKFILLING FOR PAVED SURFACES**

NOT USED

### **3.9 PREPARATION OF SUBGRADE FOR PAVED SURFACES**

NOT USED



### **3.10 GRADING**

- A. The CONTRACTOR shall grade the site to achieve the elevations as shown on the Plans. All disturbed areas beyond the grading limits shall be restored to prior condition.
- B. Surplus excavated material not needed shall be disposed of by the CONTRACTOR. All damage caused by the CONTRACTOR during the course of his operations shall be cleaned, repaired, or replaced by means approved by the OWNER/OWNER'S REPRESENTATIVE at the CONTRACTORS expense.
- C. All temporary earth changes shall be in conformance with the Soil and Erosion Control Act.

### **3.11 RESTORATION**

- A. All damage caused by the CONTRACTOR during the course of his operations shall be cleaned, re-laid or rebuilt with new materials to a condition equal to the original state, and of thickness equal to the original structure and to the original line and grade at the CONTRACTOR's expense.
- B. Where the excavation is located beside a ditch and/or where an existing ditch is filled or disturbed in the CONTRACTOR's operations, the CONTRACTOR shall clean, repair, or replace the ditch with properly pitched bottom and side slopes and of section and capacity not less than the original section.
- C. Where excavation has been through areas containing foliage, the CONTRACTOR shall restore the disturbed area by planting new foliage approved by the OWNER/OWNER'S REPRESENTATIVE over the final backfill material.
- D. The CONTRACTOR shall remove excess dirt and other construction material from the site of the work and leave the site in a condition equal to its original state.
- E. The final condition of the streets and roadways shall be subject to the approval of the governmental body having jurisdiction thereof, as well as review by the ENGINEER.

END OF SECTION

**SECTION 02920**

**LAWNS AND GRASSES**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Fine Grading
- B. Topsoil
- C. Fertilizers
- D. Seeding

**1.2 RELATED SECTIONS**

- A. Section 02300 – Earthwork

**1.3 SUBMITTALS**

- A. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- B. Certification of all fertilizers.
- C. Certified analysis of the topsoil from each source.

**1.4 REFERENCES**

- A. MDOT, 2012 Standard Specifications for Construction
- B. ASTM D5268 - Topsoil Used for Landscaping Purposes

**1.5 DESCRIPTION**

- A. The CONTRACTOR shall permanently prepare, fertilize, and seed the areas designated on the Plans or disturbed by the CONTRACTOR. Riprap shall be placed where shown on the Plans or required by the ENGINEER.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers, bearing seed analysis and the date of the seed testing. The testing shall be within a period of six months prior to commencement of planting operations.
- B. Fertilizer: Delivered in bags or other convenient containers, each fully labeled, conforming to applicable state fertilizer laws, bearing the grade and the trade name of the producer.
- C. The CONTRACTOR is responsible for proper storage & security of all seeding materials.

## 1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecast weather conditions are suitable for work. At option and under full responsibility of CONTRACTOR, planting operations may be conducted under unseasonable conditions, but without additional compensation.

## 1.8 SCHEDULING

- A. Planting Season: Sow seed during normal planting seasons and per project schedule. Optimal time for seed is between April 1 and June 1, and between September 1 and October 15.

## 1.9 MAINTENANCE

- A. It is the responsibility of the CONTRACTOR to establish a dense lawn of permanent grasses, free from mound and depressions. Any portion of the sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be re-seeded. Such re-seeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.
- B. The CONTRACTOR shall maintain all lawn areas until they have been accepted by the OWNER. Lawn maintenance shall begin immediately after the grass seed or sod is in place and continue until provisional acceptance.
  - 1. Lawns shall be protected and maintained by watering, mowing, and re-seeding as necessary for one year to establish a uniform weed-free stand of grasses and until specific lawn acceptance has been made. CONTRACTOR shall review lawn establishment on a minimum bi-weekly basis. Maintenance includes deposition of additional topsoil and re-sodding as may be required to correct all settlement and erosion until the date of final acceptance.
  - 2. At the time of the first cutting the lawn shall be 2-1/2 to 3-1/2 inches high, and the mower blades shall be set at 2-1/2 inches high. All lawns shall receive at least six mowings, with a minimum of 1 week between mowing, before acceptance.
  - 3. Damage to seeded areas resulting from erosion shall be repaired by the CONTRACTOR at the CONTRACTOR's expense. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 3" x3" in size.
- C. When the above requirements have been fulfilled, the OWNER will accept the lawn.

## PART 2 - PRODUCTS

### 2.1 TOPSOIL

- A. Topsoil shall meet the requirements of ASTM D5268 Topsoil shall not be contaminated or excessively acidic or alkaline, and shall be free of stones 1 inch or larger in any dimension. Topsoil shall consist of natural loam, sandy loam, silty loam, or clay loam humus-bearing soils adapted to sustain plant life.
- B. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with

imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

## **2.2 FERTILIZER**

- A. Fertilizer shall meet the requirements of the MDOT Section 917.

## **2.3 SEED**

- A. Permanent seed shall meet the requirements of the MDOT Section 917 for seed mixture THM, as follows:
  - 1. 65% Kentucky Bluegrass, 98% pure with an 85% germination factor.
  - 2. 25% Creeping Red Fescue, 97% pure with an 85% germination factor.
  - 3. 10% Perennial Ryegrass, 96% pure with a 85% germination factor.
- B. Temporary seeds, their spreading rates and dates of application shall be as follows:
  - 1. April 1 to August 15:  
Spring oats or barley, at 2 lbs/1000 sq ft, or 3 bu/acre;  
Domestic rye grass, at .5 lb/1000 sq ft, or 20-25 bu/acre.
  - 2. June - July:  
Sudangrass, at 1 lb/1000 sq ft, or 30-40 lbs/acre.
  - 3. August 1 to October 15:  
Rye, at 1lbs/1000 sq ft, or 2-3 bu/acre; Perennial Ryegrass, at .5 lb/1000, or 20-25 lbs/acre.
  - 4. September 20 to October 15:  
Wheat, at 3 lbs/1000 sq ft, or 2-3 bu/acre

## **2.4 SOD**

NOT USED

## **2.5 MULCH**

- A. Mulch shall meet the requirements of the MDOT Section 917 for straw mulch blankets.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Prior to sodding, OWNER must approve condition of the seedbed. Inadequate seedbed preparation shall result in the reworking of the area to the complete satisfaction of the OWNER.
- B. Do not proceed until unsatisfactory conditions have been corrected.
- C. The CONTRACTOR is solely responsible to determine the quantity of cut and fill required to complete the work and to locate a suitable source and amount of topsoil.

### **3.2 TOPSOIL PLACEMENT**

- A. The application of topsoil shall occur only when conditions are favorable so as to minimize damage to the subgrade.
- B. Where undesirable soils exist within the subgrade, it will be the responsibility of the CONTRACTOR not to contaminate the topsoil during the replacement or finishing process. All undesirable soils or objects will be removed from the topsoil seedbed at the cost of the CONTRACTOR.
- C. Topsoil shall be placed and spread over the areas graded as shown on the plans in such a manner so that after compaction and natural settling the topsoil will conform to finished grades as shown.
- D. Provide a smooth transition between adjacent existing grades and new grades.
- E. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

### **3.3 FINE GRADING**

- A. Areas to be planted shall be finish graded to provide surface drainage.
- B. Undulations and unsightly variations in grade which will not permit the use of normal mowing equipment without scalping shall be removed so that proper use of such equipment may be accomplished.
- C. Limit preparation to areas that will be planted in the immediate future.
- D. Loosen existing topsoil to a minimum depth of 4 inches. Remove stones, sticks, roots, rubbish, and other extraneous matter larger than 1 inch in any dimension.
- E. Mix soil amendments and fertilizers with new topsoil per recommendations from soil report. Delay mixing fertilizer if planting does not follow placing of topsoil within a few days. Either mix soil before spreading or apply soil amendments and fertilizers on surface of spread topsoil and mix thoroughly into top 4 inches of topsoil before planting

### **3.4 TEMPORARY SEEDING AND MULCHING**

- A. The seedbed immediately before seeding shall be firm but not so compact as to prohibit covering seed, securing adequate germination, or root penetration. Tillage implements shall be used as necessary to provide at least a 3-inch depth of firm but friable soil, free of large clods and stones.
- B. Seed may be broadcast by hand, by cyclone-type mechanical seeders or applied with a drill, cultipacker-seeder, or other suitable equipment. Seed should be covered approximately 2-inches deep either during seeding operation or by following broadcast application with cultipacker or similar tool.
- C. Mulching shall be used with all seedings on disturbed soil areas and for temporary use without seeding during months unfavorable to seeding.
- D. Immediately after seeding, mulch with unweathered small grain straw (preferably wheat) or hay spread uniformly at the rate of 1-1/2 ton per acre, or 100 lbs (2-3 bales) per 1,000 sq ft.

### **3.5 PERMANENT SEEDING**

- A. Topsoil shall be spread to a depth of 4 inches unless otherwise shown on the Plans. Placement of topsoil shall conform to MDOT Section 816.
- B. All areas to be seeded shall be fertilized in accordance with City requirements. CONTRACTOR shall provide all necessary soil tests to determine fertilizer needs.
- C. Permanent seeding shall conform to MDOT Section 816. Seeding rate shall be 400 lb/acre.
- D. Fertilizing shall conform to all local restrictions.

### **3.6 MULCHING**

- A. Straw mulch blankets shall be applied to all seeded areas. Blankets shall be attached with biodegradable wooden pegs per the manufacturer's recommendations.

### **3.7 PROTECTION**

- A. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. Concrete work shall include the furnishing of all labor, materials, formwork, reinforcing, tools and equipment required to manufacture, transport, place, protect, repair, cure, and finish all concrete work for a complete and functioning installation in accordance with the Contract Documents.
- B. The CONTRACTOR shall be responsible for all items (openings, rebar, sleeves, inserts, anchorages, etc.) shown on the Plans and those which may not be shown on the Plans but are required to be placed in the concrete work.
- C. Progress of Work
  - 1. If unacceptable concrete strength or air content occurs and additional testing or remedial actions or modifications are required, further concrete work will not be permitted until such testing has revealed the probable cause of the low strength or low air levels and a program of remedial actions or modifications has been implemented.

