

ROAD COMMISSION FOR OAKLAND COUNTY

SPECIAL PROVISION  
FOR  
**DIVISION I – GENERAL PROVISIONS  
FOR LOCAL LET PROJECTS**

RCOC/DESIGN:JO/JA

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RCOC20SP100BL  
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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**

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**101.2 Abbreviations**

Subsection 101.02 is hereby supplemented with the following:

**RCOC** ..... Road Commission for Oakland County

**101.3 Definitions**

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

**Commission.** The Board of County Road Commissioners of the County of Oakland.

**Department.** The authorized employees of the Board of County Road Commissioners of the County of Oakland collectively called the Road Commission for Oakland County.

**Bid Appeal Committee.** A RCOC committee that performs the administrative review of appeals of low bid rejections.

**Bid Guaranty.** The amount the bidder agrees to pay to RCOC, at the time of bid submission, if the bidder fails to execute the contract form and file satisfactory bonds and other required documents necessary for award of the Contract within the 14 day period provided or within RCOC approved extensions.

**Bid Review Committee.** A RCOC committee that reviews irregular bids for adherence to standard bid procedures.

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

**SECTION 102. BID SUBMISSION, AWARD AND EXECUTION OF CONTRACT**

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**102.01 Prequalification of Bidders**

Subsection 102.01 is hereby supplemented with the following:

All persons proposing to bid on RCOC work must be prequalified with the Michigan Department of Transportation under their current rules and regulations and must have the proper classification and numerical rating required for the project on which a Bid is to be submitted. Prequalification will not be required on projects with an estimated Contract price of \$50,000 or less unless the project involves Specialty Classification work. The estimated Contract price will be determined by the RCOC.

#### **102.14 Execution and Award of Contract**

Subsection 102.14 is hereby deleted and replaced with the following:

The Department will provide the contract and bond forms to the determined low Bidder, at the address provided on the Bid. Within 14 calendar days of transmittal, the Bidder must return, and the Department must receive, the signed contract, bond forms, and other documents required by the Department. The Department may grant an extension of that deadline, if the extension would not impair the Department's interests. If the Department executes a contract received after the deadline, an extension will be deemed to have been granted.

If the determined low Bidder withdraws their Bid submittal after opening and at any time prior to contract Award, it may forfeit its Bid Guaranty subject to the provisions of 102.16.

If the Department does not receive the signed contract, bond forms, and other documents required within 14 calendar days of transmittal, or an extended deadline, the Department may award the contract to the next low Bidder, or otherwise exercise its discretion in accordance with subsection 102.13.

If the Department does not execute the contract within 49 days after the transmittal of contract documents (including Department-approved extensions), the determined low Bidder may withdraw its Bid without penalty. If the Department is responsible for the delay in Award of the contract, the determined low Bidder may agree to extend the deadline for the execution of the contract for an agreed upon time period.

The Department considers the contract awarded and binding when signed by the determined low Bidder and executed by the Department.

#### **102.15 Requirements of Contract Bonds**

Subsection 102.15 is hereby deleted and replaced with the following:

Bonds Furnished by Principal Contractor: The proposed contractor, referred to as the principal contractor, shall furnish at his/her own cost to Road Commission for Oakland County a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Each of the bonds furnished shall be in the amount of not less than 100 percent of the total contract price. Such bonds shall be on forms provided by the Road Commission for

Oakland County, shall be executed by a surety authorized to do business in the State of Michigan, and shall meet the statutory requirements of the State of Michigan.

#### **102.20. Joint Two-Party Checks.**

Subsection 102.20 is hereby deleted.

### **SECTION 104. CONTROL OF WORK**

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#### **104.07.C Maintenance During Construction**

Subsection 104.07.C.2 is hereby 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 hereby 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 to adjust the work schedule, or the work, or both, as directed by the Department, in order to keep in progress as much of the work as possible under the circumstances, to reduce delays and to mitigate additional costs.

No additional compensation will be paid to the Contractor for any delay or inconvenience due to delays whether reasonable or unreasonable due to the operations of such other parties doing work indicated or shown on the plans or in the proposal, or for any delays whether reasonable or unreasonable on construction due to the encountering of existing utilities that may or may not be shown on the plans.

#### **104.09. Lines, Grades, and Elevations.**

Subsection 104.09 is hereby 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, batterboards, 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 restaking 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 Department, 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 the subbase is placed and rough graded, pavement stakes will be provided as follows:

A. Stakes will be placed at 50 ft intervals on tangent sections and on curves or spirals with a radius of 1,150 ft or more.

B. Stakes will be placed at 25 ft intervals on curves or spiral with a radius of less than 1,150 ft.

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. 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.

**c. 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 immediately notify the Engineer 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 immediately notify the Engineer 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 hereby added 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 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 RCOC, 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.

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.

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.

#### **104.14 Limitations on Private Work.**

Subsection 104.14 is hereby 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**

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#### **105.02 Natural Material Sources Found within Excavation Limits**

Subsection 105.02 is hereby supplemented with:

All existing manhole frames, covers, and steel beam guardrail within the project limits that are not to be used in the reconstruction of the roadway shall be removed and stockpiled at the location determined by the Engineer and shall remain the property of the RCOC if directed by the Engineer. The removal and stockpiling of existing materials shall be paid for as part of existing pay items.

#### **105.05 Approval of Materials for Incorporation into the Work**

##### **105.05. A. Approval by Certification or Qualified Product List**

Subsection 105.05.A is hereby supplemented as follows:

The following material tests and certificates will be required on all materials incorporated into the work. Other tests may be conducted by the RCOC to determine if the materials furnished meet the requirements of the specifications.

