

SECTION 00 91 13 – ADDENDA

RFP NO. 6626
ADDENDUM NO. 1
DATE: July 12, 2011

Washtenaw County Water Resources Commissioner ENGINEER:
705 North Zeeb Road
Ann Arbor, Michigan 48103

Fishbeck, Thompson, Carr & Huber, Inc.
1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

DRAWING REVISION NO.: NA

SHEETS ISSUED HERewith: NA

SPECIFICATION SECTIONS ISSUED HERewith: Sections 00 41 43, 00 73 33, 01 22 00, 02 22 26

SKETCHES ISSUED HERewith: Figure A – Revised Easement Limits

BIDS DUE: July 18, 2011, 3:00 PM -- ISSUED TO ALL BID SET HOLDERS

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid form; failure to do so may result in rejection of the Bid.

ITEM NO. 1:

Section 00 41 43

Title Bid - Unit Price

Replace the entire Section 00 41 43 with the enclosed document which includes an additional pay item (Item No. 3) for "Preconstruction Interior Video Documentation".

ITEM NO. 2:

Section 00 73 33

Title Davis Bacon Prevailing Wage Rates

Replace the entire Section 00 73 33 with the enclosed document which includes updated wage rates.

ITEM NO. 3:

Section 01 22 00

Title Unit Prices – Measurement and Payment

Replace the entire Section 01 22 00 with the enclosed document which includes an additional pay item (Item No. 3) for "Preconstruction Interior Video Documentation".

ITEM NO. 4:

Section 02 22 26

Title Preconstruction Audio-Visual Documentation

Replace the entire Section 02 22 26 with the enclosed document which includes updated specifications for interior recording of residences as well as updated recording rates for exterior areas.

ITEM NO. 5:

Section 31 23 11

Title Open Channel Excavation

Replace Paragraph 3.1.H with the following:

Disposal:

1. All excavated material shall be disposed of off-site in accordance with all federal, state, and local regulations.

ITEM NO. 6:

Sheet(s) 2 through 4

Disregard the permanent and temporary easement limits shown on the drawings and replace with the easement limits shown in the enclosed Figure A – Revised Easement Limits.

END OF SECTION 00 91 13

SECTION 00 41 43 - BID - UNIT PRICE

Bid of _____ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of _____, doing business as _____.*

*Insert as applicable: "a corporation", "a partnership" or "an individual".

To Washtenaw County Water Resources Commissioner, hereinafter called Owner.

ARTICLE 1 – BID RECIPIENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, as containing reliable "technical data," and
- (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on:
- (1) the cost, progress, and performance of the Work;
 - (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and
 - (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
- (1) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - (2) "fraudulent practice" means an intentional misrepresentation of facts made
 - (a) to influence the bidding process to the detriment of Owner,
 - (b) to establish bid prices at artificial non-competitive levels, or
 - (c) to deprive Owner of the benefits of free and open competition;
 - (3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which to establish bid prices at artificial non-competitive levels; and

- (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

Unit Bid Price Schedule					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Amount
1	Mobilization	LS	1		
2	Preconstruction Exterior Video Documentation	LS	1		
3	Preconstruction Interior Video Documentation	EA	4		
4	Utility Coordination and Investigation	LS	1		
5	Temporary Construction Access Road	LS	1		
6	Temporary Cofferdam	LS	1		
7	Temporary Bypass	LS	1		
8	Mulch Blanket	SY	500		
9	Selective Clearing, Grubbing and Snagging	LF	300		
10	Remove Tree, 8 to 18-inch Diameter	EA	12		
11	Remove Tree, Greater than 18-inch Diameter	EA	8		
12	Channel Bank Pullback	LF	300		
13	Gabion Basket Wall	CY	425		
14	Riprap, Plain	SY	400		
15	Open Channel Seeding	SY	500		
16	Live Stake	EA	116		
17	Plug	EA	219		
18	Tree	EA	4		
19	Site Restoration	LS	1		
		TOTAL OF ALL BID PRICES			

 Bidder (Firm or Corporation Name)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before December 30, 2011 and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before May 25, 2012.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to sign Bid, if Bid is submitted by a corporation, partnership or joint venture;
- C. List of Proposed Subcontractors;
- E. List of Project References.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

SUBMITTED on _____, 2011
Date*

BY: _____
Name of Bidder*

Business Street Address*

Signature

City, State, and Zip*

Name and Title of Signatory*

Telephone Number*

Facsimile Number*

E-mail Address*

Federal Tax ID Number*

*Typed or printed in ink.

