

ROAD COMMISSION FOR OAKLAND COUNTY

SPECIAL PROVISION
FOR
DIVISION I – GENERAL PROVISIONS

RCOC/DESIGN:JO/JA

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The General Provisions shall be in accordance with the *Michigan Department of Transportation 2020 Standard Specifications for Construction*, except as herein provided.

SECTION 101. TERMS, FORMAT, AND DEFINITIONS

101.02. Abbreviations.

Subsection 101.02 is hereby supplemented with the following:

RCOC **Road Commission for Oakland County**

101.03. Definitions.

Delete the following definitions in subsection 101.03 in their entirety and replace with the following:

Limits of Earth Disturbance. Is the slope stake line (SSL), as shown in the Contract documents.

SECTION 104. CONTROL OF WORK

104.07.C Maintenance During Construction.

Subsection 104.07.C.2 is supplemented as follows:

Dust shall be controlled in accordance with Michigan Air Pollution Control Rules and Part 55 (Air Pollution Control) of The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Water for dust control shall not be paid for separately but included in other items of work.

104.08. Cooperation by the Contractor.

Subsection 104.08 is supplemented as follows:

If Contractor is unable to maintain the work schedule for reasons other than Contractor's fault, Contractor, at no extra charge, shall cooperate with the Department and Engineer to adjust the work schedule, or the work, or both, as directed by the Engineer, in order to keep in progress as much of the work as possible under the circumstances, to reduce delays and to mitigate additional costs.

104.09. Lines, Grades, and Elevations.

Subsection 104.09 is deleted and replaced with the following:

Location, alignment, elevation datum, and grade of the work will be determined by the Engineer who will set the controls necessary to properly mark these elements. The Contractor shall assume full responsibility for all other detail dimensions and elevations measured from the lines, grades, and elevations established.

The Engineer will provide grade and alignment stakes needed for normal progress of the work by the Contractor. The Engineer may require prior notice, which may be requested in writing, up to 48 hours in advance when the Contractor's staking needs are indeterminate or erratic or when the magnitude of the staking work makes scheduling necessary. It will be the Contractor's responsibility to be sure that all information contained on the stakes is understood.

The Contractor shall provide such scaffolds, batter boards, straightedges, templates, or other devices necessary to facilitate laying out and inspecting the work.

a. Road Stakes and Controls.

Stakes set by the Engineer shall be carefully preserved by the Contractor. Any stakes destroyed due to the Contractor's carelessness will be replaced at the Engineer's earliest convenience. When re-staking becomes necessary two or more times, the Contractor will be notified in writing and may be charged for the crew time involved.

The following staking will be provided by the Road Commission for Oakland County (RCOC), if required:

1. **Right-of-Way.** A right-of-way stake will be set at maximum of 100 ft intervals along the right-of-way line and at all corners marking a change in width or direction.
2. **Clearing Stakes.** Clearing stakes will be set at 50 ft intervals. They will be set at the clearing line or at an agreed upon offset and show the limits of clearing. Individual tree removal shall be marked and determined by Engineer.
3. **Slope Stakes.** Slope stakes will be set right and left of centerline at 50 ft intervals. Ditch cut, cut or fill, slope and ditch information, and distance from centerline will be provided on the stake. Swamp ditches will be staked separately. Stakes will be set at the slope intersection point or at an agreed upon offset.
4. **Subgrade Stakes.** Stakes at 50 ft intervals and at low points of vertical curves will be provided for trimming the subgrade. The maximum number of stakes provided will be at each grade break point as shown on the typical section.
5. **Pavement Stakes.** After placing and rough grading the subbase, pavement stakes

will be provided as follows:

- A. Place stakes at 50-foot intervals on tangent sections and on curves with radii of at least 1,150 feet;
- B. Place stakes at 25-foot intervals on curves with radii of less than 1,150 feet.
- C. The pavement grade stakes will be used for finish grading of the subbase, base course, and pavement. The pavement grade stakes will be checked for grade and alignment prior to the paving operation. Offset distance and grade for the Contractor's operation will be discussed and agreed upon prior to staking.

