



# Antrim County Road Commission

JEROME DOBRZELEWSKI, Elmira  
FRED HUNT, Jr., Bellaire  
GLENN PARADIS, Kewadin  
BURT R. THOMPSON, P.E., Engineer-Manager  
DALE E. FARRIER, Office Manager

May 2, 2013

## ADDENDUM NO. 1 to the April 25, 2013

### REQUEST FOR BIDS - HOT MIX ASPHALT PAVING

Sealed bids will be received until 1:00 PM, Tuesday, May 14, 2013, at which time they will be publicly opened and read. Bids shall be received at the office of the Antrim County Road Commission, PO Box 308, 319 E. Lincoln St, Mancelona, Michigan 49659-0308. Bids will be tabulated and a recommendation will be made to the Board of County Road Commissioners at their next regular meeting.

The Antrim County Road Commission (ACRC) requests bids for the following:

#### Part A:

**S. Dennis Road:** In Banks Twp, beginning at Essex Rd thence south approximately 2,100 feet. Pave over gravel base 30 feet wide @ 220 lbs/syd with raised edges as needed.

**Estimated total quantity: 823 tons**

**Best Road:** In Banks Twp, patch and area 50 feet long by 29 feet wide @ 220 lbs/syd with raised edges.

**Estimated total quantity: 18 tons**

#### Part B:

**Snowridge Trail:** In Star Twp, beginning at Alpine Valley Dr thence northerly to Mills Dr, approximately 4,950 feet. Pave over existing pavement 21 feet wide @ 220 lbs/syd.

**Estimated total quantity: 1271 tons**

#### Part C:

**Quarterline Road:** In Milton Twp, beginning at Cairn Hwy thence north to US 31, approximately 12,300 feet. Wedge from quarter crown to edge of existing pavement with areas of full width wedging (estimated wedging tons = 940) and then overlay entire width 22 feet wide @ 165 lbs/syd (estimated overlay tons = 2481).

**Estimated total quantity: 3421 tons**

#### Part D:

**Scofield Road:** In Echo Twp, beginning approximately 2,600 feet east of Dingman School Road thence south and east approximately 4,090 feet. Pave over existing pavement 21 feet wide @ 220 lbs/syd.

**Estimated total quantity: 1050 tons**

**A single per ton bid price is requested for each part. Each part will be awarded separately. All parts are contingent upon Township commitment and it is possible not all parts will be completed.**

**Estimated quantities:**

**Part A = 841Tons**  
**Part B = 1271 Tons**  
**Part C = 3421 Tons**  
**Part D = 1050 Tons**

All mix shall be 4E1, PG 58 -28 liquid asphalt that complies with the enclosed Antrim County Road Commission Special Provision for Acceptance of HMA Mixture.

Preparation of the gravel surfaces, where pertinent, (shaping and compacting) shall be done by the road commission. The contractor shall coordinate the paving work with the road commission. Paving on the projects shall be completed by September 30, 2013 unless otherwise agreed to by the contractor and road commission. Traffic control shall be done in accordance with the current Michigan Manual of Uniform Traffic Control Devices and is to be provided by the contractor and is included in the price for the bituminous paving. Paved runoffs shall be placed as directed by the road commission.

Bid price shall include mixing, hauling, placing and compacting the mix in accordance with the current MDOT Standard Specifications for Construction and the Antrim County Road Commission Special Provision for Acceptance of HMA Mixture. Bid price shall also include traffic control in accordance with the current Michigan Manual of Uniform Traffic Control Devices.

The successful bidder shall enter into a contract with and provided by the road commission, a copy of which is enclosed for informational purposes only.

Label bid "**HMA PAVING BID**" plainly on the outside of a sealed envelope.

