Section 104. CONTROL OF THE WORK

104.01. Authority of Department. The Contractor must not construe approvals, reviews, or inspections by the Department or its officers, agents, and employees as a warranty or assumption of liability on the part of the Department. The Contractor understands and agrees that approvals, reviews, and inspections are for the sole and exclusive purposes of the Department, which is acting in a governmental capacity under the contract. Department approvals, reviews, and inspections do not relieve the Contractor of its contractual obligations. The Contractor understands that approvals, reviews, and inspections are undertaken for the sole use and information of the Department and will not act as a warranty as to the propriety of the Contractor’s performance.

A. General Authority of the Engineer. The Engineer will decide questions that arise concerning the interpretation of the contract, and its acceptable fulfillment. The Engineer will also decide questions regarding the quality and acceptability of materials provided, work performed, manner of performance, and rate of progress of the work.

If either party discovers any errors, uncertainties, inconsistencies, omissions, or conflicts in the contract, the Engineer will clarify and determine the true intent of the contract.

B. Authority of the Engineer to Suspend Work. The Engineer may suspend the work, or a portion of the work, for the following:

1. Failure by the Contractor to correct conditions that are unsafe for the worker or the general public,
2. Unsuitable weather,
3. Conditions considered unfavorable for the prosecution of the work, or
4. Any other condition or reason deemed to be in the interest of the public.

Upon written notice of a suspension, the Contractor must put the work in a satisfactory condition and protect the work, as directed by the Engineer. The suspended work will not adversely affect the safety or mobility of the public. The Contractor must not resume the suspended work until directed, in writing, by the Engineer.

C. Authority of the Engineer to Direct the Acceleration of the Work. The Engineer may order the Contractor to accelerate the work or portions of the work to avoid user delay costs or to complete the project early.

D. Authority and Duties of Inspectors. The Department may appoint Inspectors to inspect and test materials and work. These duties may
extend to all parts of the work and preparation or manufacture of materials for use in the work. The Department does not authorize an Inspector to revoke or change the contract. If a dispute arises between the Contractor and the Inspector regarding the materials provided or performance of the work, the Inspector may, by written notice to the Contractor, reject materials or suspend the work until the Engineer makes a determination regarding the dispute. The Department considers work performed contrary to the Inspector’s directions or work performed while suspended by the Inspector as unauthorized work. The Engineer may direct the Contractor to remove and replace unauthorized work at no additional cost to the Department in accordance with subsection 104.05. Actions or omissions of the Inspector will not relieve the Contractor of the responsibility of completing the work as required by the contract.

E. Authority to Inspect. The Contractor must provide the Department and its authorized representatives safe access to the work at all times. The Contractor must provide the Department and its authorized representatives with the information and assistance necessary for them to make complete and detailed inspections. The Department may also perform inspections at a mill, plant, laboratory, shop, or other locations outside of the project limits. The Contractor is not entitled to a time extension or compensation for reasonable delays, inconvenience, or any other cause attributed to the Department’s reasonable inspection of the work.

F. Authority to Inspect Scales. The Department may inspect or verify scale systems, private scale inspectors, and inspection agencies. The Contractor must immediately correct any failure to meet the requirements of this subsection.

The Contractor must ensure that scales are installed, maintained, and used in accordance with 1964 PA 283 Michigan Weights and Measures and the requirements of the NIST Handbook 44, Specifications, Tolerances and Other Requirements.

The Contractor is responsible for all costs incurred for the inspection of scale systems and no additional compensation will be allowed. The Contractor is not entitled to a time extension or compensation for reasonable delays, inconvenience, or any other cause attributed to the Department’s inspection of scale systems.

104.02. Plans and Working Drawings. The Department will provide plans showing details of the work required by the contract. If the plans omit dimensions necessary to complete the work, the Engineer will
provide the Contractor with the omitted dimensions upon request. The Contractor is responsible for all dimensions he scales from the plans.

The Contractor must submit for review all working drawings (including shop drawings) not furnished by the Department for all parts of the work as required by the contract.

At cofferdam locations where the combined depth of retained water and soil below the water table is less than 6 feet, the Contractor must submit working drawings for cofferdams that are not a part of the finished structure for review. The Contractor must ensure an engineer(s), competent in geotechnical and structural engineering, designs the cofferdam. The Contractor is responsible for the correctness of the working drawings and ensuring that the design complies with any permit requirements.