END OF SECTION 00 41 43

DAVIS-BACON PRACTICE FEDERAL WORKERS

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

General Decision Number: MI100178 07/01/2011 MI178

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/07/2011
1	04/01/2011
2	05/13/2011
3	06/03/2011
4	07/01/2011

CARP0687-006 06/01/2010

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 29.07	20.222

ELEC0252-009 06/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 38.57	18.59

* ENGI0326-008 06/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.29	19.70
GROUP 2.....	\$ 36.79	19.70
GROUP 3.....	\$ 35.29	19.70
GROUP 4.....	\$ 34.99	19.70
GROUP 5.....	\$ 34.17	19.70
GROUP 6.....	\$ 33.31	19.70
GROUP 7.....	\$ 32.34	19.70
GROUP 8.....	\$ 30.63	19.70
GROUP 9.....	\$ 23.32	19.70

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional. Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring

Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader,
Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 01/01/2011

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 29.49	22.10
Structural.....	\$ 34.54	22.93

LABO0334-009 07/01/2010

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.81	6.25
GROUP 2.....	\$ 15.59	6.25

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel
equipment operator, lawn sprinkler installer and skidsteer
(or equivalent)

GROUP 2: Landscape laborer: small power tool operator,
material mover, truck driver and lawn sprinkler installer
tender

LABO0499-020 08/01/2010

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.21	12.45
GROUP 2.....	\$ 26.41	12.45
GROUP 3.....	\$ 26.53	12.45

LABORER CLASSIFICATIONS

GROUP 1: Common or General; Grade Checker

GROUP 2: Mason Tender - Cement/Concrete

GROUP 3: Pipelayer

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0514-002 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.91	14.34

PLUM0190-010 06/01/2010

	Rates	Fringes
--	-------	---------

PLUMBER.....\$ 37.19 19.30

SUMI2010-072 11/09/2010

Rates Fringes

TRUCK DRIVER: Off the Road
Truck.....\$ 20.82 3.69

TEAM0007-006 06/01/2011

Rates Fringes

TRUCK DRIVER
Dump Truck under 8 cu.
yds.; Tractor Haul Truck...\$ 24.595 5.78+a
Dump Truck, 8 cu. yds. and
over.....\$ 24.695 5.78+a
Lowboy/Semi-Trailer Truck...\$ 24.845 5.78+a

FOOTNOTE: a.
Effective 4/1/2010 - \$327.95 per week.
Effective 4/1/2011 - \$331.00 per week.
Effective 4/1/2012 - \$351.00 per week.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on
a wage
determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal
process
described here, initial contact should be with the Branch of
Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party
(those affected by the action) can request review and
reconsideration from
the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR
Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested
party's position and by any information (wage payment data,
project
description, area practice material, etc.) that the requestor
considers
relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested
party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

29 CFR Part 5 Labor Standards Program Federal Acquisition Regulation

5.5 Contracting Officer's Duties

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being

maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees--(i) Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen

hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 01 22 00 - UNIT PRICES - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes descriptions of the method of measurement and the basis of payment for Unit Price Work under this Contract.
- B. Basis of Contract Payments:
 - 1. Final Contract Price shall be determined by actual quantities installed at unit prices stated in Contractor's Bid.
 - 2. Engineer shall determine actual as-built quantities.
 - 3. **All work identified on the Drawings, but not included as a Bid item shall be considered incidental to construction and not paid for directly, except Work that would be considered additional Work due to unforeseen conditions.**
 - 4. Unit price payments for individual items shall include everything necessary for such item to function as intended in the system.
 - 5. Owner reserves the right to increase, decrease or eliminate any quantities for items listed in Contractor's Bid or which become a part of the Contract Documents.
- C. Items included as incidental to Unit Prices for systems and appurtenances. Unless there is a specific pay item identified, the unit price payment shall include, but not be limited to:
 - 1. Clear, excavate, trench, bedding, trench backfill, compaction, disposal of items for clearing and unsuitable or excess excavated materials.
 - 2. Drainage of excavations including by-pass pumping of sewers.
 - 3. Temporary sheeting, bracing and shoring of excavations.
 - 4. Support, relocation, replacement, connection or reconnection of existing pipelines and utilities.
 - 5. Cleanup and surface restoration.
 - 6. Water service repair.
 - 7. Sewer lead repair.
 - 8. Bulk head of pipes to be abandoned.
 - 9. Removal of pipes, valves, structures and appurtenances located within the excavation limits of new utilities whether identified on the removal Drawings or not.
 - 10. Coordination of mail delivery and refuse removal with residents, post office, and refuse collectors.
 - 11. Support of utility poles and existing underground utilities during excavation and installation of storm sewer.
 - 12. Remove, salvage, and replace street signs.
 - 14. Remove and dispense of trees less than 6-inches in diameter

1.3 GENERAL CONDITIONS

- A. Item No. 1 - Mobilization:
 - 1. Includes:
 - a. Preparatory work and expenses incurred prior to beginning work onsite.
 - b. Transport materials, personnel, and equipment to the job site.
 - c. Establish temporary onsite construction facilities.
 - d. Provide insurance, bonds, and other costs associated with the project in general and not included in other pay items.
 - e. All required submittals.
 - 2. Unit of Measure:
 - a. Lump sum.
 - b. 50% payment will be made after 5% of the original contract amount is earned.
 - c. Final 50% payment will be made after 25% of the contract amount is earned.

- B. Item No. 2 - Preconstruction Exterior Video Documentation:
 - 1. Includes the following in accordance with Division 02 Section "Preconstruction Audio-Visual Documentation."
 - a. All DVD/Video CD disks.
 - b. Reports.
 - 2. Does not include interior audio-video documentation of homes within project area.
 - 3. Measurement and Payment:
 - a. Lump sum.
 - b. Payment will be made after the Engineer has reviewed the audio-video documentation for completeness.

- C. Item No. 3 - Preconstruction Interior Video Documentation:
 - 1. Includes the following in accordance with Division 02 Section "Preconstruction Audio-Visual Documentation."
 - a. All DVD/Video CD disks.
 - b. Reports.
 - 2. Measurement and Payment:
 - a. Per each (residence).
 - b. Payment shall only be made for residences where property owner permission is granted and interior video documentation is completed.
 - c. Payment will be made after the Engineer has reviewed the audio-video documentation for completeness.

- D. Item No. 4 - Utility Coordination and Investigation:
 - 1. Includes the following in accordance with Division 1 Section "Protection, Restoration, and Notification":
 - a. All labor, equipment and material required for excavation ahead of the progress of the work to locate existing underground utilities.
 - b. Coordinating the protection, removal, replacement, or relocation of utilities with the service provider as required for completing the work.
 - c. All labor, equipment and material as required for the protection, removal, replacement, or relocation of utilities as required for completing the work.
 - d. Payment of all costs or fees of utility providers for the protection, removal, replacement, or relocation of utilities as required for completing the work.
 - 2. Unit of Measure: Lump sum.

1.4 SOIL EROSION CONTROL

- A. Item No. 5 - Temporary Construction Access Road:
 - 1. Includes the following as indicated on the Drawings and in accordance with Division 31 Section "Erosion and Sedimentation Controls:"
 - a. Furnish and install all materials as required to access and complete the work, including but not limited to aggregate, geotextile fabric and temporary seed.
 - b. Excavate and grade as necessary to access and complete the work.
 - c. Maintain the work until final completion.
 - d. Remove and dispose of access ramp and appurtenances upon completion of work.
 - 2. Unit of measure: Lump Sum.