##### **1.2 DEFINITIONS**

- A. The following supplemental definitions cover the meanings of certain words and terms as used in this Section.
  - 1. Reviewed or Permitted: Reviewed by the OWNER and/or OWNER's REPRESENTATIVE.
  - 2. Exposed Construction: Exposed to view. Situated so that it can be seen from eye level from any location after completion of the structure.
  - 3. Normal Weight Concrete: Concrete for which density is not a controlling attribute, made with aggregates of the types covered by "Specification for Concrete Aggregates" (ASTM C-33), and having unit weights in the range of 135 to 160 lb/cu ft.
- B. Other words and terms used in these specifications are defined in Cement and Concrete Terminology (ACI-SP-19).

##### **1.3 STANDARDS**

- A. The latest edition of the standards from the American Society for Testing and Materials, American Concrete Institute, American Welding Society, and Concrete Reinforcing Steel Institute, referred to in these Specifications, are listed below with their serial designation and are declared to be a part of these Specifications, the same as if fully set forth herein, except as modified in this Specification.
  - 1. American Society for Testing and Materials, 1916 Race St., Philadelphia, PA 19103:

- A 82-85 Standard Specification for Cold-Drawn Steel Wire for Concrete Reinforcement
- A 184-86 Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
- A 185-85 Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement
- A 496-85 Standard Specification for Deformed Steel Wire for Concrete Reinforcement
- A 497-86 Standard Specification for Welded Deformed Steel Wire Fabric for Concrete Reinforcement
- A 615-87 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- C 31-87a (1980) Standard Method of Making and Curing Concrete Test Specimens in the Field
- C 33-86 Standard Specification for Concrete Aggregates
- C 39-86 Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens
- C 42-84a Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- C 94-86b Standard Specification for Ready-Mixed Concrete
- C 109-86 Standard Method of Test for Compressive Strength of Hydraulic Cement Mortars (using 2-inch (50-mm) cube specimens)
- C 138-81 Standard Method of Test for Unit Weight Yield, and Air Content (Gravimetric) of Concrete
- C 143-78 Standard Method of Test for Slump of Portland Cement Concrete
- C 144-87 Standard Specification for Aggregate for Masonry Mortar
- C 150-86 Standard Specification for Portland Cement
- C 172-82 Standard Method of Sampling Fresh Concrete
- C 173-78 Standard Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method
- C 192-81 Standard Method of Making and Curing Concrete Test Specimens in the Laboratory
- C 231-82 Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method
- C 260-86 Standard Specification for Air-Entraining Admixtures for Concrete

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- C 309-81 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- C 387-87 Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete
- C 494-86 Standard Specification for Chemical Admixtures for Concrete
- D 994-71 Standard Specification for Pre formed expansion Joint Filler for Concrete (Bituminous Type)
- D 1751-83 Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- E 329-77 Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction

2. American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219

- SP-1 5 Field Reference Manual: Specifications for Structural Concrete for Buildings ACI 301-89 with Selected ACI and ASTM References, 1989.
- ACI 116 Cement and Concrete Terminology.
- ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
- ACI 212.3 Chemical Admixtures in Concrete
- ACI 214 Recommended Practice for Evaluation of Strength Test Results of Concrete (Reapproved for 1989)
- ACI 302.1 Guide for Concrete Floor and Slab Construction
- ACI 303 Guide to Cast-In-Place Architectural Concrete Practice
- ACI 304 Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete (Revised 1982)
- ACI 302 Placing Concrete by Pumping Methods
- ACI 305 Hot Weather Concreting
- ACI 306 Cold Weather Concreting
- ACI 308 Standard Practice for Curing Concrete
- ACI 309 Recommended Practice for Consolidation of Concrete
- ACI 31 5 Details and Detailing of Concrete Reinforcement (Revised 1986)
- ACI 318 Building Code Requirements for Reinforced Concrete (Revised 1987)
- ACI 318.1 Building Code Requirements for Structural Plain Concrete

- ACI 347 Recommended Practice for Concrete Formwork
  - ACI 350 Concrete Sanitary Engineering Structures
  - ACI 503 Use of Epoxy Compounds with Concrete
  - 3. American Welding Society, 550 N.W. LeJenne Road, P.O. Box 351040, Miami, FL 33135; "Structural Welding Code - Reinforcing Steel" (AWS D1.4-79).
  - 4. Concrete Plant Manufacturers Bureau, 900 Spring Street, Silver Spring, MD 20910: "Concrete Plant Mixer Standards of the Plant Mixer Manufacturer's Division".
  - 5. National Ready Mix Concrete Association, 900 Spring Street, Silver Spring, MD 20910: "Check List for Certification of Ready Mixed Concrete Production Facilities".
  - 6. Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60601: "Placing Reinforcing Bars," and "Reinforcement Anchorages and Splices," latest editions.
- B. Field Reference Manual
- 1. The CONTRACTOR shall keep at least one copy of "Specifications for Structural Concrete for Buildings (ACI 301) with Selected ACI and ASTM References "ACI Field Reference Manual SP-15, in the field office at all times.

#### 1.4 SUBMITTAL REQUIREMENTS

- A. Shop Drawings: Submit in accordance with the General Conditions, covering the items included under this Section.
- 1. Shop Drawings of Reinforcement: Submit original Shop Drawings for fabrication, bending, and placement of concrete reinforcement. Comply with Reinforcement Shop Drawing Checklist below as applicable:
    - a. Reinforcement Shop Drawing Checklist:
      - 1) Specify ASTM number and grade of reinforcing on submitted Shop Drawings (e.g., ASTM A 615, Grade 60).
      - 2) Specify clear coverages and bar support spacing per Placing Reinforcement Specification in Article 2.09.
      - 3) Specify lap lengths as shown on the Structural Drawings.
      - 4) Submit Bar Bending Schedule.
      - 5) Use closed stirrups and ties with 135-degree hooks, unless noted otherwise in Drawings.
      - 6) Specify major Contract reference Drawings on submitted detail sheets. Use same section cut numbers and letters when practical.
      - 7) Show stirrup spacing.
      - 8) Show details for additional reinforcing items. Examples are reinforcing around openings, control joints, equipment pads, masonry reinforcement.

- 9) Show numeric elevation references on sections shown on submitted Shop Drawings.
  - 10) Locate expansion and control joints.
  - 11) Organize and present sheets in logical sequence.
  - 12) Submit "small" submittal packages when practical.
  - 13) Show inside and outside or near face and far face on walls.
  - 14) Show bar spacings and quantities on Shop Drawing submittals.
  - 15) Immediately contact OWNER and/or OWNER's REPRESENTATIVE if Contract Documents are unclear.
  - 16) For epoxy coated reinforcement, coating applicator must furnish written certification that the coated reinforcing bars were cleaned, coated, and tested according to ASTM D3963.99.
- b. Mix Designs: Submit the following for all concrete classes:
- 1) Water/cement ratio (total gallons of water per cubic yard)
  - 2) Brand, type, and quantity of cement
  - 3) Type and quantity of aggregates
  - 4) Type and quantity of admixtures
  - 5) Unit weight (wet density)
  - 6) History of composition strength based on 28-day compression test. Test reports shall be current and within 90 days of submittal. Concrete supplier must demonstrate a familiarity with his supplied mix.
  - 7) Submit laboratory test reports and certification letters for concrete mix design, cement, aggregates (particularly deleterious materials in coarse aggregate), four weeks before scheduled pouring.
- B. Product Data: Submit data for proprietary materials and items, including admixtures, patching compounds, waterstops, joint systems, curing compounds, and other materials installed under this Section.
- C. Submit samples of materials as requested by OWNER and/or OWNER's REPRESENTATIVE, including names, sources and descriptions.
- D. Quality Assurance Submittals:
1. Submit written reports to ENGINEER documenting testing and inspection results.
  2. Submit mill test reports on reinforcement.

3. Submit materials certificates in lieu of laboratory test reports on other materials. Manufacturer and CONTRACTOR shall sign material certificates certifying that each material item complies with, or exceeds, specified requirements. Submit certification from admixture manufacturers that chloride content complies with specification requirements.
4. CONTRACTOR shall be experienced with the placement, finishing, and curing of the specified concrete mixes and admixtures, and provide a minimum of five (5) reference projects.

## **1.5 PROJECT CONDITIONS**

- A. Protection against Freezing: Cover completed Work with sufficient temporary cover to protect against possibility of freezing. Provide supplemental heat and maintain cover for curing period or until temperatures cannot affect concrete.
- B. Protect adjacent finish materials against spatter during concrete placement.

## **1.6 MANUFACTURERS**

- A. Subject to compliance with the specified requirements, manufacturers which may be incorporated in Work include:
  1. Fiber Reinforcement:
    - a. "Fiberstrand 100", Euclid Chemical Co.
    - b. "Fibermesh", Fibermesh Co.
    - c. "Forta", Forta Corporation
    - d. "Grace Fibers", W.R. Grace & Co.
    - e. "Fibrasol F", Axim Technologies
  2. Air-Entraining Admixture:
    - a. AEA 15, Sika Corp.
  3. Silica Fume:
    - a. "Catexol S.F. – D", Axim Technologies
    - b. OWNER/OWNER's REPRESENTATIVE approved equal.
  4. Corrosion Inhibitor and Bonding Agent:
    - a. Armatech 110-EpoCem, Sika Corporation
  5. Water-Reducing Admixture:
    - a. "Plastocrete 161", Sika Chemical Corporation
  6. High-Range Water-Reducing Admixture:
    - a. ViscoCrete 2100, Sika Corporation

7. Water Reducing, Non-Chloride Accelerator Admixture:
  - a. Sika Corporation
8. Water-Reducing, Retarding Admixture:
  - a. Sika Corporation
9. PVC Waterstops
  - a. Greenstreak Plastic Products
  - b. W.R. Meadows
  - c. Vulco
10. Bentonite Waterstops:
  - a. "Volclay Waterstop - RX 101T Trapezoid; Standard Hydration", American Colloid Company
  - b. "Volclay Waterstop - RX 101TRH Trapezoid; Rapid Hydration", American Colloid Company
  - c. "Volclay Waterstop - RX 102", American Colloid Company
  - d. "Volclay Waterstop - WB Adhesive", American Colloid Company
11. Expansion and Isolation Joint Filler (excluding pavements):
  - a. "Sealtight Sponge Rubber", W.R. Meadows
  - b. "1300 Series Sponge Rubber", Williams Products
12. Expansion and Isolation Joint Sealant, one part polyurethane:
  - a. "Vulkem 45 or 116", Mameco International
  - b. "Sonolastic NP1", Sonneborn-Contech
  - c. "Dynaseal W-517 or 907", Williams Products
13. Non-Shrink Grout:
  - a. Dayton-Superior
  - b. Euclid Chemical Co.
  - c. Master Builders
  - d. U.S. Grout Corporation
14. Shrinkage Reducing Admixture
  - a. "Eucon SRA", Euclid Chemical Co.
  - b. OWNER/OWNER'S REPRESENTATIVE approved equal.