At cofferdam locations where the combined depth of retained water and soil below the water table is equal to or greater than 6 feet, the Contractor must submit working drawings and design calculations for cofferdams that are not part of the finished structure for review. The Contractor must ensure that a professional engineer, licensed in the State of Michigan, competent in geotechnical and structural engineering, designs and seals the working drawings and design calculations for the cofferdam. The Contractor is responsible for the correctness of the working drawings and design calculations, and ensuring the design complies with any permit requirements.

If the contract requires working drawings and design calculations for falsework and forms that are not part of the finished structure, the Contractor must submit these working drawings and design calculations to the Engineer for Department review. If the contract does not require these working drawings and design calculations, but the Engineer directs the Contractor to submit them, the Department will pay for these working drawings and design calculations as extra work in accordance with subsection 103.02.E. The Contractor must ensure that a professional engineer, licensed in the State of Michigan, seals the working drawings and design calculations submitted for falsework and forms. The Contractor is responsible for the correctness of the working drawings and design calculations, and ensuring the design complies with any permit requirements.

The Contractor must submit to the Engineer as many copies of the working drawings, and design calculations as needed for review and distribution. The Department will require a reasonable time for review and approval.
The Department’s review and approval does not relieve the Contractor of full responsibility for all negligence in the construction of the project resulting from the working drawings. The Department’s review and approval of the working drawings is not a warranty of the adequacy and correctness of the design.

The Contractor may arrange for the Department to deal directly with the fabricator or supplier to review the working drawings for the following or similar items:

A. Fabricated structural elements,
B. Mechanical equipment,
C. Electrical equipment and circuitry, and
D. Water mains.

On existing structures, the Contractor must check the dimensions and locations of the exposed features before starting construction to see that its relationship to the proposed work is as shown on the plans. The Contractor must notify the Engineer of differences between the actual dimensions and locations of the existing structures and those shown on the plans. The cost of verifying the dimensions and locations of existing structures is included in the contract unit price for Mobilization in accordance with section 150.

After completing the work, the Contractor must provide the Department with one complete set of working drawings on a medium approved by the Department. The Contractor must provide copies of catalogue cuts, parts lists, operating procedures, and instructions as deemed necessary for the project by the Engineer.

104.03. Deviations from the Plans. The Contractor must not deviate from the plans or from Department-approved working drawings and design calculations, unless the deviation is approved by the Engineer in writing.

If the Engineer approves deviations from the plans or Department-approved working drawings, the Contractor must submit to the Engineer revised plans, working drawings, and design calculations, sealed by a professional engineer, licensed in the State of Michigan, for review by the Department. The Contractor is responsible for the correctness of these revised plans, working drawings, and design calculations, and ensuring that the revised design complies with any permit requirements.

104.04. Conformity with the Contract. The Contractor must perform the work as required by the contract. The Engineer may reject work that does not meet the contract requirements. If the Engineer accepts work
that does not meet the contract requirements, the Engineer will
document the basis of acceptance by contract modification. The
Engineer will determine whether a reduction in the contract unit price or a
guaranty bond is appropriate, and will document its determination with a
signed contract modification.

The Contractor must remove and replace or correct rejected work as
directed by the Engineer, at no additional cost to the Department.

104.05. Removal of Unauthorized Work. If the Contractor performs
unauthorized work as defined in subsection 104.01.D, the Engineer may
reject the unauthorized work.

104.06. Coordination of Drawing Dimensions and Contract
Document. In case of a conflict in the contract documents, the following
establishes the order of precedence:

A. All proposal material except those listed in subsections 104.06.B
   through 104.06.F,
B. Special provisions,
C. Supplemental specifications,
D. Project plans and drawings,
E. Standard plans, and
F. Standard specifications.

Plan dimensions take precedence over calculated dimensions; calculated dimensions take precedence over scaled dimensions.

The Contractor must not take advantage of errors or omissions in the
contract. If any errors, uncertainties, inconsistencies, omissions, or
conflicts are discovered in the contract documents, the Engineer will
determine the true intent of the contract in accordance with subsection
104.01.A.

104.07. Contractor Obligations. The Contractor must obtain and
provide sufficient materials, equipment, tools, labor, and incidentals to
complete the project as required by the contract. The Contractor, its
suppliers, and its subcontractors must allow the Department access to,
relevant records, accounts, other project-related documentation, and to
their facilities as necessary for the Department to determine compliance
with the contract requirements.