- B. Item No. 6 - Temporary Cofferdam:
 - 1. Includes the following in accordance with Division 31 Section "Erosion and Sedimentation Controls:"
 - a. Furnish and install all materials and systems to maintain a dry work area as necessary to complete the work.
 - b. Maintain the work until final completion.
 - c. Remove and dispose of cofferdam and appurtenances upon completion of work.
 - 2. Unit of measure: Lump Sum.

- C. Item No. 7 - Temporary Bypass:
 - 1. Includes the following in accordance with Division 31 Section "Erosion and Sedimentation Controls:"
 - a. Furnish and install all materials and systems to maintain flow through the drain channel during construction.
 - b. Maintain the work until final completion.
 - c. Remove and dispose of temporary bypass and appurtenances upon completion of work.

2. Unit of measure: Lump Sum.

D. Item No. 8 - Mulch Blanket:

1. Includes the following in accordance with Division 31 Section "Erosion and Sedimentation Controls" and Division 32 Section "Open Channel Seeding:"
 - a. Furnish and install mulch blanket.
 - b. Maintain mulch blanket until grass has grown.
2. Unit of Measure: Square yard.

1.5 DEMOLITION AND REMOVALS

A. Item No. 9 - Selective Clearing, Grubbing and Snagging:

1. Includes the following in accordance with Division 31 Section "Clearing and Grubbing:"
 - a. Remove all plants, including shrubs, brush, trees (less than 8-inches in diameter) as required to access and complete the work.
 - b. Remove all deadfall, log jams and other organic or inorganic debris within the drain channel.
 - c. Protect all vegetation not designated for removal.
 - d. Dispose of all items from clearing, grubbing and snagging operations.
2. Unit of Measure:
 - a. Linear Foot.
 - b. Measure along the centerline of the survey stationing indicated on the Drawings.

B. Item No. 10 - Remove Tree, 8 to 18-inch Diameter:

1. Includes the following in accordance with Division 31 Section "Clearing and Grubbing:"
 - a. Remove trees, including stumps and roots, to 2 feet below finished grade, dispose of stumps and roots.
 - b. Dispose of all tree material not specifically retained by property owner.
2. The size of trees shall be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4-1/2 feet above the base of the tree from the ground line. Trees having major limbs lower than 4-1/2 feet from the ground shall be measured at the smallest diameter below such limbs.
3. Remove only those trees as designated by the engineer.
4. Unit of Measure
 - a. Several trees originating from the same ground level trunk shall be measured separately.
 - b. Each.

C. Item No. 11 - Remove Tree, Greater than 18-inch Diameter:

1. Includes the following in accordance with Division 31 Section "Clearing and Grubbing:"
 - a. Remove trees, including stumps and roots, to 2 feet below finished grade, dispose of stumps and roots.
 - b. Dispose of all tree material not specifically retained by property owner.
2. The size of trees shall be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4-1/2 feet above the base of the tree from the ground line. Trees having major limbs lower than 4-1/2 feet from the ground shall be measured at the smallest diameter below such limbs.
3. Remove only those trees as designated by the engineer.
4. Unit of Measure
 - a. Several trees originating from the same ground level trunk shall be measured separately.
 - b. Each.

1.6 STORM SEWER SYSTEM

A. Item No. 12 - Channel Bank Pullback:

1. Includes the following in accordance with Division 31 Section "Open Channel Excavation:"
 - a. Excavate open channel, except in rock, to the lines and grades indicated on the Drawings.
 - b. Remove and dispose of excess spoil material offsite in accordance with all federal, state and local regulations.
 - c. Cleanup and maintenance of the work in the finished condition until final acceptance.
2. Unit of Measure:
 - a. Lineal feet.
 - b. Measured along the centerline of the survey stationing indicated on the Drawings.