15. Chemical Hardener:
  - a. "Burk-O-Lith", The Burke Co.
  - b. "Day-Chem Hardener", Dayton-Superior
  - c. "Surfhard", Euclid Chemical Co.
  - d. "Mastertop CST", Master Builders
  - e. "Lapidolith", Sonneborne-Rexnord
16. Moisture-Retaining Cover:
  - a. Polyethylene-coated burlap.
17. Brush and Float Waterproof Finish:
  - a. "Thorseal", Standard Dry Wall Products.
18. Adhesive Anchors:
  - a. "HIT ICE", Hilti Systems

## **PART 2 - PRODUCTS**

### **2.1 CEMENT**

- A. Cement shall be Portland cement Types I or III, and shall conform to ASTM C150 and contain less than 0.60 percent alkalis. Different cements shall not be used interchangeably in the same element or portion of the work.

### **2.2 ADMIXTURES**

- A. The following admixtures will be permitted or required in the concrete as stated.
  1. Air-entraining admixture conforming to ASTM C260.
  2. Water reducing, retarding and accelerating admixtures conforming to ASTM C494 will be permitted in concrete made with Type I Cement. Water reducing admixture conforming to ASTM C494 will be permitted in concrete made with Type III Cement.
  3. Fly Ash
    - a. Fly ash shall be Type Class C or F, meeting the requirements of ASTM C618 and the carbon content shall be less than one percent.
  4. Blast Furnace Slag (GGBFS)
    - a. GGBFS shall conform to ASTM C989.
- B. Admixtures used in the concrete shall be of the same composition as used in establishing the required concrete proportions (See paragraph 2.07 of this Section of the Specifications).

- C. Calcium chloride or admixtures containing calcium chloride will not be permitted in the concrete work.
- D. The name, manufacturer, and technical information for all admixtures shall be submitted for approval.
- E. All admixtures shall be used in accordance with the manufacturer's instructions.
- F. Admixtures shall be supplied by a single manufacturer to ensure compatibility.

### **2.3 WATER**

- A. Mixing water for concrete shall be fresh, clean, and free from injurious amounts of oil, acid, alkalis, salts, sewage, organic matter, or other deleterious substances and meet the requirements of ASTM C94.

### **2.4 AGGREGATES**

- A. Aggregates shall conform to ASTM C33. Coarse aggregates shall meet the grading requirements for size 67 for all concrete work unless noted otherwise.
- B. Fine and coarse aggregates shall be regarded as separate ingredients. Each size of coarse aggregate, as well as the combination of sizes when two or more are used, shall conform to the appropriate grading requirements of the applicable ASTM specifications.
- C. Aggregates shall be tested for reactivity. To minimize alkali-silica reactions, high alkali content shall not be permitted.

### **2.5 FIBER REINFORCEMENT**

- A. Polypropylene fibers designed as secondary reinforcing. Fibers to comply with ASTM C1116, Type III, not less than ¾-inch long.

### **2.6 STORAGE OF MATERIALS**

- A. Cement shall be stored in weather-tight buildings, bins, or silos which will exclude moisture and contaminants.
- B. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of like aggregates. To insure that this condition is met, any test for determining conformance to requirements for cleanness and grading shall be performed on samples secured from the aggregates at the point of batching. Frozen or partially frozen aggregates shall not be used.
- C. Natural or manufactured sand shall be allowed to drain until it has reached relatively uniform moisture content before it is used.
- D. To prevent excessive variations in moisture content, predampened aggregates must remain in the stockpiles for a minimum of 12 hours before use.
- E. Admixtures shall be stored in such a manner as to avoid contamination, evaporation, or damage. For those used in the form of suspensions or non-stable solutions, agitating equipment shall be provided to assure thorough distribution of the ingredients. Liquid admixtures shall be protected from freezing and from temperature changes which would adversely affect their characteristics.

F. Moisture retaining covers shall be one of the following, complying with ASTM C17:

Waterproof Paper  
Polyethylene Film, Burleen

## 2.7 PROPORTIONING

### A. General

1. Concrete for all parts of the work shall be of the specified quality capable of being placed without excessive segregation. When hardened, concrete shall develop all characteristics required by these Specifications.
2. Use Portland Cement Type I or III.
3. Fly ash shall be used to partially supplant cement content in concrete. Replacement quantity shall be not less than 15%, nor more than 20% of cement content by weight.
4. Concrete shall not have less than one inch slump as determined by ASTM C143.
5. The nominal maximum size of the aggregate shall not be more than one-fifth of the narrowest dimension between sides of forms, one-third of the depth of slabs, nor three-fourths of the minimum clear spacing between reinforcing bars.

### B. Design Mixes

1. Locations for concrete classes are attached at the end of this section.
2. Properties for concrete classes are attached at end of this section.
3. Adjustment of Concrete Mixes: Mix designs may be adjusted when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, when approved by ENGINEER, at no additional cost to OWNER. Submit laboratory test data for revised mix design and strength results to ENGINEER before using in work.
4. Admixtures:
  - a. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete for placement and workability.
  - b. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F (10 degrees C).
  - c. Add air-entraining admixture at manufacturer's prescribed rate to result in placed concrete having total air content specified.
  - d. Refer to the mix designs attached at the end of this section for other specific admixture usage.

## 2.8 FORMWORK

### A. General

1. Forms shall be used to confine the concrete and shape it to the required dimensions. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall have sufficient rigidity to maintain specified tolerances.

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2. Formwork shall conform to ACI 347.
3. Earth cuts may be used to form footings, trench footings, and mass footings provided that the cut is clean, reasonably straight, and meets the tolerances of this Section. Review by the ENGINEER is required in order to use earthcuts. If the earth cannot hold the shapes required by the Drawings these items shall be formed.

B. Design and Installation of Formwork

1. The design and engineering of the formwork, as well as its construction, shall be the responsibility of the CONTRACTOR.
2. The formwork shall be designed for the loads, lateral pressure, and allowable stresses outlined in ACI 347, Design of "Recommended Practice for Concrete Formwork" as well as for the design considerations, wind loads, allowable stresses, and other applicable requirements of the controlling local building code.
3. Requirements for facing materials are given in following items of this Section of the Specifications. The maximum deflection of facing materials reflected in concrete surfaces exposed to view shall be 1/240 of the span between structural members.
4. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Chamfer strips (1" x 1" x 1-1/2") shall be placed in the corners of forms to produce beveled edges on permanently exposed surfaces unless detailed otherwise. Interior corners on such surfaces and the edges of formed joints will not require beveling. Exposed surfaces include surfaces exposed to view or water in the finished construction.
5. Positive means of adjustment (wedge or jacks) of shores and struts shall be provided and all settlement shall be taken up during concrete placing operation. Forms shall be securely braced against lateral deflections. Formwork shall be cambered to compensate for anticipated deflections in the formwork prior to hardening of the concrete.
6. Temporary openings shall be provided at the base of column forms and wall forms and at other points where necessary to facilitate cleaning and observation immediately before concrete is placed.
7. Form accessories to be partially or wholly embedded in the concrete, such as ties and hangers, shall be of a commercially manufactured type. Non-fabricated wire shall not be used.
8. Form ties shall be constructed so that the end or end fasteners can be removed without causing appreciable spalling at the faces of the concrete. Form ties shall have cones on each end.
  - a. Non-Exposed Concrete Work: After the ends or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 2 diameters or twice the minimum dimension of the tie from the formed faces of concrete and in no case shall this distance be less than 3/4 inch.
  - b. Exposed Concrete Work (this shall apply to areas where one or both faces of the work is exposed to view; i.e., retaining wall): Form, ties, assemblies for concrete exposed to water, influent, effluent, weather, freeze/thaw and similar exposures shall permit tightening of the forms and shall leave no metal or other material within 1-1/2 inch of the surface. The assembly

should provide cone-shaped depressions at the form/concrete surface interface of at least one inch diameter and 1-1/2 inch deep to permit filling and patching. Tie shall be tight fitting or tie holes shall be sealed to prevent leakage. Single rod ties shall be equipped with a tightly fitted washer at midpoint when part of the tie is to remain in concrete exposed to liquids.

- c. Tie systems shall provide positive pressure at all joints to preclude mortar/grout leakage.
- 9. At construction joints, contact surface of the form sheathing for flush surfaces shall overlap the hardened concrete in the previous placement by not more than 1 inch. The forms shall be held against the hardened concrete to prevent offsets or loss of mortar at the construction joint and to maintain a true surface.
  - 10. Wood forms for wall openings shall be constructed to facilitate loosening, if necessary, to counteract swelling of the forms.
  - 11. Wedges used for final adjustment of the forms prior to concrete placement shall be fastened in position after the final check.
  - 12. Formwork shall be so anchored to shores or other supporting surfaces or members that upward or lateral movement of any part of the formwork system during concrete placement will be prevented.
  - 13. Runways for moving equipment shall be provided with struts or legs and shall be supported directly on the formwork or structural member without resting on the reinforcing steel.
  - 14. Provide temporary openings at base of wall and column forms and other interior areas of formwork where it is inaccessible for cleanout, for observation before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
  - 15. Provisions for other trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing these items. Accurately place and securely support items built into forms.
- C. Tolerances
- 1. The formwork shall be constructed so that the concrete surfaces will conform to the tolerance limits listed in Table 2.08.C.1.