Except for safety issues or as required by the contract, the Contractor
must not suspend work unless approved by the Engineer in writing. The
Contractor must notify the Engineer within 24 hours of suspending the
work.
A. **Project Supervisor.** The Contractor must provide a Project Supervisor to manage the work. Before beginning the work, the Contractor must submit to the Engineer the name of the Project Supervisor in writing. As the primary representative of the Contractor on the project, the Project Supervisor must be available at all times and must:

1. Keep a copy of relevant contract documents for the project at the project at all times;
2. Ensure each Subcontractor keeps a set of relevant contract documents covering their work at the project at all times;
3. Communicate in English;
4. Be capable of reading, interpreting, and implementing the relevant contract documents;
5. Communicate with subcontractors in a manner that ensures the Department’s directions are carried out;
6. Be familiar with, and competent in, the management of projects involving the type of work being performed;
7. Act as agent for the Contractor and be responsible for subcontractors;
8. Anticipate construction impacts to property owners and businesses, and work with these parties before the impacts occur to minimize conflict;
9. Handle delays or quality issues for the Contractor; and
10. Receive and implement the direction of the Engineer.

When the Contractor or its subcontractors are performing work, the Project Supervisor must be present at the project, unless otherwise approved by the Engineer. When the Contractor is not performing work, the Contractor must designate a representative to receive and execute directions from the Engineer at all times. The representative must be available at all times to receive and sign work orders.

B. **Safety and Health Requirements.** The Contractor is responsible for protecting the life and health of all personnel on the project; the safety and health of the public; and property during the construction of the project.

The Contractor must comply with all local, state, and federal laws and regulations governing construction methods and the furnishing and use of safeguards, safety devices, protective equipment, and environmental and hazardous materials controls.

The Contractor must provide the following prior to the commencement of construction:
1. **Safety Supervisor.** The Contractor must appoint a Safety Supervisor, and an alternate, with the authority and responsibility to administer the Construction Safety Program on the project. The Contractor must provide written notification to the Engineer, State Police, and local law enforcement agencies of the names, addresses, and telephone numbers of the Safety Supervisor and the alternate.

2. **Construction Safety Program.** The Contractor must submit a written “Construction Safety Program” that outlines the plan and procedures for preventing and mitigating accidents and fires on the project and meeting all health and safety requirements of the contract, including subsection 812.03. The Contractor must meet with the Engineer to discuss the “Construction Safety Program” and to develop mutual understandings to govern the administration and enforcement of the program.

3. **Emergency Control.** The Safety Supervisor or alternate must remain on-call for notification of emergencies that may arise during periods when construction operations are not in progress.

   The Safety Supervisor or alternate must periodically meet with the Engineer as the work progresses to review the contract and the “Construction Safety Program,” and to consider necessary changes to the program for traffic protection and accident prevention.

   If the Safety Supervisor or the alternate is not available to take protective or corrective action, the Department will authorize others to do the protective or corrective action. The Department considers the cost associated with protective or corrective action, required for traffic protection and accident prevention, and completed by others at the Department's direction to be the responsibility of the Contractor.

C. **Maintenance During Construction.**

1. **Routine Maintenance by the Department.** Except as specified in subsection 104.07.C.2 the Department will assume routine maintenance of roads, bridges or other facilities open to traffic or in use by the public during periods of approved seasonal suspensions. The Department defines routine maintenance as the repair of damage to roads, bridges or other facilities from normal wear and tear due to traffic and weather. Routine maintenance does not include damage resulting from the Contractor's vehicles or equipment. The Department will perform snow plowing and ice control work on roads and facilities open to traffic.
The Contractor is not entitled to compensation for delays, inconvenience, or any other cause attributed to the Department's performance of routine maintenance.

2. **Routine Maintenance by the Contractor.** If the Contractor maintains through traffic on the project, the Contractor must perform necessary routine maintenance on that portion of the roadbed surface on which construction operations have begun. The Contractor must perform routine maintenance outside the area of construction operations, but within project limits only if directed to do so by the Engineer in writing. The Department will pay the Contractor for the routine maintenance directed by the Engineer as extra work in accordance with subsection 103.02.E.

The Contractor must perform routine maintenance on Contractor-constructed temporary facilities not open to traffic or in use by the public (including during periods of approved seasonal suspensions) at no additional cost to the Department, unless otherwise required by the contract. The Contractor must provide access for local traffic to property along the project even during seasonal suspension at no additional cost to the Department unless otherwise provided for in the contract.