6. Drainage and Utility Stakes. One set of stakes will be set for drainage and utility work. These stakes will be placed at intervals not greater than 50 ft and offset from the centerline of the trench a distance agreed to with the Contractor. Drainage and utility structures will be located by means of a stake at their center and two or more offset stakes. The Contractor shall be responsible for positive drainage. Adjustments in location and grade for drainage items shall be approved by the Engineer. The following information will be provided on the offset stakes:

- A. Distance to center of structure or utility line;
- B. Cut to flowlines of the utility and pipe opening in the structure; and
- C. Cut and fill to top of casting.

7. Tunnel Sewer Stakes. Initial line and grade will be provided in the shaft. Grade will be carried forward from the shaft by the Contractor. Additional alignment will be provided at no greater than 1000 ft intervals through vertical holes provided by the Contractor and at all curves in the tunnel by the same means. Additional alignment may be provided at the discretion of the Engineer.

8. Miscellaneous Item Stakes. Alignment and grade stakes will not be supplied for other miscellaneous items unless this alignment and grade data cannot be determined from the finished slab or judicious use of the plans.

b. Temporary Signs

Locations for temporary signs shall be field staked/located by the Contractor and field verified by the Engineer.

c. Temporary/Permanent Pavement Markings and Permanent Signs

Locations for temporary/Permanent Pavement Markings and Permanent Signs shall be field staked/located by the Engineer.

d. Bridge Structure Stakes and Controls.

Line and grade for excavation of footings will be provided. Upon completion of footing excavation, the Engineer will provide alignment along centerline and reference lines of each unit for footings, pile layout, columns, walls, abutments, and piers. The aligning and dimensioning of forms will be the Contractor's responsibility. The Engineer will also provide grades for footings, pile cutoffs, columns, walls, abutments, and piers. A stakeout diagram showing layout and bench mark information may be supplied to the Contractor, if requested. The Contractor shall be responsible for the layout of all pile locations. The Engineer will check the layout after it is completed and prior to the Contractor driving any piling. Additional staking to be provided shall be as follows.

1. **Bridge Substructures.** The Engineer will check line and grade of bridge seats and span lengths prior to the casting of pier caps or abutment walls.
2. **Bridge Superstructures.** Deck and rail grades will be set by the Engineer. Screed grades will be set by the Contractor and checked by the Engineer. It shall be the Contractor's responsibility to set the screed in place, prior to pouring, to check slab depth and steel cover. The Engineer shall be permitted time to make dry run checks before the Contractor orders concrete.
3. **Sidewalk, Curb, and Railing.** Line and grade will be set on the poured deck at a maximum of 25 ft intervals for each separate location unless lesser intervals are required. One set of line and grade will be provided where sidewalk, or curb, and railing is to be constructed.

e. Site Adjustments and Plan Errors.

The Contractor is hereby notified that all field conditions may not have been incorporated into the plans that would allow an accurate fit of the proposed work. If deviations from the plans occur, the Contractor shall notify the Engineer within one hour and propose a potential solution. The Engineer shall determine the actual solution and give direction to the Contractor as soon as possible.

A plan error shall be defined as any omission, miscalculation, or inaccurate dimension which occurs on the plans that cannot be corrected to fit the existing conditions of the proposed projects by the technical knowledge of an experienced staking crew in the normal performance of its duties. The Contractor shall notify the Engineer when plan discrepancies occur.

If a plan error, as defined above, is discovered, then all of the following shall occur. The Contractor shall notify the Engineer within one hour of all plan errors. The Engineer will authorize the solution to the plan error as soon as possible. If the plan error results in extra work to the contract, the Engineer shall issue a work order directing the corrective action.