Table 2.08.C.1  
Tolerances for Formed Surfaces

- (1) Variation from plumb:
- a. In the lines and surfaces of columns, piers, walls, and in arises:
 

in any 10 ft of length	¼ - inch
maximum for entire length	1 inch
  - b. For exposed corner columns, control joint grooves and other conspicuous lines:
 

in any 20'- 0" length	¼ - inch
maximum for the entire length	½ - inch
- (2) Variation from the level or from the grades specified in the Contract Documents:
- a. In slab soffits, ceilings, beam soffits and in arises, measured before removal of supporting shores
 

in any 10 ft of length	¼ - inch
in any bay or any 20 ft length	⅜ - inch
maximum for entire length	¾ - inch
  - b. In exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines:
 

in any bay or in 20 ft length	¼ - inch
maximum for entire length	½ - inch
- (3) Variation of the linear building lines from established position in plan and related position of columns, walls, & partitions:
- |                           |          |
|---------------------------|----------|
| in any bay                | ½ - inch |
| in any 20 ft of length    | ½ - inch |
| maximum for entire length | 1 inch   |
- (4) Variation in the sizes and location of sleeves, floor openings, & wall openings
- ± ¼ - inch
- (5) Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls
- |       |          |
|-------|----------|
| minus | ¼ - inch |
| plus  | ½ - inch |

(6) Footings

a. Variations in dimensions in plan:

minus	½ - inch
plus	2 inches

b. Misplacement of eccentricity:

2% of footing width in direction of misplacement but no more than 2 inches

c. Thickness:

decrease in specified thickness	0 inch
increase in specified thickness	1 inch

(7) Variation in steps:

a. In a flight of stairs:

Rise	± 1/8 - inch
Tread	± 1/8 - inch

b. In consecutive steps:

Rise	± 1/16 - inch
Tread	± 1/8 - inch

2. The CONTRACTOR shall establish and maintain in an undisturbed condition and until final completion and acceptance of the project sufficient control points and bench marks to be used for reference purposes to check tolerances.

3. Regardless of the tolerances listed in Table 208.C.1, no portion of the abutments shall extend beyond the legal boundary of the project.

D. Preparation of Form Surfaces

1. All surfaces of forms and embedded materials shall be cleaned of any accumulated mortar or grout from previous concreting and of all other foreign material before concrete is placed in them. Local defects such as chipped plywood or kinks in steel forms will not be permitted.

2. Unless otherwise specified or approved, surfaces of forms shall be treated as follows:

a. Before placing of either the reinforcing steel or the concrete, the surfaces of the forms shall be covered with an approved coating material that will effectively prevent absorption of moisture and prevent bond with the concrete, and will not stain the concrete surfaces. A field applied form release agent or sealer of approved type or a factory applied non-absorptive liner may be used.

b. Excess form coating material shall not be allowed to stand in puddles in the forms nor shall such coating be allowed to come in contact with reinforcing steel or with hardened concrete against which fresh concrete is to be placed.

3. The CONTRACTOR shall submit the name of the form coating agent material proposed to be used with sufficient supportive documentation to the ENGINEER for review.

E. Removal of Forms

1. Forms shall be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations after review by the ENGINEER.
2. Top forms on sloping surfaces of concrete shall be removed as soon as the concrete has attained sufficient stiffness to prevent sagging. Any needed repairs or treatment required on such sloping surfaces shall be performed at once and be followed by specified curves.
3. Wood forms for wall openings shall be loosened as soon as this can be accomplished without damage to the concrete.
4. Formwork for columns, walls, sides of beams, and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations.
5. Forms and shoring in the formwork used to support the weight of concrete in slabs, and other structural members shall remain in place until the concrete has reached 28-day compressive strength.
6. When shores and other vertical supports are so arranged that the non-load-carrying form facing material may be removed without loosening or disturbing the shores and supports, the facing material may be removed at an earlier age as permitted by the ENGINEER.

F. Removal Strength

1. When removal of formwork is based on the concrete reaching a specified strength, the concrete shall be presumed to have reached this strength when the following conditions have been met:
  - a. When the concrete has been cured in accordance with the provisions of Article 3.06 for the same length of time as the age at test of laboratory-cured cylinders which reached the specified strength for form removal. The length of time the concrete has been cured in the structure shall be determined by the cumulative number of days or fractions thereof, not necessarily consecutive, during which the temperature of the air in contact with the concrete is above 50°F and the concrete has been damp or thoroughly sealed from evaporation and loss of moisture.

## 2.9 REINFORCEMENT

A. General

1. Shop Drawings, showing all fabrication dimensions and locations for placing of the reinforcing steel and accessories shall be submitted for review in accordance with provisions in Article 1.04. Review shall be obtained before fabrication.
2. Details of concrete reinforcement and accessories not covered herein shall be in accordance with ACI 315.

B. Reinforcing Steel

1. All reinforcement shall be Grade 60 ( $f_y = 60,000$  psi) and shall conform to the appropriate Specification listed below, except as follows:
  - a. Yield strength shall be determined by testing of full size bars.
  - b. For bars with a specified yield strength  $f_y$  exceeding 60,000 psi,  $f_y$  shall be the stress corresponding to a strain of 0.35 percent.
2. Reinforcing bars shall conform to ASTM A615 Grade 60 and the supplementary requirement S1 shall apply.
3. All cutting, bending, fabrication, and erection of reinforcing steel shall conform to the "Manual for Concrete Structures". (ACI 315 latest edition).
4. All splicing of reinforcing steel shall conform to "Reinforcing Bar Splices" latest edition by the Concrete Reinforcing Steel Institute and the "Building Code Requirements for Reinforced Concrete" (ACI 318-99).
5. Mats: Bar and rod mats for concrete reinforcement shall be of the clipped type conforming to "Specification for Fabricated Steel Bar or Rod Mats for Concrete Reinforcement" (ASTM A 184).
6. The use of plain bars is not permitted.
7. Supports for reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar supports complying with CRSI specifications.
8. For slabs-on-grade, use supports with sand plates or horizontal runners where base material does not support chair legs.
9. For exposed-to-view concrete surfaces, where support legs are in contact with forms, use supports with legs which are plastic protected (CRSI, Class I) or stainless steel-protected (CRSI, Class 2).
10. Epoxy coated reinforcing steel must be coated according to ASTM D3963-99.

C. Welding

NOT USED

D. Fabricating and Placing Tolerances

1. Bars shall be fabricated in accordance with the tolerances given in ACI 315.
2. Reinforcement shall be placed to the following tolerances:

	<u>Tolerances, In.</u>
Clear distance	
To formed soffits	- ¼
To other formed surfaces	¼
Minimum spacing between bars	- ¼
Clear distances from unformed surface to top reinforcement	
Members 8 in. deep or less	¼
Members more than 8 in. deep but less than 24 in. deep	- ¼, + ½
Members 24 in. deep or greater	- ¼, + 1
Uniform spacing of bars, but the required number of bars shall not be reduced	2
Uniform spacing of stirrups and ties, but the required number of stirrups and ties shall not be reduced	1
Longitudinal locations of bends and ends of reinforcement	
General	2
Discontinuous ends of members	½ - 1½
Length of bar laps	- 1½
Embedded length	
For bar sizes No. 3 through 11	- 1
For bar sizes No. 14 and 18	- 2

3. Bars may be moved as necessary to avoid interference with other reinforcing steel, or embedded items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, additional reinforcing as directed by the ENGINEER may be required.

E. Placing

1. Minimum concrete cover for reinforcement, except for extremely corrosive atmosphere, other severe exposures, or fire protection, shall be as follows unless shown otherwise on the Drawings:

	<u>Minimum cover, in.</u>
Concrete deposited against the ground	3
Formed surfaces exposed to weather or in contact with the ground	
For bar sizes No. 6 or larger	2
For bar sizes No. 5 and smaller, and W31 or D31 wire and smaller	1½
Formed surfaces not exposed to weather or not in contact with the ground	
Beams, girders, and columns	1½
Slabs, walls, and joists	
For bar sizes No. 11 or smaller	¾
For bar sizes No. 14 and 18	1½

2. All reinforcement, at the time concrete is placed, shall be free of mud, oil or other materials that may adversely affect or reduce the bond. Reinforcement with rust, mill scale or a combination of both will be accepted as being satisfactory without cleaning or brushing provided the dimensions and weights, including heights of deformations, of a cleaned sample are not less than required by the applicable ASTM specification.

3. All reinforcement shall be supported and fastened together to prevent displacement by construction loads or the placing of concrete beyond the tolerances of paragraph 2.08.D. On ground, where necessary, supporting concrete blocks may be used. Over formwork, metal, plastic or other approved bar chairs and spacers shall be used. All accessories within ½ inch of the formed concrete surface shall be plastic coated.
4. Vertical bars in columns shall be offset at least one bar diameter at lapped splices. To insure proper placement, templates shall be furnished for all column dowels.
5. All splices not shown in the Contract Documents shall be subject to review by the ENGINEER.

Splicing shall be a minimum of 48 bar diameters (typ uno)

6. Reinforcement shall not be bent after being embedded in hardened concrete.
7. Handling and Storage of Epoxy-Coated Reinforcement. All systems for handling coated bars must have padded contact areas. Pad bundling bands or use other banding to prevent damage to the coating. Lift bundles of coated bars with a strong back, spreader bar, multiple supports, or a platform bridge to prevent bar-to-bar abrasion. Do not drop or drag the bars or bundles. Store coated bars on padded wood or steel cribbing, and cover to prevent exposure to the sun's ultraviolet rays.
8. Cutting Epoxy-Coated Reinforcement. Either saw or shear bars when cutting is permitted. Repair cut or sheared ends of bars.
9. Repair of Epoxy Coating. Repair coating damage due to bending, sawing, shearing, or damage during shipping, unloading, storage, installation, and handling at the construction site. Patch all sawed or sheared ends and all defects in the coating visible to the unaided eye according to AASHTO M284. Use an MDOT approved patching/repair material. Clean areas to be patched by removing all surface contaminants and damaged coating. Roughen the area to be patched before applying the patching material. Where rust is present, remove the rust by blast cleaning or power tool cleaning immediately before applying the patching material. Promptly treat the bar according to the resin manufacturer's recommendations and before detrimental oxidation occurs. Overlap the patching material onto the original coating 2 inches or as recommended by the manufacturer. Provide a minimum 8 mils dry film thickness on the patched areas. Any bar with 5 percent or more total damaged area in any 12 inch length of bar is considered severely damaged and must be replaced. Coat mechanical splices after splice installation according to AASHTO M284 for patching damaged epoxy coatings.