3. **Damage Repair by the Contractor.** Except as specified in subsection 107.11, the Contractor must repair damage to highway facilities caused by defective materials, faulty workmanship, Contractor operations, and work not protected properly from naturally occurring events at no additional cost to the Department. This includes protection of traffic controls, removal of spilled materials from the roadbed or drainage courses, and repair of damaged facilities necessary for public travel and safety.

The Contractor must provide, install, and operate traffic control devices required to warn traffic of and protect traffic from Contractor-damaged facilities and repair operations at no additional cost to the Department. If the Department determines that the Contractor is not available to take protective or corrective actions, the Department will authorize others to complete the protective or corrective actions. The cost associated with protective or corrective action, required due to Contractor-damaged facilities and repair operations, and completed by others at the Department’s direction will be the responsibility of the Contractor.

D. **Final Clean Up.** Unless otherwise required by the contract, the cost of final clean up is included in the contact unit price for other pay items.
104.07

Before final acceptance, the Contractor must complete all of the following:

1. Remove the following from the project limits, unless otherwise required by the contract or directed by the Engineer:
   a. Falsework;
   b. Unused materials;
   c. Temporary erosion control devices;
   d. Rubbish;
   e. Temporary bridges, approaches, and buildings;
   f. Equipment; and
   g. Temporary traffic control devices.

2. Restore areas occupied during the project to a condition at least equal to the condition existing before the Contractor began performing work, as determined by the Engineer.

3. Replace or repair damaged fences.

4. Restore property that was used or damaged during the performance of the work, including property outside of the project limits.

5. Provide the Department with written certification that all property that was used or damaged during performance of the work, including property outside of the project limits, has been restored in accordance with applicable local, state and federal requirements.

6. Clean paved roadbeds within 5 working days before opening the pavement surface to traffic taking precautions so as not to produce airborne dust when cleaning roadbeds in residential and urban areas.

104.08. Cooperation by the Contractor. The Contractor must conduct operations so as to cooperate with and interfere as little as possible with activities of other contractors, the Department, utilities, or public authorities on or near the project, and as directed by the Engineer. The Department may perform other work and allow public utility companies and others to do work on or near the project. The Contractor is not entitled to compensation or time extension for delays or costs incurred as a result of complying with this requirement, except as allowed in either subsection 108.08 or subsection 109.05.

If a dispute arises between two or more Contractors or others as to the respective rights of each under these specifications, the Engineer will determine the matters at issue and will define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results. The Engineer’s decision will be final and binding on all parties concerned. The Contractor, or any other party, is not entitled to a time extension or compensation for delays, inconvenience, or any other cause attributed to
the Engineer’s decision, except as allowed in either subsection 108.08 or subsection 109.05.

104.09. Lines, Grades, and Elevations. The Contractor must provide, place, protect, and maintain staking necessary for proper prosecution, inspection, and final measurements of the work required by the contract. The Contractor must determine and lay out detail dimensions and elevations. The Engineer may check to ensure the Contractor's work meets the contract requirements in accordance with subsection 104.01.

A. Engineer Staking. Before construction, the Engineer will establish the original horizontal and vertical control points, if necessary. The Engineer will perform the following staking:

1. On road projects, the Engineer will set stakes on construction centerline or an offset line every 1,000 feet on tangent and at points of curvature, tangent deflections, and spiral control. The Engineer will loop and set benchmarks shown on the plans and temporary benchmarks as necessary to establish points every 1,000 feet along the project.

2. On bridge projects, the Engineer will provide a staked layout or a base line so the structure can be staked radially. Before staking the layout, the Engineer will discuss the staking method used with the Contractor. The staked layout will include witnesses and two benchmarks. The Engineer will provide a staked layout diagram showing witnesses, angles, and coordinates.

3. If required for the installation of right-of-way fence or to delineate right-of-way, the Engineer will set a right-of-way stake at no greater than 100 foot intervals along the right-of-way line and at all corners marking a change in width or direction.

The Engineer may eliminate points of intersection of curves and spirals if they fall outside of the project limits. The Engineer will provide a list of applicable coordinates for control points and benchmarks.

B. Contractor Staking. The Contractor must complete contractor staking in accordance with section 824 and the following:

1. Supply stakes, survey equipment, personnel, and other devices to check, mark, preserve, and maintain points, lines, and grades;

2. Set and mark stakes in a manner that will allow the Department to inspect the work;

3. Perform the work in such a manner as to allow the proper verification of all related work and pay items by the Engineer; and
4. Perform staking in such a manner as to allow the Engineer to exercise its authority in accordance with subsection 104.01.