104.13. Materials, Soils, Street/Project Inspection.

Subsection 104.13 is added to Section 104 as follows:

The Contractor is required to schedule inspection by completing an online inspection request form, which is located at <https://www.rcocweb.org/503/Contractor-Inspection-Request>

Contractors failing to submit the appropriate scheduling webform by 3:00 PM the day prior to when inspection or testing is needed may be denied inspection and/or testing due to the unavailability of staff. Inspection or testing for Saturday, Sunday, and Monday must be scheduled by 3:00 PM on the preceding Friday.

In the event a webform is somehow inaccessible, the RCOC Construction/Testing Division can be contacted by phone at 248-858-4855 by the same notification standards listed above. The Engineer may modify the project inspection notification procedure at any time.

Work performed without inspection by the Engineer and/or Inspector may be rejected and will not be approved for payment. Rejected work shall be removed and replaced at the sole expense of the Contractor and will not be grounds for an extension of time.

If inspection or testing is denied due to the Contractor's failure to notify the Road Commission for Oakland County, as described above, claims by the Contractor for Extensions of Time or additional compensation will not be allowed.

Project Inspection is subdivided into four categories: General Inspection, Materials Inspection, Traffic Engineering Inspection, and Signal Systems Inspection.

a. General Inspection Request

The General Inspection Request form shall be used to schedule inspection of all other work items not included in the Materials Inspection Request, Traffic Engineering Inspection Request or Signal Systems Inspection Request. If the scheduled work requiring inspection will be ongoing for consecutive days, a separate submission will not be required each subsequent day if an onsite Contractor representative has notified the Inspector or Engineer of the next day's work.

b. Materials Inspection Request

The Materials Inspection Request form shall be used to schedule sampling and testing of materials. It must be submitted for each day sampling/testing of materials will be required.

c. Traffic Engineering Inspection Request

The Traffic Engineering Inspection Request form shall be used to schedule inspection of all pavement marking work items and all sign work items. If the scheduled work requiring inspection will be ongoing for consecutive days, a separate submission will not be required each subsequent day if an onsite Contractor representative has notified the Traffic Operations Engineer, Inspector, or Engineer of the next day's work.

d. Signal Systems Inspection Request

The Signal Systems Inspection Request form shall be used to schedule inspection of all traffic signal work items. If the scheduled work requiring inspection will be ongoing for consecutive days, a separate submission will not be required each subsequent day if an onsite Contractor representative has notified the Signal Operations Engineer, Inspector, or Engineer of the next day's work.

If materials testing (concrete, asphalt, aggregate, etc.) is required, the signal contractor will be required to use Signal Systems Inspection Request online form in addition to the Materials Inspection Request online form for a single day.

Refer to RCOC Special Provision for Traffic Signal Inspection (RCOC20SP818A) for additional information.

e. Density – Quality Control

The Contractor is required to perform Quality Control density testing for all items that require density and such is included in other items of work and not paid for separately. Quality Assurance tests will not be performed until there are passing Quality Control tests. If a Quality Assurance density test fails, then re-tests will be performed at the Engineer's earliest convenience, which could be more than 24 hours after the failing test. No additional compensation will be paid for costs, nor will a time extension be granted, for delays due to failed Quality Control tests and associated Quality Assurance re-tests.

If any inspected or tested work fails the first inspection or test, any additional costs incurred by the Department to re-inspect or re-test may, at the sole discretion of the Engineer, be invoiced to and paid by the Contractor.

104.14. Limitations on Private Work.

Subsection 104.14 is added to section 104 as follows:

During construction operations, the Contractor shall not perform work by private agreement with property owners adjacent to the Project. Work may be allowed when requested by local municipalities, but only with the written consent of the Engineer.