## 2.10 JOINTS AND EMBEDDED ITEMS

### A. Construction Joints

1. Joints not shown in the Contract Documents shall receive prior review by the ENGINEER and shall be so made and located at least to impair the strength of the structure.
2. All reinforcement shall be continued across joints. Keys and inclined dowels shall be provided as directed by the ENGINEER. Longitudinal keys at least 1-1/2 in. deep shall be provided in all joints in walls and between walls and slabs or footings.
3. The surface of the concrete at all joints shall be thoroughly cleaned and all laitance removed prior to placing adjoining concrete.

ISLAND PARK PEDESTRIAN BRIDGE - ABUTMENT REPAIRS



4. Bond shall be obtained by roughening the surface of concrete in an approved manner which will expose the aggregate uniformly and will not leave laitance, loosened particles of aggregate or damaged concrete at the surface.
5. Construction joints shall be located as shown on the Contract Documents. In general, slab and wall pours shall not exceed 1200 sq ft surface area in one concrete placement between construction joints, the longer edge shall not be greater than twice the shorter edge for any one concrete pour between construction joints, and pour sequences shall be scheduled and located so that shrinkage and creep effects are minimized.

**B. Expansion Joints**

1. Reinforcement or other embedded metal items bonded to the concrete (except dowels in floors bonded on only one side of joints) shall not be permitted to extend continuously through any expansion joint.
2. Premolded expansion and isolation joint filler shall be of the type required and located by the Contract Documents and shall conform to the following specifications.
  - a. "Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)" (ASTM D 994), at intersections of walls and pavements unless otherwise shown.
  - b. "Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)" (ASTM D 1751), at pavements where pavement to pavement is jointed.
  - c. "Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction" (ASTM D1752 Type 1) at all expansion and isolation joints in structural concrete.
3. Expansion and Isolation Joint Sealant, one part polyurethane: Concrete gray color unless otherwise required by ENGINEER. Before applying, wipe surface clean with solvent supplied by manufacturer.

**C. Waterstops**

1. Bentonite Waterstops: Flexible specially formulated compound of bentonite-butyl that swells upon contact with water and shall be used where plastic concrete meets previously hardened concrete, or where indicated in Drawings.
2. Where indicated on Drawings, use for standard applications in vertical and horizontal reinforced concrete eight (8) inches thick or greater with two (2) rows of reinforcement. For vertical and horizontal reinforced concrete greater than (18) inches thick, or where indicated on Drawings, provide two rows of waterstop.
3. If Noted on Drawings, or for special situations, use: "Volclay Waterstop - RX 101TRH Trapezoid; Rapid Hydration"; American Colloid Company
4. Waterstop RX is not a self-adhering product. Adhesive is required to adhere Waterstop-RX to concrete or metal surfaces. Use: "Volclay Waterstop - WB Adhesive"; American Colloid Company

D. Other Embedded Items

1. All sleeves, inserts, anchors, and embedded items required for adjoining work or for its support shall be placed prior to concreting.

E. Placing Embedded Items

1. Expansion joint material, waterstops, and other embedded items shall be positioned accurately and supported against displacement. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids.
2. Set and build into Work anchorage devices and other embedded items required for other work that are attached to, or supported by, cast-in-place concrete. Use setting Drawings, diagrams, instructions and directions provided by suppliers of attachment items.
3. Expanding Bentonite Waterstops:
  - a. Fastening Waterstop. Before installing waterstop, apply minimum 15-mil-thick coating of Waterstop-WB adhesive, for width and length of applied expanding bentonite waterstop material.
  - b. Verify that three-(3) inch minimum coverage of concrete placement will occur along waterstop's entire length. Do not install waterstop in keyways.
  - c. Follow Manufacturer's recommended installation procedures.

## **PART 3 - EXECUTION**

### **3.1 PRODUCTION OF CONCRETE**

A. Ready-Mixed Concrete

1. Except as otherwise provided in this Section, ready-mixed concrete shall be batched, mixed and transported in accordance with "Specification for Ready-Mixed Concrete" (ASTM C 94) and ACI 304. Plant equipment and facilities shall conform to the "Check List for Certification of Ready Mixed Concrete Production Facilities" of the National Ready Mixed Concrete Association.
2. Concrete produced by on-site volumetric batching and continuous mixing shall be batched and mixed in accordance with and shall conform to all requirements of ASTM C685.

B. Control of Admixtures

1. Air-entraining admixtures, and other chemical admixtures shall be measured by means of an approved mechanical dispensing device. The liquid shall be considered a part of the mixing water. Admixtures that cannot be added in solution may be weighed or may be measured by volume if so recommended by the manufacturer.
2. If two or more admixtures are used in the concrete, they shall be added separately to avoid possible interaction that might interfere with the efficiency of either admixture or adversely affect the concrete.

3. Addition of retarding admixtures shall be completed within 1 minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first.

C. Tempering and Control of Mixing Water

1. Concrete shall be mixed only in quantities for immediate use. Concrete which has set shall not be retempered, but shall be discarded.
2. The addition of water at the construction site will not be permitted.

D. Weather Conditions

1. Cold Weather - Ambient Temperature 45°F or below

- a. In cold weather, the temperature of the concrete when delivered at the site of the work shall conform to the following temperature limitations:

Minimum Temperature °F	Minimum Concrete Temperature °F
30 to 45	60
15 to 30	65
below 15	no concreting permitted

- b. If water or aggregate is heated above 100°F, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be mixed with water or with mixtures of water and aggregate having a temperature greater than 100°F.
- c. When the temperature of the surrounding air is expected to be below 40°F during placing or within 24 hours thereafter, special precautions for concrete, placing, and protection shall be followed as required by "Recommended Practice for Cold Weather Concreting" ACI 306 and modifications herein, see Article 3.06.
- d. The CONTRACTOR shall provide all labor, equipment, and materials to meet the above cold weather requirements.

2. Hot Weather Ambient Temperature 90°F or Above

- a. The ingredients shall be cooled before mixing, or flake ice or well-crushed ice of a size that will melt completely during mixing may be substituted for all or part of the mixing water if, due to high temperature, low slump, flash set or cold joints are encountered.
- b. Concreting under hot weather conditions shall conform to "Recommended Practice for Hot Weather Concreting" ACI 305 and modifications herein. See Article 3.06. The use of an approved set retarder will be permitted under hot weather conditions.

## 3.2 PLACING

### A. Preparation Before Placing

1. Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.
2. Formwork shall have been completed; snow, ice and water shall have been removed; reinforcement shall have been secured in place; expansion joint material, anchors, and other embedded items shall have been positioned.
3. Semi-porous subgrades shall be sprinkled sufficiently to eliminate suction and porous subgrades shall be sealed in an approved manner. See paragraph 3.05.B.4.
4. Concrete shall not be placed on frozen ground.

### B. Conveying

1. Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients and in a manner which will assure that the required quality of the concrete is maintained.
2. Conveying equipment shall be approved and shall be of a size and design such that detectable setting of concrete shall not occur before adjacent concrete is placed. Conveying equipment shall be cleaned at the end of each operation or workday. Conveying equipment and operations shall conform to the following additional requirements:
  - a. Truck mixers, agitators, and non-agitating units and their manner of operation shall conform to the applicable requirements of "Specification for Ready-Mixed Concrete" (ASTM C 94).
  - b. Belt conveyors shall be horizontal or at a slope which will not cause excessive segregation or loss of ingredients. Concrete shall be protected against undue drying or rise in temperature. An approved arrangement shall be used at the discharge end to prevent apparent segregation. Mortar shall not be allowed to adhere to the return length of the belt. Long runs shall be discharged into a hopper or through a baffle.
  - c. Chutes shall be metal or metal-lined and shall have a slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may not be used.
  - d. Pumping or pneumatic conveying equipment shall be of suitable kind with adequate pumping capacity and shall conform to ACI committee report 304. Pneumatic placement shall be controlled so that segregation is not apparent in the discharged concrete. The loss of slump in pumping or pneumatic conveying equipment shall not exceed 1-1/2 inches. Concrete shall not be conveyed through pipe made of aluminum or aluminum alloy.

### C. Depositing

1. General: Concrete shall be deposited continuously, or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located as shown in the

Contract Documents or as approved. Placing shall be carried on at such a rate that the concrete which is being integrated with fresh concrete is still plastic. Concrete which has partially hardened or has been contaminated by foreign materials shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained. Communication between the batching plant and the point of delivery shall be such that concrete placement can proceed without interruption and without trucks waiting more than 15 minutes to make delivery.

2. Placing: Placing of concrete in supported elements shall not be started until the concrete previously placed in columns and walls is no longer plastic and has been in place at least two hours. Wall and column placement and consolidation shall be in approximately horizontal layers not exceeding 2 feet in height. Concrete shall not be allowed to drop freely more than 4 ft or through a reinforcing steel cage. Sections of walls between joints shall be placed continuously to produce a monolithic unit. At least 48 hrs shall elapse between casting of adjoining wall units.
3. Segregation: Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. Concrete shall not be subjected to any procedure which will cause segregation. Horizontal flow shall not exceed five feet. Where concrete placing operations involve dropping concrete freely more than 4 feet vertically, spouts or pipes shall be used. Such pipes or spouts shall be of suitable diameter for the large aggregate being used, shall be kept within 3 feet of the concrete, and shall have suitable hoppers on their upper ends. Temporary openings or portholes in wall or column forms may be used to limit concrete free-fall to less than 4 ft. The ports should be spaced no more than 6 to 8 ft apart to limit horizontal concrete flow.
4. Placement Time: Concrete shall be placed no more than 90 minutes after the cement is first introduced into the drum. The batch will be rejected and removed from the site if this limit is exceeded.
5. Consolidation: All concrete shall be consolidated by vibration, spading, rodding or forking so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness. Internal vibrators shall have a minimum frequency of 8000 vibrations per min., and sufficient amplitude to consolidate the concrete effectively. They shall be operated by competent workmen. Use of vibrators to transport concrete within forms shall not be allowed. Vibrators shall be inserted and withdrawn at points approximately 18 inches apart. At each insertion, the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation. A spare vibrator shall be kept on the job site during all concrete placing operations. Where the concrete is to have an as-cast finish, a full surface of mortar shall be brought against the form by the vibration process, supplemented if necessary by spading to work the coarse aggregate back from the formed surface. Consolidation shall conform to "Recommended Practice for Consolidation of Concrete" (ACI 309).