Two work days before moving benchmarks or control points, the Contractor must notify and provide the Engineer with a list of points to be moved, including calculations and descriptions of the new locations.

104.10. Claim for Extra Compensation or Time Extension. The Contractor must sign and submit a claim for extra compensation or time extension to the Department, whether on behalf of the contractor or any tier subcontractor. If the Contractor fails to submit a claim in accordance with the Department’s written claim procedure in effect at the time the Contractor files the claim and this subsection, the Contractor waives its rights to compensation or a time extension for the claim. This waiver applies whether or not, as a result of the Contractor’s failure to comply with these requirements, the Department’s rights were prejudiced. The Contractor and Department will use the following procedure for claims:

A. Notice of Claim. The Contractor must sign all notices of intent to file a claim and ensure the written notice includes a concise description of the claim and identifies the contract requirement in dispute. If seeking extra compensation for any reason not specifically covered elsewhere in the contract, the Contractor must notify the Engineer in writing in accordance with following time requirements:

1. Before beginning the work or upon encountering the circumstance that is the basis of the claim.
2. Within 3 calendar days after the beginning of a delay, for which the Contractor intends to seek compensation.

If the Contractor fails to provide written notice, the Contractor waives all rights to a claim for compensation or a time extension except if the Department prepared records that substantiate the claims with regard to liability and amount, and claims are for extra costs that were unforeseeable. If the Contractor fails to provide proper written notice for extra compensation or if the Contractor fails to allow the Engineer to record accounts of actual costs, the Department’s claims process decision regarding extra compensation will be considered final and binding.

The Department will not consider the Contractor’s refusal to sign a written contract modification or work order, or the Contractor’s signing of a contract modification or work order under protest, as the required written notice.

B. Keeping Records. If submitting a written notice of intent to file a claim, the Contractor must:
1. Keep accurate records of the costs of the work or delay;
2. Allow the Engineer every facility for keeping records regarding the costs of the work or delay related to the claim; and
3. Compare records with the Engineer and bring them into agreement at the end of each day.

C. **Validity of Claim.** The notice of intent to file a claim or the Engineer’s cost record keeping does not establish the validity of a claim.

D. **Timing for Filing of Claim.** The Contractor must file a claim with the Engineer within the following timeframes, whichever occurs first:
   1. No later than 60 calendar days after the work involved in the claim is completed, or the delay, loss of efficiency, loss of productivity, or similar event is terminated; or
   2. No later than 60 calendar days after the final acceptance of all contract work.

The Department may grant extensions of the above time requirements in accordance with the Department’s current claim procedure.

E. **Claim Content and Certification.** The Contractor’s claim must include a completed Form 1953 *Claim Content and Certification* that contains the following information, as applicable:
   1. A detailed factual statement of the claim providing necessary dates, locations, and items of work related to and included in the claim.
   2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
   3. Identification of documents substantiating the Contractor’s claim.
   4. Identification of the provisions of the contract that support the claim and a statement of the reasons these provisions support the claim.
   5. A detailed compilation and a breakdown of the amount of additional compensation sought as follows:
      a. Documented additional labor costs;
      b. Documented additional material costs;
      c. List of additional equipment costs, including each piece of equipment and the rental rate claimed for each; and
      d. Other additional direct costs or damages, and associated supporting documentation.
   6. For a claim related to an extension of time, a detailed compilation of the specific dates and the exact number of calendar days sought for the time extension, the basis for entitlement to time for each day, all documentation of the delay, and all impacts of the delay to the progress schedule and critical path.
Subcontractors must document and certify their claim(s) as described in subsection 104.10.E. If the Contractor has a claim item related to a subcontractor’s claim, the Contractor must document and certify their claim as described in subsection 104.10.E.

F. Consistency of Claim and Exhaustion of Administrative Remedies. If the Contractor’s claim in any administrative proceeding or in the Court of Claims seeks relief greater than the amount sought at a prior level, or if the claim is based on facts or issues that differ from those presented at a prior level, the Contractor has failed to exhaust its administrative remedies. If the Contractor fails to exhaust its administrative remedies, the claim must be returned by the Department to the preceding level for a new review and decision. The Department in its sole discretion will determine whether the Contractor has exhausted its administrative remedy at any level. The Department’s decision is final and binding, and not subject to further review or consideration. Nothing in this paragraph precludes the Contractor from withdrawing any portion of its claim or reducing the amount sought at any time.