Burt R. Thompson, P.E.  
Engineer-Manager

encl: 1) Special Provision for Acceptance of HMA Mixture 4-24-13  
2) Antrim County Road Commission / Contractor sample contract

**Antrim County Road Commission  
2013 Hot Mix Asphalt Paving Bid**

Revised page 5/2/2013

**Part A:**                                **841** tons @ \$ \_\_\_\_\_ per ton  
**Part B:**                                **1271** tons @ \$ \_\_\_\_\_ per ton  
**Part C:**                                **3421** tons @ \$ \_\_\_\_\_ per ton  
**Part D:**                                **1050** tons @ \$ \_\_\_\_\_ per ton

**ACKNOWLEDGMENT**

I acknowledge that I have thoroughly read all the pages of this document, including the enclosed special provisions and that if the bid, work will be done in full accordance with same.

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City, State and zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Cell phone

\_\_\_\_\_  
Email

ANTRIM COUNTY ROAD COMMISSION

SPECIAL PROVISION  
FOR  
**ACCEPTANCE OF HMA MIXTURE**  
(non Federal)

ACRC: BRT

04/24/13

**Description.**

This special provision provides acceptance-testing requirements for use on this project. The HMA mixture and mixture quality assurance and acceptance shall conform to section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except where modified herein. The MDOT HMA Production Manual, current edition, applies to this work.

**Submittals.**

Submit a mix design previously approved by MDOT (or equivalent independent verification approved by the Engineer) from within 1 year of the project start date, for the Engineer's review and approval. The Contractor shall not place any HMA without an approved mix design by the Engineer.

**Materials.**

Aggregates, mineral filler (if required), and asphalt binder shall be combined as necessary to produce a mixture proportioned within the master gradation limits called for in the project and meeting the uniformity tolerances listed in Table 1 and the quality assurance testing tolerances in Table 2 of this special provision. The master gradation range is to be used for establishing mix design only. Topsoil, clay, or loam shall not be added to aggregates which are to be used in plant mixed HMA mixtures.

**Asphalt Binder.**

Liquid asphalt binder shall be a Performance Graded (PG) binder as specified in the bid requests and/or approved by the road commission.

**Air Voids.**

Design air voids will be 4.0% and shall be regressed to 3.0% in production by the addition of virgin liquid asphalt.

**Recycled Asphalt Pavement (RAP).**

The method for determining the binder grade in HMA mixtures incorporating RAP is divided into two categories designated Tier 1 and Tier 2. Each tier has a range of percentages that represent the contribution of the RAP binder toward the total binder, by weight.

**Tier 1 - (0% to 17% RAP binder by weight of the total binder in the mixture).** No binder grade adjustment is required to compensate for the stiffness of the asphalt binder in RAP.

**Tier 2 - (18% to 27% RAP binder by weight of the total binder in the mixture).** The required asphalt binder grade must be at least one grade lower for the low temperature than the design binder grade required for the specified project mixture type. For example, if the design binder grade for the mixture type is PG 58 -28, the required grade for the binder in the HMA mixture containing RAP would be a PG 58 -34.

**Recycled Asphalt Shingles (RAS).**

Binder from RAS is allowed using the same limits as described for RAP. A combination of RAP and RAS is allowed, but the combined total of binder will be counted as one and the limits in the two Tier categories will apply to this combined total.

**Construction.**

After the job-mix-formula is established, the aggregate gradation and the binder content of the HMA mixture furnished for the work shall be maintained within the Range 1 uniformity tolerance limits permitted for the job-mix-formula specified in Table 1. However, if deviations are predominantly either below or above the job-mix-formula, the Engineer may order alterations in the plant to bring the mixture to the job-mix-formula. If two consecutive aggregate gradations on one sieve, or binder contents as determined by the field tests, are outside Range 1 but within Range 2 tolerance limits, the Contractor shall suspend all operations. Contract time will continue during these times when the plant is down. Before resuming any production, the Contractor shall propose, for the Engineer's approval, all necessary alterations to the materials or plant so that the job-mix-formula can be maintained. The Engineer, after evaluating for effects on AWI and mix design properties, will approve or disapprove such alterations.

At no time shall the asphalt binder content fall below 5.0% regardless of the tolerance listed.

Random liquid asphalt binder samples will be taken by the Engineer. The Engineer reserves the right to test any or all samples taken.

The crushed particle content of the aggregate used in the HMA mixture shall not be more than 10 percentage points above or below the crushed particle content used in the job-mix-formula nor less than the minimum specified for the aggregate in the project documents.