The following materials shall be tested or certified, as specified by the Contract. This work shall be done at the expense of the Contractor except as otherwise indicated.

Corrugated Metal Culvert Pipe, Corrugated Metal Preformed Pipe, Corrugated Metal Plate for Field Assemble, and Beam Guard Rail: The metal gauge and heat number shall be marked on all plate and pipe delivered to the project. In addition, curved Beam Guard Rail shall be marked with metal tags as specified under section 807, Guardrail, Guardrail Terminals, and Miscellaneous Post. A certification from the manufacture as to size, amount, heat number, gauge and spelter coating shall accompany all plate and pipe delivered to the project.

Concrete Pipe: The class of pipe shall be marked on all concrete pipe delivered to the project. A certification from the manufacture as to size, amount, class and wall type shall accompany all concrete pipe delivered.

Prestressed Concrete Beams: Tests shall be performed in accordance with section 708, Prestressed Concrete Beams, with all tests results submitted to the Road Commission for Oakland County.

Air-Entraining Admixture for Concrete: A certification as specified under section 903, Admixtures and Curing Materials for Concrete, shall be submitted to the RCOC before approval is granted for the use of the air entraining agent.

Cement: All cement used in the work shall be certified, on the bulk cement delivery ticket or the ready mixed concrete delivery ticket that it conforms to the requirements specified in the Cement and Lime, Section 901. The certification shall also indicate the type of Portland Cement used or delivered.

Bituminous Materials: All bituminous materials used in bituminous mixtures, bond coats and prime coats shall be tested as directed by the Engineer and a testing certificate approved by the Engineer shall accompany all material delivered. The expense of testing this material will be paid for by the RCOC, however, the Contractor must make all the arrangements to get the material tested.

The use of the above certificates and tests does not relieve the Contractor of the responsibility of assuring that all the materials used in the work conform to the requirements of Material, Division 9.

#### **105.5 B. Acceptance by Test**

Subsection 105.05B is hereby supplemented as follows:

The following materials and mixtures will be inspected and tested during their preparation and use by the Road Commission for Oakland County:

1. Plant inspection of concrete proportioning.
2. Plant inspection of bituminous mixtures.
3. Coarse aggregates and fine aggregates used in concrete.
4. Coarse aggregates, fine aggregates, and mineral aggregates used bituminous mixtures.
5. Granular Material - Class I, Class II and Class III.
6. All surfacing aggregates - In addition the mixture of sodium chloride to the aggregates must be inspected.
7. Bituminous materials used in bituminous mixtures, bond coats, and prime coats.

For all the above items, unless otherwise specified, the Contractor shall notify the RCOC two days prior to the beginning of production of material or two days prior to the use of natural material, so that arrangements for inspection can be made.

#### **105.6 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 Road Commission for Oakland County.

### **SECTION 107. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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#### **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.

#### **107.6 Furnishing Right of Way**

Subsection 107.06 is replaced with the following.

The Road Commission for Oakland County 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 hereby supplemented as follows:

Mailboxes that are required to be moved shall be moved to the final location or moved temporarily and reset. All work associated with mailbox relocation shall be included in the standard pay item for Post, Mailbox (Ea). This pay item will be paid once per mailbox and shall include any temporary and permanent mailbox installation, regardless of mailbox and post type.

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 Engineer. Upon completion of the project, permanent traffic control signs will be relocated or replaced in their proper position by 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 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 immediately or the Engineer may direct RCOC forces to replace Contractor damaged signs. Costs for RCOC replacement of Contractor damaged signs will be deducted from the Total Contract Price owed the Contractor. The RCOC will inventory all signs at the beginning of a project, and upon project completion, before final acceptance is made.

### **107.09 Archaeological and Historical Findings**

Subsection 107.09 is hereby supplemented as follows:

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 Road Commission for Oakland County. 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.**

Subsection 107.10 is hereby deleted and replaced with the Special Provision for Indemnification, Damage Liability and Insurance contained elsewhere in this proposal.

### **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**

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### **108.05. Prosecution and Progress**

Subsection 108.05. is hereby 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.

### **108.09.B. Compensable Delays**

Subsection 108.09.B.2 is hereby deleted and replaced with the following:

2. Railroad interference within the project limits;

## **SECTION 109. MEASUREMENT AND PAYMENT**

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### **109.01.B. Measuring Weight on Scales**

Weighing of Transported Materials:

The following items will not require a weigh person to be provided by the Road Commission for Oakland County when the quantity of material does not exceed 150 tons in one day. The supplier weight ticket from an approved scale will be acceptable.

Coarse Aggregates

Dense-Graded Aggregates Open-Graded Aggregates Granular Materials

The following items will not require a weigh person to be provided by the Road Commission for Oakland County when the quantity of material does not exceed 100 tons in one day. The supplier's weight ticket from an approved scale will be acceptable.

HMA Base Course Mixtures HMA Surfacing Mixtures.

#### Weight Limits and Basis of Payment:

Material being incorporated into Road Commission for Oakland County projects and transported by truck over public roads shall be paid for according to the lower of the two following:

1. The actual weight at the contract unit price.
2. 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.

#### **109.09 Final Inspection, Acceptance, and Final Payment:**

Subsection 109.09 is hereby supplemented with the following:

Rights and Responsibilities of Contractor and Subcontractors - All *obligations and* claims made pursuant to labor or material furnished in performing work in conformance with the agreed understanding of the contracting parties shall be governed by 1963 PA 213, being section 129.201 through 129.211 of the 1970 Compiled Laws of Michigan.

Final Payment will not be made until the contractor has filed with the Road Commission for Oakland County the consent of the Surety to payment of the final estimate. Consent must be filed on Road Commission form, "Consent of Surety for Reserve Reduction and Final Payment."