The Contractor’s written acceptance of an administrative proceeding panel’s decision on claim item(s) constitutes a settlement of the claim item(s) and bars the Contractor from pursuing further legal remedies against the Department on the settled claim item(s).

104.11. Work Zone Safety and Mobility.

A. General Traffic Control. The Contractor must not close roads, bridges, or sections of roads and bridges to traffic unless otherwise required by the contract or directed by the Engineer. The Contractor must provide, install, and maintain temporary traffic control devices in accordance with section 812 or as required by the contract.

B. Contractor Operations. The Contractor must develop and provide a work zone traffic control plan for the project in accordance with the Work Zone Safety and Mobility Manual. The work zone traffic control plan must outline the Contractor’s haul routes, work zone access points, and the maintenance of the temporary traffic-control devices. The Contractor must ensure the work zone traffic control plan minimizes conflicts between construction vehicles and motorists, and maintains overall safety and mobility within the work zone.

1. Limitations for Construction Equipment On or Crossing Pavements and Structures. The Engineer will consider allowing the Contractor to use construction equipment on pavements and structures within project limits after the Contractor performs the following:
a. Saws transverse expansion joints and places temporary or permanent seals;
b. Makes relief cuts for transverse contraction and longitudinal joints;
c. Places applicable temporary or permanent seals in transverse contraction joints that have been sawed full width;
d. Completes the transverse post tensioning of a bridge span; and
e. Ensures the concrete has gained sufficient strength for the placement of the intended load.

The Department will not allow construction equipment traveling on pavements to have tire loads greater than 850 pounds per inch of nominal tire width.

The Contractor must not use equipment that will damage the surface without protective devices, such as planks or timbers. The Contractor cannot use an earth cushion on a bridge structure.

Permission to use construction equipment on pavements and structures will neither constitute a waiver of applicable provisions of subsection 107.11 nor waive the Contractor’s legal responsibility to observe weight restrictions on highway sections that the Department has approved for traffic in accordance with subsection 107.21.

The Department defines overweight loads as loads with maximum gross axle loadings greater than the limits specified in 1949 PA 300 Michigan Vehicle Code. The Department defines legal load limits, as the term is used in this section, as loads carried by vehicles with axle loading as specified in 1949 PA 300.

The Contractor must determine concrete strength as specified for applicable work progress specimens in Division 6 or Division 7.

2. **Construction Equipment Crossing Structures Which Have Not Attained 100 Percent of Class Design Strength.** The Engineer will consider requests to cross concrete bridges, grade separations, and box and slab culverts based on the gross vehicle load and the concrete strength as specified in Table 104-1. The Contractor must ensure the maximum axle loading is no greater than the loadings permitted under 1949 PA 300 for the axle spacing indicated therein.
3. **Construction Equipment Crossing Structures Which Have Attained 100 Percent of Class Design Strength.** If the Contractor requests permission to cross structures within the project limits with vehicles that weigh more than the legal load limit, the Engineer will make a design analysis of the structure and the proposed loading based on established criteria. If the Engineer approves, the Contractor must cross structures with vehicles that weigh more than the legal load limit as follows:

a. **General Requirements.** The Contractor must grade and maintain structure approaches flush with the bridge deck at least 50 feet from each end of the structure.

The Contractor must place a temporary concrete or structural timber header on the pavement seat at each end of the structure. The Contractor must use a ¼-inch wood divider, two thicknesses of heavy building paper, or 6 mil polyethylene to separate a temporary concrete header from the pavement seat. The Contractor must remove and dispose of the temporary header and divider board at the time of paving.

