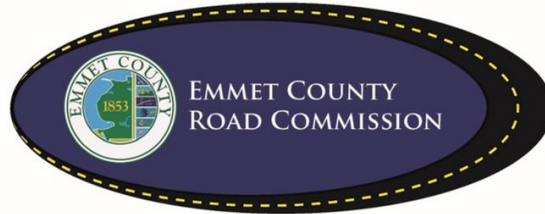


Wade Williams
Mark W. Hoffman
Frank Zulski, Jr.
Brent Shank, PE
Engineer-Manager
Lisa Kleeman
Finance Director



2265 E. Hathaway Road
Harbor Springs, MI 49740
Office: (231) 347-8142
Fax: (231) 347-5787
www.emmetcrc.org

PROPOSAL

Project: Fochtman Industrial Park Drive

Description: 0.45 mile of cold milling, drainage structure adjustment, machine grading, concrete curb and gutter, asphalt paving, slope restoration and pavement markings.

The Emmet County Road Commission will accept Bids until **9:00 a.m.** local time on **February 14, 2023** at: 2265 E. Hathaway Road, Harbor Springs, MI 49740. Bid packages are available at the Emmet County Road Commission Office or on Emmet County Road Commission website at www.emmetcrc.org.

ALL BIDS WILL BE SEALED AND PLAINLY MARKED AS TO THE PROJECT AND PROJECT NUMBER.

The bidder has examined the plans, specification, special provisions and related materials in the proposal, as well as the location of the work described in the proposal for this project, and is fully informed as to the nature of the work and conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The bidder hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, or each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict conformity with the plans therefore and the entire proposal which is incorporated by reference in these pages, and in strict conformity with the requirements of the 2020 Standard Specifications for Construction, Michigan Department of Transportation and such other special provisions and supplemental specifications as may be part of the proposal for this project.

The bidder further proposes to do such extra work as may be authorized by the Emmet County Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

THE BIDDER UNDERSTANDS AND AGREES THAT THE EMMET COUNTY ROAD COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS; TO WAIVE IRREGULARITIES OR INFORMALITIES; AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE BIDDER AND THE EMMET COUNTY ROAD COMMISSION FOR THE WORK DESCRIBED HEREIN UNTIL SUCH TIME AS THE CONTRACT HAS BEEN FORMALLY EXECUTED BY BOTH THE BIDDER AND THE EMMET COUNTY ROAD COMMISSION.

Fochtman Industrial Park Drive

Project Information:

Job Location: US-31 to Cul-De-Sac

Type of Work: 0.45 mile of cold milling, drainage structure adjustment, machine grading, concrete curb and gutter, asphalt paving, slope restoration and pavement markings.

Owner: Emmet County Road Commission

Project Dates:

Project Start Date: 10 Days after all Contracts are executed.

Project Completion Date: September 15, 2023 (All Project Items)

The project shall be completed within twenty-one (21) days of starting date.

A pre-construction meeting will be scheduled by the Emmet County Road Commission prior to project start. All project submittals are to be submitted for review at this meeting.