D. Protection

1. Adhere to the requirements of:
  - a. ACI 305 Hot Weather Concreting
  - b. ACI 306 cold Weather Concreting

2. Unless adequate protection is provided concrete shall not be placed during rain, sleet, or snow.
3. Rainwater shall not be allowed to increase the mixing water nor to damage the surface finish.
4. Placing Temperature: When the temperature of the surrounding air is expected to be below 40°F during placing or within 24 hours thereafter, the temperature of the plastic concrete, as placed, shall be no lower than 55°F. The temperature of the concrete as placed shall not be so high as to cause difficulty from loss of slump, flash set, or cold joints and shall not exceed 90°F.

E. Bonding

1. When specified, the surface of joints shall be prepared in accordance with one of the methods specified in paragraph 2.10.
2. The hardened concrete of wall construction joints and of construction joints between floor slabs shall be dampened (but not saturated) immediately prior to placing of fresh concrete.
3. The hardened concrete of joints in exposed work; joints in the middle of beams, girders, and joists; and horizontal joints in work designed to contain liquids shall be dampened (but not saturated) and then thoroughly covered with a coat of cement grout of similar proportions to the mortar in the concrete. The grout shall be as thick as possible on vertical surfaces and at least one inch (1") thick on horizontal surfaces. The fresh concrete shall be placed before the grout has attained its initial set.

### 3.3 REPAIR OF SURFACE DEFECTS

A. General

1. Surface defects, including tie holes, shall be repaired immediately after form removal.

B. Repair of Defective Areas

1. All honeycombed and other defective concrete shall be chipped down to sound concrete. The edges shall be perpendicular to the surface or slightly undercut. No feather edges will be permitted. The area to be patched and an area at least 6 inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar. A bonding grout shall be prepared using a mix of approximately 1 part cement to 1 part fine sand passing a No. 30 mesh sieve, mixed to the consistency of thick cream, and then well brushed into the surface.
2. The patching mixture shall be made of the same materials and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 2-1/2 parts sand by damp loose volume. The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel, without addition of water, until it has reached the stiffest consistency that will permit placing. Use of latex bonding agent is required.

3. After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for at least 1 hour before being finally finished. The patched area shall be kept damp for 7 days. Metal tools shall not be used in finishing a patch in a formed wall which will be exposed.

C. Tie Holes

1. After being cleaned and thoroughly dampened, the tie holes shall be filled solid with a non-metallic non-shrink patching mortar. The layout of tie holes and exterior finish of the tie holes on surfaces permanently exposed to view on the outside shall be submitted to the ENGINEER for review.

- D. Proprietary compounds for adhesion or as patching ingredients may be used in lieu of or in addition to the foregoing patching procedures providing that prior review is done by the ENGINEER. The ENGINEER may require such compounds in certain patching locations.

### 3.4 FINISHING OF FORMED SURFACES

A. Finish on all surfaces shall be as cast finish as follows:

1. Smooth Form Finish: The form facing material shall produce a smooth, hard, uniform texture on the concrete. It may be plywood, tempered concrete-form-grade hardboard, metal, plastic, paper, or other approved material capable of producing the desired finish. The arrangement of the facing material shall be orderly and symmetrical, with the number of seams kept to the practical minimum. It shall be supported by studs or other backing capable of preventing excessive deflection. Material with raised grain, torn surfaces, worn edges, patches, dents, or other defects which will impair the texture of the concrete surface shall not be used. Tie holes and defects shall be patched. All fins, projections, and seams shall be completely removed.

B. Related Unformed Surfaces

1. Tops of walls or buttresses, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.

### 3.5 SLABS

A. General

1. Concrete work for slab construction shall conform to "Recommended Practice for Concrete Floor and Slab Construction (ACI-302).

B. Preparation of Subgrade for Slabs on Ground

1. The subgrade shall be well drained and of adequate and uniform load bearing nature. The in-place density of the subgrade soils shall be at least the minimum required in the Specifications.

2. The subgrade shall be free of frost before concrete placing begins. If the temperature inside a structure where concrete is to be placed is below freezing it shall be raised and maintained above 50°F long enough to remove all frost from the subgrade.
3. The subgrade shall be moist at the time of concreting. If necessary, it shall be dampened with water in advance of concreting, but there shall be no free water standing on the subgrade nor any muddy or soft spots when the concrete is placed.
4. Floor slabs on granular fill shall be placed over a 6 mil polyethylene vapor barrier. Lap all joints of vapor barrier 12 inches minimum.
5. Soil Testing
  - a. The CONTRACTOR shall obtain and pay for, the services of a soils testing firm (acceptable to the ENGINEER) for the following:
    - 1) Certify that materials proposed by CONTRACTOR meet specifications Certification test reports will be submitted by the CONTRACTOR.
    - 2) Conduct compaction testing of engineered fill below footings and slabs and backfilling for utility trenches. The testing frequency shall be one test per lift per 400 square feet of fill.
    - 3) Copies of test reports shall be furnished to the OWNER and distributed to parties designated by the OWNER, including the ENGINEER.
    - 4) Any area failing compaction test shall be compacted and re-tested at the CONTRACTOR's expense.

C. Edge Forms and Screeds

1. Edge forms and intermediate screed strips shall be set accurately to produce the designated elevations and contours of the finished surface and shall be sufficiently strong to support vibration. The concrete surface shall be aligned to the contours of screed strips by the use of strike-off templates.
2. When formwork is cambered, screeds shall be set to a like camber to maintain the proper concrete thicknesses.
3. Screeds shall be removed before initial concrete set and depressions immediately filled to form a smooth monolithic surface.

D. Placement

1. Mixing and placing shall be carefully coordinated with finishing. Concrete shall not be placed on the subgrade or forms more rapidly than it can be spread, straightedged, and darbied or bullfloated. These operations must be performed before bleeding water has an opportunity to collect on the surface.
2. To obtain good surfaces and avoid cold joints, the size of finishing crews shall be planned with due regard for the effects of concrete temperature and atmospheric conditions on the rate of hardening of the concrete. If construction joints become necessary, they shall be constructed as required in subparagraph 2.10.A of this Section.



E. Jointing

1. Joints in slabs on grade shall be located and detailed as indicated in the Contract Documents. If saw-cut joints are required or permitted, cutting shall be timed properly with the set of the concrete: cutting shall be started as soon as the concrete has hardened sufficiently to prevent aggregates being dislodged by the saw, and shall be completed before shrinkage stresses become sufficient to produce cracking.

F. Consolidation

1. Concrete in slabs shall be thoroughly consolidated. Internal vibration shall be used in beams and girders of framed slabs and along the bulkheads of slabs on grade. Consolidation of slabs shall be obtained with internal vibrators.

G. Finishes (See paragraph 3.05.H for Finishing Tolerance)

1. All concrete flatwork such as slabs on grade inside and outside of the building and supported slabs shall at first receive a "floated finish". After the concrete has been placed, consolidated, struck off, and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation. During or after the first floating, planeness of surface shall be checked by the CONTRACTOR with a 10-ft. straightedge applied at not less than two different angles. All high spots shall be cut down and all low spots filled during this procedure to produce a surface within Class B tolerance throughout. The slab shall then be refloated immediately to a uniform sandy texture. Additional finishing shall be required. See G.2 or G.3.
2. Outside sidewalk, ramp slabs, loading dock and walkway top slabs shall receive a broom or belt finish. Immediately after concrete has received the "float finish" as specified in 3.05.G.1 above, it shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface.
3. A "troweled finish" shall be used for all concrete flatwork which does not receive a broom finish or which does not receive a grout finish. The surface shall first be float-finished as specified in item 3.05.G.1 above. It shall next be power troweled, and finally hand troweled. The first trowelling after power floating shall produce a smooth surface which is relatively free of defects but which may still show some trowel marks. Additional trowellings shall be done by hand after the surface has hardened sufficiently. The final trowelling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be thoroughly consolidated by the hand trowelling operations. The finished surface shall be essentially free of trowel marks, uniform in texture and appearance and shall be plane to a Class A tolerance, except tolerance for concrete on metal deck shall be Class B. On surfaces intended to support floor coverings, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding.

H. Finishing Tolerances

1. Finishes with Class A tolerances shall be true planes within 1/8 inch in 10 ft as determined by a 10-foot straightedge placed anywhere on the slab in any direction.
2. Finishes with Class B tolerances shall be true planes within 1/4-inch on 10 ft as determined by a 10-foot straightedge placed anywhere on the slab in any direction.
3. Finishes with Class C tolerances shall be true planes within 1/4 inch in 2 ft as determined by a 2-ft straightedge placed anywhere on the slab in any direction.

### 3.6 CURING AND PROTECTION

#### A. General

1. Beginning immediately after placement, concrete shall be protected from premature drying, excessively hot or cold temperatures, and mechanical injury, and shall be maintained with minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. The materials and methods of curing shall be in accordance with ACI 308 and subject to review by the ENGINEER.