- B. Item No. 13 - Gabion Basket Wall:
1. Includes the following in accordance with Division 31 Sections "Gabions:"
 - a. Remove existing timber retaining wall and dispose offsite in accordance with all federal, state and local regulations.
 - b. Furnish and install all materials as required to complete the work, including but not limited to wire mesh, stone fill, concrete cap and geotextile fabric.
 - c. Furnish and install all temporary sheeting, bracing and/or shoring as necessary to complete the work.
 - d. Excavate and grade as necessary to complete the work.
 - e. Cleanup and maintenance of the work in the finished condition until final acceptance.
 2. Unit of Measure:
 - a. Cubic yard.
 - b. Includes concrete cap.
- C. Item No. 14 - Riprap, Plain:
1. Includes the following in accordance with Division 31 Sections "Riprap" and "Erosion and Sedimentation Controls:"
 - a. Excavate and grade as necessary to complete the work.
 - b. Furnish and install geotextile fabric.
 - c. Furnish and install riprap.
 2. Unit of Measure:
 - a. Square yard.
 - b. Riprap will not be paid for above the plan quantities at a given location unless prior approval for additional riprap is given by Engineer.

1.7 LANDSCAPING

- A. Item No. 15 - Open Channel Seeding:
1. Includes the following in accordance with Division 32 Sections "Open Channel Seeding" and "Soil Bioengineering:"
 - a. Furnish, place, and grade topsoil.
 - b. Furnish and place native seed.
 - c. Furnish and place fertilizer.
 - d. Maintain until final completion.
 2. Unit of measure:
 - a. Square Yard
 - b. Open Channel Seeding will not be paid for above the plan quantities at a given location unless prior approval for additional seeding is given by Engineer.
- B. Item No. 16 - Live Stake:
1. Includes the following in accordance with Division 32 Section "Soil Bioengineering:"
 - a. Furnish and install all materials as required to complete the work.
 - b. Cleanup and maintenance of the work in the finished condition until final completion
 - c. Warranty of the work upon final completion.
 2. Unit of measure: Each.
- C. Item No. 17 - Plug:
1. Includes the following in accordance with Division 32 Section "Native Plantings:"
 - a. Furnish and install all materials as required to complete the work, including but not limited to planting soil, mulch, geotextile fabric and plugs.
 - b. Cleanup and maintenance of the work in the finished condition until final completion
 - c. Warranty of the work upon final completion.
 2. Unit of measure: Each.
- D. Item No. 18 - Tree:
1. Includes the following in accordance with Division 32 Section "Planting:"
 - a. Furnish and install all materials as required to complete the work, including but not limited to planting soil, mulch, tree wrap, staking / guying systems, and tree plantings.
 - b. Cleanup and maintenance of the work in the finished condition until final completion
 - c. Warranty of the work upon final completion.
 2. Unit of measure: Each.

- E. Item No. 19 - Site Restoration:
 - 1. Includes the following in accordance with Division 1 Section "Protection, Restoration and Notification" and Division 32 Sections "Open Channel Seeding" and "Planting:"
 - a. Restoration of all areas disturbed during construction that are not included as separate pay items.
 - b. Furnish, place, and grade topsoil.
 - c. Furnish and place seed, fertilizer and mulch.
 - d. Replace any and all items removed or damaged during construction that are not included as separate pay items, including but not limited to roads, driveways, lawns, fences, patios, decks, mailboxes, signage, plantings and landscaping.
 - e. Maintain until final completion.
 - 2. Unit of measure: Lump sum.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 22 00

SECTION 02 22 26 – PRECONSTRUCTION AUDIO-VISUAL DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the furnishing of all labor, materials and equipment necessary for a complete color audio-video record of the existing surface features for the entire project to accurately document the pre-construction conditions within the proposed construction's zone of influence.

1.3 SUBMITTALS

- A. Qualifications: Submit such information as requested by the Engineer to determine the ability to produce professional video in accordance with industry standards and these specifications.