SECTION 105. CONTROL OF MATERIALS

105.06. Storage of Materials

Subsection 105.06.D shall be deleted in its entirety and replaced as follows:

No such use of private property by the Contractor or any Sub-Contractors shall occur before the Engineer has possession of the written permission, which must be notarized by a public notary. If such use does occur before the Engineer has

possession of the notarized agreement, the Engineer will issue a Notice of Non-compliance suspending all work immediately until such time a copy of the written, notarized permission is provided or the property in question has been vacated by the Contractor, or any Sub-Contractors, and restored to its original condition, with no extension of time or additional cost for idle equipment, downtime, etc. to the Department.

SECTION 107. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01. Laws to be Observed.

The last sentence in the first paragraph of this section is amended in its entirety to read as follows:

The Contractor must hold harmless and indemnify the Department and the RCOC and their representatives against any and all claims arising from any violation.

The last sentence in the second paragraph of this section is amended in its entirety to read as follows:

The Contractor is liable to the Department and/or the RCOC for fines, assessments, remediation, or environmental response costs incurred by the Department and/or the RCOC because of the Contractor's failure to comply with federal, state, and local laws.

107.02 Permits and Licenses

Subsection 107.02 is supplemented with the following.

The Contractor shall adhere to the requirements of any and all permits issued to the RCOC or obtained by the Contractor that are required to complete the project, including whatever changes to these permit requirements, as directed by the Engineer.

Contractor shall contact the local water department for a permit to use hydrants prior to use and shall only use hydrants according to the provisions of such permit. All costs associated with the use of a hydrant (permits, water usage) will not be paid for separately, but will be considered included in other items of work.

107.03. Patented Processes and Materials.

The first paragraph of this section is amended in its entirety to read as follows:

The Contractor must defend all patent infringement suits resulting from the use of designs, devices, material, or processes employed to construct the work as required by the Contract. The Contractor must hold harmless and indemnify the Department, RCOC, and their representatives against suits or claims for royalties,

damage, and costs.

107.06. Furnishing Right-of-Way

Subsection 107.06 is replaced with the following.

The RCOC is responsible for securing all right of ways in advance of construction. These right of ways are shown on the plans and is the Contractor's responsibility to verify this right of way information prior to beginning work.

Unless otherwise specified on the plans or directed by the Engineer, it shall be the Contractor's obligation, at his own expense, to furnish areas beyond the project right of ways for the following: Disposal areas for surplus and unsuitable materials; areas for stockpiling and/or construction materials, equipment and plants.

107.07. Protection and Restoration of Property.

Subsection 107.07 is supplemented with the following:

All existing mailboxes in conflict with the proposed work shall be temporarily reset along the owner's driveway or along an intersecting street, beyond the limits of construction, as directed by the Engineer. When the project is completed, the mailboxes shall be reset by the Contractor in accordance with the local postal regulations and as directed by the Engineer. Work shall be completed in accordance with the MDOT Standard Specifications for Construction and paid for as Post, Mailbox.

Traffic control signs and street name signs shall be removed, salvaged, relocated and maintained by the Contractor as indicated on the plans. This work may be required multiple times during the project to accommodate construction operations. This work shall be performed on the same day of a change in operations requiring the sign work as determined and/or approved by the project Engineer. Upon completion of the project, permanent traffic control signs will be relocated or replaced in their proper position by RCOC or the Contractor as indicated on the plans. The sign removal, salvaging, relocating, installation, and related work will be paid for with the appropriate pay item, at the contract unit prices each time the work is determined to be necessary by the project Engineer to accommodate construction operations.

All temporary and permanent signs damaged by the Contractor during the course of construction, will be replaced by the Contractor within 24 hours or the Engineer may direct Road Commission forces to replace Contractor damaged signs. Costs for Road Commission replacement of Contractor damaged signs will be deducted from the Total Contract Price owed the Contractor. The Road Commission for Oakland County will inventory all signs at the beginning of a project, and upon project completion, before final acceptance is made.