#### B. Preservation of Moisture

1. For concrete surfaces not in contact with forms, ponding or continuous sprinkling shall be applied immediately after completion of placement and finishing and be continued for a minimum of three (3) days. After the initial 3-day period, one of the following procedures shall be applied:
  - a. Ponding or continuous sprinkling;
  - b. Application of absorptive mats or fabric kept continuously wet;
  - c. Continuous application of mist spray;
  - e. Application of other moisture-retaining covering as approved;
  - f. The use of curing compounds shall not be permitted.
2. Moisture loss from surfaces placed against wooden forms or metal forms exposed to heating by the sun shall be minimized by keeping the forms wet until they can be safely removed. After form removal, the concrete shall be cured until the end of the time prescribed in 3.06.B.3 below by one of the methods of 3.06.B.1 above.
3. Curing in accordance with 3.06.B.1 and 2 above shall be continued for at least 14 days in the case of all concrete.

#### C. Temperature, Wind, and Humidity

1. Adhere to the requirements of:
  - a. ACI 305 Hot Weather Concreting
  - b. ACI 306 Cold Weather Concreting
2. Cold Weather: When the mean daily outdoor temperature is less than 40°F, the temperature of the concrete shall be maintained between 50°F and 70°F for 14 days. Arrangements for heating, covering, insulating, and housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature without injury due to concentration of heat. Combustion heaters shall not be used during the first 24 hours unless precautions are taken to prevent exposure of the concrete to exhaust gases.
3. Hot Weather: When necessary, provision for windbreaks, shading, fog spraying, sprinkling, ponding, or wet covering with a light colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.

4. Rate of Temperature Change: Changes in temperature of the air immediately adjacent to the concrete during and immediately following the curing period shall be kept as uniform as possible and shall not exceed 5°F in any one hour or 50°F in any 24-hour period.

D. Protection from Mechanical Injury

1. During the curing period, the concrete shall be protected from damaging mechanical disturbances, such as load stresses, heavy shock, and excessive vibration. All finished concrete surfaces shall be protected from damage by construction equipment, materials, or methods, by application of curing procedures, and by rain or running water. Structures shall not be loaded in such a way as to overstress the concrete.

### 3.7 TESTING

A. General

1. Concrete materials and operations will be tested and inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the ENGINEER for final review.

B. Testing Agencies

1. All testing agencies shall meet the requirements of "Inspection and Testing Agencies for Concrete and Steel as Used in Construction," (ASTM E329).

C. Testing Services

The following testing services shall be performed by the designated agency:

1. Review and test the CONTRACTOR's proposed materials for compliance with the Specifications.
2. Review and test the CONTRACTOR's proposed mix design as required by the ENGINEER.
3. Secure production samples of materials at plants or stock-piles during the course of the work and test for compliance with the Specifications.
4. Conduct strength tests of the concrete during construction in accordance with the following procedures:
  - a. Secure composite samples in accordance with "Method of Sampling Fresh Concrete" (ASTM C 172). Each sample shall be obtained from a different batch of concrete on a random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement.
  - b. Mold and cure four specimens from each sample in accordance with "Method of Making and Curing Concrete Test Specimens in the Field" (ASTM C 31). Any deviations from the requirements of this standard shall be recorded in the test report.

- c. Test specimens in accordance with "Method of Test for Compressive Strength of Cylindrical Concrete Specimens" (ASTM C 39). Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. The fourth cylinder shall be held as a spare specimen to be tested as directed by the ENGINEER. The acceptance "strength test" result shall be the average of the strengths of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the "strength test" result. Should both specimens in a test show any of the above defects, the entire test shall be discarded. When high early strength concrete is used, the specimens shall be tested with two specimens at 14 days and one specimen at 3 days. The acceptance will be based on the 14-day test.
  - d. Make at least one "strength test" (mold four cylinders) for each 50 cubic yards, or fraction thereof, of each mix design of concrete placed in any 1 day.
5. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, using "Method of Test for Slump of Portland Cement Concrete: (ASTM C 143).
  6. Determine air content of normal weight concrete sample for each strength test in accordance with the "Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method" (ASTM C 231), "Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method" (ASTM C 173) or "Method of Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete" (ASTM C 138).
  7. Determine temperature of concrete sample for each strength test.

D. Additional Services When Required

The following services shall be performed by the designated agency when required by the ENGINEER:

1. Inspect concrete batching, mixing and delivery operations to the extent deemed necessary by the ENGINEER.
2. Sample concrete at point of placement and perform required tests.
3. Other testing or inspection services as required by the ENGINEER.

E. Other Services as Needed

The following services shall be performed by the designated agency when necessary and costs of said services shall be borne by the CONTRACTOR:

1. Additional testing and inspection required because of changes in materials or proportions requested by the CONTRACTOR.
2. Additional testing of materials or concrete occasioned by their failure by test or inspection to meet specification requirements. (See Article 3.08)
3. Testing to determine strength for early form removal. (See paragraph 2.08.E and F.)

F. Duties and Authorities of Designated Testing Agency

1. Representatives of the agency shall inspect, sample and test the materials and the production of concrete as specified herein. When it appears that any material furnished or work performed by the CONTRACTOR fails to fulfill specification requirements, the testing agency shall report such deficiency to the ENGINEER and the CONTRACTOR promptly.
2. The agency shall report all test and inspection results to the ENGINEER and CONTRACTOR immediately after they are performed. All test reports shall include the exact location in the work at which the batch represented by a test was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.
3. The testing agency or its representatives are not authorized to modify any requirement of the Contract Documents, nor to approve, accept, disapprove or reject any portion of the work.

G. Responsibilities and Duties of CONTRACTOR

1. The use of testing services shall in no way relieve the CONTRACTOR of the responsibility to furnish materials and construction in full compliance with the Contract Documents.
2. The CONTRACTOR shall submit to the ENGINEER the concrete materials and the concrete mix designs proposed for use with a written request for review. This submittal shall include the results of all testing performed to qualify the materials and to establish the mix designs. No concrete shall be placed in the work until the CONTRACTOR has received such approval in writing.
3. To facilitate testing and inspection, the CONTRACTOR shall provide and maintain for the use of the testing agency and ENGINEER adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours as required by "Method of Making and Curing Concrete Test Specimens in the Field" (ASTM C 31). The CONTRACTOR shall provide labor, tools, and equipment to assist in the sampling and testing of concrete on the job. The CONTRACTOR shall advise the designated testing agency sufficiently in advance of operations to allow for completion of quality tests and assignment of personnel.

### 3.8 EVALUATION AND ACCEPTANCE OF CONCRETE

A. Evaluation of Test Results

1. Test results for standard molded and standard cured test cylinders shall be evaluated separately for each specified concrete mix design. Such evaluation shall be valid only if tests have been conducted in accordance with procedures specified in Article 3.07.

B. Acceptance of Concrete

1. The following conditions must be met:
  - a. The strength level of the concrete will be considered satisfactory and acceptable so long as the average of all sets of three consecutive "strength test" results equals or exceeds the specified 28 day strength f'c and no individual "strength test" result falls below the specified 28 day strength f'c by more than 500 psi. The strength level of the concrete shall be measured

at 14 days for high-early strength concrete. High-early strength concrete shall achieve the specified 28-day f'c at the age of 14 days.

- b. The requirements described by paragraphs 3.09 Acceptance of Structure, A, B, C and D.

C. Testing of Concrete in Place

- 1. This Work shall be at the CONTRACTOR's expense.
- 2. Testing by impact hammer, sonoscope, or other non-destructive device may be permitted or required by the ENGINEER to determine relative strengths at various locations in the structure as an aid in evaluating concrete strength in place and for selecting areas to be cored, if the strength level of the concrete is not satisfactory. Such tests shall not be used as a basis for acceptance or rejection.
- 3. Core Tests: Required when paragraph 3.08.B specifications are not met.
  - a. Cores at least 2 inches in diameter shall be obtained and tested in accordance with "Methods of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete" (ASTM C 42). Cores shall be taken as soon as practicable after determining that the concrete strength level is unsatisfactory in accordance with paragraph 3.08.B. If the concrete in the structure will be dry under service conditions, other cores shall be air dried (temperature 60 to 80 F, relative humidity less than 60 percent) for 7 days before test and shall be tested dry. If the concrete in the structure will be more than superficially wet under service conditions, the cores shall be tested after moisture conditioning in accordance with ASTM C 42.
  - b. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location and number of cores shall be determined by the ENGINEER so as least to impair the strength of the structure and best represent the condition of the potentially deficient concrete. If, before testing, one or more of the cores shows evidence of having been damaged subsequent to or during removal from the structure, they shall be replaced.
  - c. Concrete in the area represented by the core test will be considered adequate and acceptable if the average strength of the cores is equal to at least 85 percent of, and if no single core is less than 75 percent of, the specified 28 day strength f'c. If the above strengths are not met, the CONTRACTOR shall remove the deficient concrete.
  - d. Core holes shall be filled by the CONTRACTOR with low slump concrete or mortar. See Article 3.03, Repair of Surface Defects.

### 3.9 ACCEPTANCE OF STRUCTURE

A. General

- 1. Completed concrete work which meets all applicable specification requirements will be accepted without qualification.
- 2. Completed concrete work which fails to meet one or more of the specified requirements but which has been repaired to bring it into compliance will be accepted without qualifications.

3. If any concrete does not meet the specified strength levels in paragraph 03.08.B, Acceptance of Concrete, the ENGINEER will require additional material and other tests to determine the probable cause of the low strength levels. This may result in remedial actions or modifications being required in the methods or materials being employed. Such actions or modifications shall be at the CONTRACTOR's expense.
4. Completed concrete work which fails to meet the requirements of paragraph 03.08.C.2.c. will be rejected and the CONTRACTOR will be required to remove and replace the defective concrete. In this event, modifications will be required to assure that remaining work complies with the requirements.

B. Dimensional Tolerances

1. Formed surfaces resulting in concrete outlines smaller than permitted by the tolerances of paragraph 2.08.C shall be considered potentially deficient in strength and subject to the provisions of paragraph 3.09.D.
2. Formed surfaces resulting in concrete outlines larger than permitted by the tolerances of paragraph 2.08.C may be rejected and the excess material shall be subject to removal. If removal of the excess material is required, it shall be accomplished in such a manner as to maintain the strength of the section and to meet all other applicable requirements of function and appearance.
3. Concrete members cast in the wrong location will be rejected.
4. Inaccurately formed concrete surfaces exceeding the limits of paragraph 02.08.C may be rejected and shall be repaired or removed and replaced as required by the ENGINEER.
5. Finished slabs exceeding the tolerances of paragraphs 03.05.H may be required to be repaired provided that strength or appearance is not adversely affected. High spots may be removed with a terrazzo grinder, low spots filled with a patching compound, or other remedial measures performed as reviewed by the ENGINEER.