The Engineer will perform quality assurance sampling and testing, using the sampling and testing option selected by the Engineer. Mixture QA testing will be performed at the Contractor's facility, using the Contractor's equipment, at no additional cost to the Owner. Quality control measures to ensure job control are the responsibility of the Contractor. Quality assurance and acceptance testing will be as follows:

**1. Sampling**

Acceptance sampling and testing will be performed by the Engineer using the sampling method and testing option selected by the Engineer. Each day of production, random samples will be obtained for each mix type. Acceptance testing will be performed at a frequency specified by the Engineer.

**2. Mixture Testing**

Mixture samples will be tested to verify gradation, binder content and volumetric properties.

**3. Density**

Pavement density may be measured by the Engineer, with a Nuclear Density Gauge or by 6 inch core sampling. The Gmm from the JMF will be used for the density control target. The in place density of the HMA mixture shall be at least 92.0% of the density control target. In place density will be calculated by averaging a minimum of four QA density test locations.

**Table 1: Uniformity Tolerance Limits for HMA Mixtures**

<b>Parameter</b>	<b>TOP &amp; LEVELING COURSE</b>	
	<b>* Range 1</b>	<b>Range 2</b>
% Passing # 8 and Larger Sieves	± 5.0	± 8.0
% Passing # 30 Sieve	± 4.0	± 6.0
% Passing # 200 Sieve	± 1.0	± 2.0
*This range allows for normal mixture and testing variations. The mixture shall be proportioned to test as closely as possible to the Job-Mix-Formula.		

**Table 2: HMA Quality Assurance Testing Tolerances (±) from the JMF**

<b>Parameter</b>	<b>Double Test per Lot (c)</b>	<b>Lot Average</b>
Air Voids	1.00%	0.60%
Voids in Mineral Aggregate VMA (a)	1.20%	0.75% (b)
Maximum Specific Gravity (G <sub>mm</sub> ) (a)	0.019	0.012
Binder Content (a) (d)	0.50%	0.35%
a. Parameters with target values b. Or less, determined by VMA value in contract documents c. “Double Tests per Lot” refers to any two subplot tests in any one lot d. Binder content shall not fall below 5.0% at any time regardless of the tolerance listed		

**Rejected Mixtures.**

**1. Gradation**

If for any one mixture, two consecutive aggregate gradations on one sieve as determined by field tests exceed the uniformity tolerance of Range 2 under Table 1, or do not meet the minimum requirements for crushed particle content specified in the project documents, the mixture will be rejected. If such mixtures are placed in a pavement, the remaining portions of the failing field samples (split sample) will be sent to an independent laboratory to confirm the field test results. If the laboratory’s results do not confirm the field test results and there are no price adjustments required due to test failures on the asphalt binder, then no price adjustments will be made for the mixture involved. If the laboratory’s results confirm the field test results and if, in the Engineer’s judgment, the defective mixture can remain in place and there are no price adjustments required due to test failures on the asphalt binder, the contract unit price for the defective mixture involved, as determined from field tests, will be decreased on the following basis:

The contract unit price for material outside of Range 2 or with a crushed particle content below that specified in the project documents will be decreased 25 percent.

If three consecutive aggregate gradations on one sieve, or asphalt binder contents as

determined by field tests are outside Range 1 but within Range 2 tolerance limits, the mixture produced from the time the third sample was taken until the gradation, or asphalt binder content is corrected back into Range 1 will be decreased in contract unit price by 10 percent. Field tests indicating that mixtures are subject to the 10 percent penalty will be confirmed in the same manner as mixtures subject to the 25 percent penalty as described herein.

If a liquid asphalt binder sample does not meet the required specification, the mix produced from the point of the last liquid asphalt binder sample meeting specification to the failed sample shall be considered defective and shall be replaced at the sole expense of the contractor. This may also result in the termination of the contract and/or the right to bid on any future work.

## **2. Volumetric Properties**

Acceptability tolerance for Air Void, VMA Gmm and Binder Content are shown in Table 2. Material produced outside of Table 2 tolerance limits will be rejected.