107.09 Archaeological and Historic Findings.

Subsection 107.9 is supplemented with the following:

Findings of significance, as determined by the Engineer, that are of archaeological, historical, mineral, cultural, biological, or scientific interest, shall remain the property of the RCOC. No additional compensation is due to the Contractor for such findings other than payment for the use of equipment, labor and materials in the recovery of such findings in accordance with the contract.

107.10 Indemnification, Damage Liability, and Insurance.

Subparagraph A of this section 107.10 is amended in its entirety to read as follows:

A. **Indemnification.** The Contractor must hold harmless, indemnify, and defend in litigation the State, the Commission, the Department, the RCOC, and their agents and employees against claims for damage to public or private property and for injuries to persons arising out of the performance of the work. The Contractor will not be responsible for claims that result from the sole negligence or willful acts or omissions of said indemnitee.

The first paragraph of Subparagraph C of this section 107.10 is amended in its entirety to read as follows:

C. **Bodily Injury and Property Damage.** The Contractor must carry adequate insurance, satisfactory to the Department, to afford protection against claims for damage to public or private property and injuries to persons arising out of the performance of the work. If required by the contract, the Contractor must also carry adequate insurance to protect the owner of premises on or near which construction operations are to be performed. Copies of completed certificates of insurance must be submitted to the Department, in accordance with subsection 102.14.

The first sentence of Subparagraph C.4. of this section 107.10 is amended by inserting “, RCOC” after the word “Department”.

Subparagraph C.4.a. of this section 107.10 is amended by inserting “, RCOC” after the word “Department”.

The first paragraph of Subparagraph E of this section 107.10 is amended in its entirety to read as follows:

E. **Damage Claims.** The Contractor is responsible for acting on damage claims that occur from acts or omissions that occur in the execution of the contract. The Contractor may act directly with the claimant or through the claimant’s insurance carrier.

107.21. Open to Traffic.

Subsection 107.21 is supplemented with the following:

In order for any portion of the project to be deemed "Approved for Traffic", the Engineer will verify that the surfacing material, shoulders, guardrails, signs and other appurtenances are completed as per the Contract. The determination of Approved for Traffic is made at the sole discretion of the Engineer. Upon the Engineer making the determination that a roadway or portion thereof is Approved for Traffic, the roadway or portions thereof may be open to traffic.

SECTION 108. PROSECUTION AND PROGRESS

108.05. Prosecution and Progress.

Subsection 108.05. is supplemented with the following:

When the Contractor fails to perform the duties as called for on these plans and in the contract, the Engineer may require RCOC forces to perform work, with or without notification to the Contractor or the Surety. The Contractor will be charged equipment rental rates as established by the RCOC. Time charged to the Contractor shall be from the time that the RCOC workforce and equipment leave the RCOC yard to the time that they return to the RCOC yard.

108.11 Default of Contract.

Subsection 108.11 is supplemented with the following:

When the Engineer requires the RCOC forces to perform work, with or without notification to the Contractor or the Surety, the Contractor will be charged for labor, material and equipment at current rates as established by the RCOC. The time charged to the Contractor shall be from the time the workers and equipment leave the RCOC yard to the time the workers and equipment return to the RCOC yard.

SECTION 109. MEASUREMENT AND PAYMENT

109.1.B.6 Measuring Weight on Scales.

Subsection 109.01B.6 is supplemented as follows:

Material being incorporated into Road Commission for Oakland County projects and transported by truck over Public Roads shall be paid for according to the lowest value of the following:

- A. The actual weight at the contract unit price.
- B. The amount of material which could have been legally transported in terms of truckload lots at the contract unit price. A weigh person shall note the legal capacity

on the tickets and weight sheets.

109.07. Final Inspection, Acceptance, and Final Payment.

The third paragraph of Subparagraph C.1. of this section 109.07 is amended in its entirety to read as follows:

After achieving satisfactory final inspection, the Contractor is relieved of the duty of maintaining and protecting the project. In addition, the Contractor is relieved of its responsibility for damage to the work that may occur after satisfactory final inspection.