C. Appearance

1. All concrete with defects which adversely affect the appearance or function of the specified finish may be repaired only by approved methods.

D. Strength of Structure

1. The strength of the structure in place will be considered deficient if it fails to comply with any requirements, which control the strength of the structure, including but not necessarily limited to the following conditions:
  - a. Low concrete strength as designated in Article 03.08.
  - b. Reinforcing steel size, quantity, strength, position, or arrangement at variance with the requirements of Article 02.09, Reinforcement, or the Contract Documents.
  - c. Concrete which differs from the required dimensions or location in such a manner as to reduce the strength.
  - d. Curing less than that specified.

- e. Inadequate protection of concrete from extremes of temperature during early stages of hardening and strength development.
  - f. Mechanical injury as defined in paragraph 03.06.D, construction fires, accidents or premature removal of formwork likely to result in deficient strength.
2. Additional testing will be required when the strength of the structure is considered potentially deficient. Cost of this testing will be borne by the CONTRACTOR.
  3. Core tests in accordance with paragraph 03.08.C.2 will be required when ENGINEER determines that the strength of the concrete in place is considered potentially deficient. Cost of coring and testing will be borne by the CONTRACTOR.
  4. Concrete work judged inadequate by failure to meet the requirements of paragraphs 03.08B and 03.08.C.2 shall be removed and replaced at the CONTRACTOR's expense.
  5. The CONTRACTOR shall pay all costs incurred in providing the additional testing and/or analysis required by these Specifications, or the Contract Documents.
  6. The OWNER will pay all costs of additional testing and/or analyses which are made at its request and which are not required by these Specifications, or the Contract Documents.

### 3.10 CLEANING UP

- A. At the completion of the concrete work to the satisfaction of and review by the ENGINEER, all extraneous concrete debris, materials and equipment shall be removed from the job site and the concrete shall be left clean and in first class condition.

### MIX DESIGN SCHEDULE

Concrete Class	A
Locations	Abutments, sidewalks
28-day Compressive Strength (psi)	4,000
Cement Content (per CYD of concrete)	594 (6 sack equivalent)
Coarse Aggregate	6AA (¾") limestone
Water/Cement Ratio by Weight (maximum)	0.43
Air Content (% by volume)	6% ± 1%
Slump at point of placement (inches) *	4" – 6" (will vary based on location)
Fiber Reinforcement	Yes
Fly Ash (% of cement content; maximum)	15 – 20%
Silica Fume	No

\* For concrete containing MRWR or HRWR admixture, slump shall not exceed 8" after addition of MRWR or HRWR after verifying the specified slump.

END OF SECTION



## **SECTION 05010**

### **METAL MATERIALS**

#### **PART 1 – GENERAL**

##### **1.1 THE REQUIREMENT**

- A. Metal materials not otherwise specified shall conform to the requirements of this Section.

##### **1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Requirements for specific products made from the materials specified herein are included in other sections of the Specifications. See the section for the specific item in question.

##### **1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS**

- A. ASTM A36 Standard Specification for Structural Steel
- B. ASTM A47 Standard Specification for Malleable Iron Castings
- C. ASTM A48 Standard Specification for Gray Iron Castings
- D. ASTM A53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
- E. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
- F. ASTM A276 Standard Specification for Stainless and Heat-Resisting Steel Bars and Shapes
- G. ASTM A307 Standard Specification for Carbon Steel Externally Threaded Standard Fasteners
- H. ASTM A446 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) quality
- I. ASTM A500 Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- J. ASTM A501 Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
- K. ASTM A529 Standard Specification for Structural Steel with 42 000 psi (290 Mpa) Minimum Yield Point (1/2 in. (12.7 mm) Maximum Thickness)
- L. ASTM A536 Standard Specification for Ductile Iron Castings
- M. ASTM A570 Standard Specification for Hot-Rolled Carbon Steel Sheet and Strip, Structural Quality
- N. ASTM A992 Standard Specification for Structural Steel Shapes
- O. ASTM A666 Standard Specification for Austenitic Stainless Steel, Sheet, Strip, Plate, and Flat Bar for Structural Applications

- P. ASTM B26 Standard Specification for Aluminum-Alloy Sand Castings
- Q. ASTM B85 Standard Specification for Aluminum-Alloy Die Castings
- R. ASTM B108 Standard Specification for Aluminum-Alloy Permanent Mold Castings
- S. ASTM B138 Standard Specification for Manganese Bronze Rod, Bar, and Shapes
- T. ASTM B209 Standard Specification for Aluminum-Alloy Sheet and Plate
- U. ASTM B221 Standard Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes
- V. ASTM B308 Standard Specification for Aluminum-Alloy Standard Structural Shapes, Rolled or Extruded
- W. ASTM B574 Standard Specification for Nickel-Molybdenum-Chromium Alloy Rod
- X. ASTM F468 Standard Specification for Nonferrous Bolts, Hex Cap Screws, and Studs for General Use
- Y. ASTM F593 Standard Specification for Stainless Steel Fasteners

#### **1.4 SUBMITTALS**

- A. Material certifications shall be submitted along with any Shop Drawings for metal products and fabrications required by other sections of the Specifications.

#### **1.5 QUALITY ASSURANCE**

- A. OWNER may engage the services of a testing agency to test any metal materials for conformance with the material requirements herein. If the material is found to be in conformance with Specifications the cost of testing will be borne by the OWNER. If the material does not conform to the Specifications, the cost of testing shall be paid by the CONTRACTOR and all materials not in conformance as determined by the ENGINEER shall be replaced by the CONTRACTOR at no additional cost to the OWNER. In lieu of replacing materials the CONTRACTOR may request further testing to determine conformance, but any such testing shall be paid for by the CONTRACTOR regardless of outcome of such testing.

### **PART 2 – PRODUCTS**

#### **2.1 CARBON AND LOW ALLOY STEEL**

- A. Material types and ASTM designations shall be as listed below:
  - 1. Bars and Rods A 36 or A307 Grade A

#### **2.2 STAINLESS STEEL**

- A. All stainless steel fabrications shall be Type 304, unless noted otherwise.

B. Material types and ASTM designations are listed below:

- |    |                         |            |
|----|-------------------------|------------|
| 1. | Structural Shapes       | ASTM A 276 |
| 2. | Fasteners (Bolts, etc.) | ASTM F593  |

**2.3 ALUMINUM**

NOT USED

**2.4 CAST IRON**

NOT USED

**PART 3 – EXECUTION**

NOT USED

END OF SECTION

## **SECTION 06100**

### **ROUGH CARPENTRY**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes
  - 1. Work included: Supply all labor and material to deliver and install all rough carpentry and required accessories. The following major items are included:
    - a. Materials for repairing guard rails.
    - b. Materials for repairing elevated wood walkway.
    - c. Nailers and blocking.

##### **1.2 RELATED SECTIONS**

- A. All requirements of the Contract Documents form an integral part of the work specified herein; refer to the Contracts, including General and Supplementary Conditions and Division 1 of the specifications, including all subdivisions thereof.

##### **1.3 DEFINITIONS**

- A. Rough carpentry includes carpentry work not specified as part of other Sections and generally not exposed, unless otherwise specified.

##### **1.4 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Wood treatment data as follows including chemical treatment manufacturer's instructions for handling, storing, installation, and finishing of treated material.
  - 1. For each type of preservative treated wood product include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
  - 2. For water-borne treated products include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to project site.
  - 3. For fire-retardant-treated wood products include certification by treating plant that treated material complies with specified standard and other requirements.

##### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

## **PART 2 - PRODUCTS**

### **2.1 LUMBER, GENERAL**

- A. Lumber Standards: Furnish lumber manufactured to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Grade Stamps: Provide lumber with each piece factory-marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
  1. For exposed lumber furnish pieces with grade stamps applied to ends or back of each piece; or omit grade stamps entirely and provide certificates of grade compliance issued by inspection agency.
- C. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
  1. Provide dressed lumber, S4S, unless otherwise indicated.
  2. Provide lumber with 15 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.

### **2.2 DIMENSION LUMBER**

- A. For light framing provide "Stud," "No. 3," or "Standard" grade lumber for stud framing (2 to 4 inches thick, 2 to 4 inches wide, 10 feet and shorter) and "Stud" or "No. 3" grade for other light framing (2 to 4 inches thick, 2 to 6 inches wide), any species.
- B. For light framing (2 to 4 inches thick, 2 to 4 inches wide) provide the following grade and species:
  1. "Construction" grade.

### **2.3 MISCELLANEOUS LUMBER**

- A. General: Provide lumber for support or attachment of other construction including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: "Standard" grade light-framing-size lumber of any species or board-size lumber as required. "No. 3 Common" or "Standard" grade boards per WCLIB or WWPA rules or "No. 2 Boards" per SPIB rules.

## **2.4 FASTENERS**

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacturers.
  - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hop-dip zinc coating per ASTM A 153 or AISI Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-10
- C. Power Driven Fasteners: National Evaluation Report NER-272.
- D. Wood Screws: ANSI B18.6.1.
- E. Lag Bolts: ANSI B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and where indicated, flat washers.

## **2.5 MISCELLANEOUS MATERIALS**

- A. Water Repellent Preservative: NWWDA-tested and-accepted formulation containing 3-iodo-2-propynyl butyl carbonate (IPBC) as its active ingredient.

## **2.6 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS**

- A. Where lumber or plywood is indicated as preservative-treated wood or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood). Mark each treated item with the AWPB or SPIB Quality Mark Requirements. Pressure-treat with water-borne preservatives to a minimum retention of 0.40 pcf.
- B. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces to comply with AWPB M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb and true to line and cut and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.

- E. Countersink nail heads on exposed carpentry work and fill holes.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

### **3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS**

- A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screening or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
- B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
- C. Install permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.
- D. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.

END OF SECTION