1.4 QUALITY ASSURANCE

- A. Audio-video documentation shall be by a responsible commercial firm regularly engaged in color audio-video construction documentation.
- B. Owner reserves the right to reject any audio-video documentation not conforming to these Specifications. Such rejected documentation shall be redone at no additional cost to Owner.
- C. Information regarding Contractor's ability to perform the Work shall be submitted with the Bid proposal.

1.5 PRODUCT DELIVERY

- A. Deliver to Owner through Engineer premium quality DVD's or Video CD's with recorded documentation upon completion of the project or upon completion of segments, if requested.
- B. DVD's shall be compatible with playback on any Region I American TV standard DVD Player.

1.6 SEQUENCING AND SCHEDULING

- A. Attend a meeting with Engineer to outline the coverage expected for the project, prior to the start of the video documentation.

PART 2 - PRODUCTS

2.1 Delivered product shall include all digital audio-video discs, disc storage cases, disc index labels, and runsheet logs.

- A. Video to be mastered on high quality formats only:
 - 1. Hi-8.
 - 2. Super VHS.
 - 3. Beta.
 - 4. DVC.
 - 5. Video links to be Y/C (S-V) connections.
- B. High quality camcorders to be used:
 - 1. With 1/4-inch, 1/3-inch or 1/2-inch charged coupled device imaging systems.
 - 2. With optical stabilization; electronic stabilization is not acceptable.
 - 3. With 20x minimum optical magnification.
 - 4. Capable of producing NTSC 525 lines of resolution/60 fields/30 frames per second.
 - 5. Capable of 3-luxillumination minimum.

- C. Disc Index Labels:
1. All discs shall be labeled with appropriate project information and be able to be cross referenced with runsheets.
 2. Label information to include:
 - a. DVD/Video CD number.
 - b. Project title.
 - c. Location of project.
 - d. Month and year of coverage.
 - e. Set information, i.e., Engineer's set, Owner's set, Contractor's set.
 - f. Quick reference list of contents of a particular DVD.
- D. Runsheet Logs:
1. Provide a runsheet log that accurately catalogs the contents of each video.
 2. Runsheet logs to include:
 - a. Street name, easement or address.
 - b. Sheet number or numbers relative to the line entry of a particular area of coverage.
 - c. DVD/Video CD numbers.
 - d. Real time code indexing for each segment of the project indicating hours minutes and seconds to cross reference with playback equipment to locate specific points of interest on the project.
 - e. Direction of travel for each specific segment.
 - f. Viewing side for each specific segment.
 - g. Starting point for each specific segment.
 - h. Ending point for each specific segment.
 - i. Project information, i.e. project title, owner, date.
- E. Vehicles used while performing documentation to be plainly marked with company name and telephone number with caution signs, flags and strobes to affect a safe and hazard free operation.

PART 3 - EXECUTION

3.1 RECORDING

- A. General:
1. Coverage:
 - a. Exterior:
 - 1) Recordings shall include coverage of all surface features located within the zone of influence of the proposed construction.
 - 2) The zone of influence is defined as the area within the road right-of-way, area within permanent and temporary easements and adjacent areas which may be affected by routine construction operations.
 - 3) The surface features include, but are not limited to, all roadways, pavements, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, buildings, foundations, patios, landscaping, trees, shrubbery, and fences.
 - 4) Of particular concern shall be the existence or nonexistence of any faults, fractures, or defects. Dimensions of such defects shall be recorded.
 - 5) All recording shall be performed during times of good visibility.
 - 6) No recording shall take place when there is snow cover on the ground unless authorized by Engineer.
 - 7) The Engineer may designate areas to be omitted or added for audio-video documentation.
 - 8) Areas not accessible by conventional wheeled vehicles shall be accessed by walking or special conveyance.
 - b. Interior:
 - 1) Includes interior recordings of the following residences:
 - a) 1600 Willow Lane
 - b) 1610 Willow Lane
 - c) 1616 Willow Lane
 - d) 1038 Barton Drive
 - 2) Recordings shall include coverage of all surface features located within each home, including but not limited to walls, ceilings, flooring and foundations.
 - 3) Of particular concern shall be the existence or nonexistence of any faults, fractures, or other defects. Dimensions of such defects shall be recorded.