The Contractor must ensure equipment comes to a complete stop before crossing a structure. The Contractor must only allow one loaded vehicle on the structure at one time. The Contractor must ensure equipment does not travel on the structure at speeds greater than 5 miles per hour, unless otherwise required by the contract.

b. **Specific Requirements.** If allowing crossings, the Department will state the following specific conditions in the authorization:

i. Material to be used to cover and protect joints from infiltration and damage;
ii. Axle weights loaded and unloaded;
iii. Spacing of axles;
iv. Spacing of wheels on each axle;
v. Tire size; and

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<table>
<thead>
<tr>
<th>Minimum Class Design Compressive Strength, %</th>
<th>Maximum Total Gross Vehicle Weight or Maximum Allowable Number of Axles (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>30,000 lbs</td>
</tr>
<tr>
<td>67</td>
<td>37,500 lbs</td>
</tr>
<tr>
<td>75</td>
<td>5 axles</td>
</tr>
<tr>
<td>80</td>
<td>No limit on axle number</td>
</tr>
</tbody>
</table>

a. The Department will evaluate crawler-mounted equipment on an individual basis.
vi. Estimated number of vehicle crossings to be made.

c. **Damage to the Structure.** The Contractor must inspect the structure for damage with the Engineer before and after hauling. The Contractor must repair damage to the structure, including joints, resulting from hauling operations at no additional cost to the Department.

d. **Violation of Requirements.** If the Contractor violates any of these requirements or any conditions specified by the Department, the Engineer will immediately revoke the authorized permission. The Contractor must not consider the authorization to haul across a structure or the withdrawal of authorization to haul across a structure as the basis for compensation or for a revision to the contract unit price for any item or entitlement to a time extension.

4. **Overloads Not Exceeding Legal Limits by 50 Percent on or Crossing Pavements.** The Department will consider loads on concrete pavements, other than temporary concrete pavements, that do not exceed legal limits by 50 percent in accordance with Table 104-2.

<table>
<thead>
<tr>
<th>Flexural Strength all Mixes, psi</th>
<th>Maximum Load Type Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>450</td>
<td>Slip-form pavers and finishing equipment</td>
</tr>
<tr>
<td>550</td>
<td>Load within legal limits</td>
</tr>
<tr>
<td>600</td>
<td>Loads up to 25 percent over legal limits (for batch-hauling and shoulder operations only)</td>
</tr>
<tr>
<td>650</td>
<td>Occasional loads up to 50 percent over legal limits (to complete construction activities)</td>
</tr>
</tbody>
</table>

The Engineer may allow occasional loads that exceed the legal limit by not more than 50 percent on hot mix asphalt pavements after rolling is complete and the mat has cooled to ambient temperatures. The Contractor must protect pavement, including edges, to prevent damage to the pavement. If the Contractor’s hauling operations cause damage, the Contractor must repair the damage at no additional cost to the Department.

5. **Overloads Exceeding Legal Limits by 50 Percent On or Crossing Pavements.** The Engineer may allow loads that exceed the legal load limit by 50 percent or more to cross existing portland
cement concrete pavements at designated locations under the following conditions:

a. The Contractor places transverse joint saw cuts in the pavement and uses painted lines to define the crossing area (approximately 50 feet wide);
b. The Contractor maintains traffic on the pavement during hauling and reconstruction, as approved by the Engineer; and
c. After completing hauling with overloads, the Contractor must remove the pavement between the two saw cuts and replace the pavement with new pavement of the same type and design as the original pavement.

If traveling across existing or new hot mix asphalt pavements with loads that exceed the legal load limit by 50 percent or more, the Contractor must remove and replace the crossing area to the required surface tolerances, as directed by the Engineer.

If the Contractor crosses existing pavements while hauling material from sources other than Department-designated sources, the Contractor must perform repair and restoration work as consideration for permission to haul with overloaded wheels or axles at no additional cost to the Department.

If the Contractor crosses existing pavements while hauling material from a Department-designated borrow area, the Department will pay for the removal and replacement of pavement, if directed by the Engineer, at the contract unit price for required items of work.

104.12 Approval for the Use of the Right-of-Way. The Contractor may use Department-owned right-of-way to perform the work if approved in writing by the Engineer. The Department may designate portions of the right-of-way or other Department property for possible use in the contract. The proposed right-of-way use must be directly related to the operations of the project under contract. Additional restrictions regarding the use of right-of-way may exist in other sections of the contract.

To use Department right-of-way, the Contractor must submit to the Engineer a written request including a “Right-of-Way Use Plan.” The Contractor must include the following in the plan:

A. Site location and layout,
B. General intended use,
C. Site access plan,
D. Identification of materials and method of storage as applicable,
E. Soil erosion and sedimentation control plan,
F. Site restoration requirements,
G. Drainage and environmental protection plan,
H. Acquisition of necessary permits, and
I. Commitment to follow all local laws and ordinances.

The Engineer may direct the Contractor to include additional information in the plan.

The Department will review the written request and provide a written response to the request indicating approval, approval with conditions or modifications, or denial with reason.