## **3. Pavement Density**

A negative 10% adjustment in the HMA mixture unit contract price will be imposed on the lot or subplot if either the lot pavement density (average of all lot gauge readings or core results) is less than 92%, but equal to or greater than 91%; or if 2 or more readings or cores in any given subplot are less than 91%.

A negative 25% adjustment in the HMA mixture unit contract price will be imposed on the lot or subplot if either the lot pavement density (average of all lot gauge readings or core results) is less than 91%, but equal to or greater than 90%; or if 2 or more readings or cores in any given subplot are less than 90%.

If any subplot has an average density of less than 90%, the Contractor shall remove and replace the entire subplot at no cost to the owner.

## AGREEMENT FOR SERVICES

THIS AGREEMENT shall be deemed effective on \_\_\_\_\_, between the Antrim County Road Commission, a Michigan municipal corporation, whose address is 319 E. Lincoln St., P.O. Box 308, Mancelona, Michigan 49659 (Road Commission) and \_\_\_\_\_, whose address is \_\_\_\_\_ (Contractor).

### Recitals

- A. The Road Commission desires to engage the services of Contractor to perform construction services in compliance with the proposal submitted by Contractor, dated \_\_\_\_\_ and attached hereto as Exhibit A. (Project)
- B. Contractor has the time, skills, and desire to complete the Project under the terms and conditions of this Agreement.
- C. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

### Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The Road Commission hereby engages Contractor to perform construction services in compliance with the proposal submitted by Contractor, dated \_\_\_\_\_ and attached hereto and incorporated herein by reference as Exhibit A. (Project)
- 2. **Duties.** Contractor shall perform the construction services necessary to complete the Project in a workmanlike manner. The work to be performed under this Agreement shall begin no later than \_\_\_\_\_, and shall be fully completed by no later than \_\_\_\_\_.
- 3. **Acceptance of Work.** Upon completion of the work to be performed under this Agreement, the Road Commission shall inspect the work and shall accept the work in writing when the Road Commission is satisfied the Project was performed as required under this Agreement.
- 4. **Warranty of Workmanship.** Contractor hereby warrants to the Road Commission that the work to be performed under this Agreement shall be free of defects in labor and materials for a period of one (1) year from the date the Road Commission accepts the work under paragraph 3 above. If a defect in labor or materials arises in connection with the work performed under this Agreement, the Road Commission shall notify Contractor of the defect in writing. Contractor shall then at its sole expense correct or repair the defect in a timely manner.



5. Manufacturers' Warranties. Upon completion of the work performed under this Agreement, Contractor shall transfer any manufacturers' warranties covering the material installed to the Road Commission.
6. Payment. The Road Commission shall pay Contractor following the Road Commission's written acceptance of the work as provided in paragraph 3 above a total of \$\_\_\_\_\_.
7. Independent Contractor. The parties hereby acknowledge and agree that Contractor is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the Road Commission. As a result of Contractor' status as an independent contractor, the Road Commission shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Contractor or any of its employees.
8. Insurance. Throughout the time work is being performed under this Agreement, Contractor shall obtain and maintain public liability insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence. This insurance policy shall name the Road Commission as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the Road Commission. Contractor shall provide notice of compliance with this insurance provision before beginning the work to be performed under this Agreement.
9. Indemnification. Contractor shall indemnify and hold harmless the Road Commission, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
10. No Assignment without Written Consent. Contractor shall not assign this Agreement to any other person or entity without first obtaining the written consent of the Road Commission.
11. Termination. The Road Commission may terminate this Agreement by giving to Contractor seven (7) days written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Contractor shall only be paid the pro rata compensation based on the percentage of work completed as required in this Agreement to the date of termination.
12. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified and sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
13. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.

- 14. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
- 15. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
- 16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

ANTRIM COUNTY ROAD COMMISSION, a Michigan municipal corporation

By: \_\_\_\_\_  
Burt R. Thompson, P.E.

Its: Engineer-Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Contractor

Dated: \_\_\_\_\_