- 4) All recording shall be performed during times of good visibility. Contractor shall provide lighting for camera if necessary.
2. Time of Execution: Prior to placement of equipment and materials on the jobsite.
3. Coverage Continuity:
 - a. Accessible Areas: Coverage shall consist of a single, continuous, recording which begins at one end of a particular construction area and continues to the other end of that construction area.
 - b. Non Accessible Areas (Across Easements, Etc.): Coverage shall consist of an organized, interrelated sequence of recordings at various positions along the proposed construction area.
4. Video portion of the documentation shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection.
5. Audio Portion of the Documentation:
 - a. Shall reproduce the commentary of the camera operator with proper volume, clarity, free from distortion and background noise.
 - b. Assist in maintenance of viewer orientation and in identification, clarification, or objective description of the structures being shown in the video portion of the recording.
6. Video shall display through electronic means information germane to the current video display.
 - a. Display continuously information as follows:
 - 1) Time and date of recording.
 - 2) Location of recording, i.e., street name, easement or address.
 - b. When conventional wheeled vehicles are utilized, include engineering stationing to coincide with project plans, direction of travel and viewing side.
 - 1) The engineering stationing must be continuous and accurate and reflect the stationing within the field of view.
 - 2) The engineering stationing must coincide with stationing on project plans and utilize standard engineering symbols, i.e., 5+00.
 - 3) Global Positioning System satellites may be used with or in place of engineering stationing.
 - a) Differential Global Positioning System is to be used where available, with updates 1/second at 5 meter or less spherical accuracy.
 - b) Standard Global Positioning System accuracy is as dictated by the United States Department of Defense mandate.
 - c) Global Positioning System display will be at 1 meter longitude and 1 meter latitude increments, i.e., 414N529 08317W302.

B. Procedural Requirements for Coverage Rates:

1. The following table sets the maximum rate of travel for the following areas:

AREA	AVE RATE MAX
Traver Creek from Station 0+00 to Station 3+00, including the exterior of 1600 Willow Lane, 1610 Willow Lane, 1616 Willow Lane and 1038 Barton Drive	30 ft/min
Willow Lane (private drive) from intersection of Barton Drive to 1600 Willow Lane.	30 ft/min

2. Camera Positioning and Techniques:
 - a. Height and Stability: Camera to be mounted securely to produce steady viewing with lens not less than 8 feet above the ground of the area being viewed, or at a level to facilitate best perspective and line of site when using conventional wheeled vehicles.
 - b. Control: All movements shall be at a rate that allows recorded objects to be viewed clearly during video playback.
 - c. Viewer Orientation for Road Areas: Utilize overall establishing views and visual displays of all visible house and building addresses.
 - 1) Easement Areas: Highly visible yellow flags shall be used to clearly define proposed centerline of construction.
3. Private Property:
 - a. Contractor shall obtain permission of property owner before entering private property.
 - b. If Contractor is refused entry to private property, Contractor shall notify Engineer and wait until permission is obtained before entering the property.

END OF SECTION 02 22 26

PLOT INFO: U:\CADD\110050\REVISION\FIGURE A - REVISED EASEMENTS.DWG LAYOUT: LAYOUT1 DATE: 7/8/2011 TIME: 11:28:53 AM USER: DF2



fishc&h

engineers

scientists

architects

constructors

fishbeck, thompson,
carr & huber, inc.

Hard copy is
intended to be
11"x17" when
plotted. Scale(s)
indicated and
graphic quality may
not be accurate for
any other size.

WASHTENAW COUNTY
WATER RESOURCES COMMISSIONER
TRAVER CREEK STREAMBANK STABILIZATION
SRF PROJECT NO. 5472-01

PROJECT NO.

G110050

FIGURE NO.

A