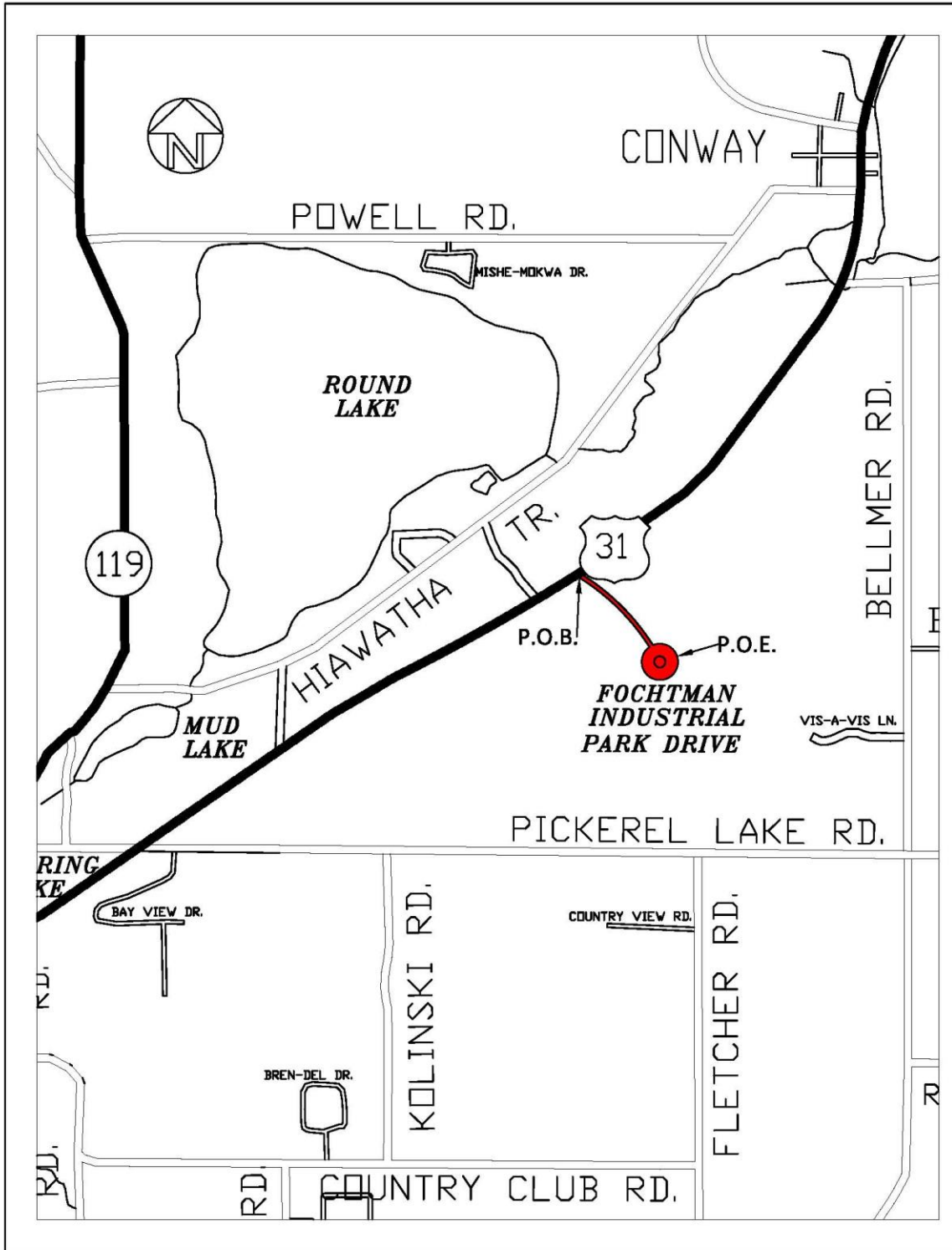
Project Submittals:

The following shall be submitted to the Road Commission Engineer for approval prior to project start:

1. Material Source List (MDOT Form 501)
2. Progress Schedule (must be submitted within 5 days of Contract award)
3. See the Special Provision for Acceptance of HMA Mixtures on Township Projects for submittal requirements (must be submitted prior to paving)
4. Damage Claim Program
5. Traffic Control Plan

Upon project completion, the Contractor shall submit a written "Notice of Completion" to the Engineer. After the Engineer receives the Notice of Completion, the Engineer will inspect the project. The Engineer will provide a list of any deficient items (Punch List) to the Contractor. Final acceptance will only be issued when any deficient items are addressed to the satisfaction of the Engineer. Final acceptance will be provided to the Contractor in writing.

Project Location Map:



Earthwork Items

All HMA Surface, Rem within the excavation limits shall be paid for as part of Excavation, Earth.

Machine Grading:

Contractor is to perform Machine Grading from station 1+48 to 2+48 left (1 Sta), 3 inches deep, to construct a taper for intersection at P.O.B. The width of machine grading at 1+48 left is 12', then to taper to back to edge of mainline at 2+48 left. Also, Machine grading is required along the inside radius of the Cul-De-Sac for widening purposes, see detail and cross section attached.

All removed may be used as Embankment, LM.

Cold Milling:

Existing HMA Surface is 2 to 4 inches thick, all existing HMA material to be removed.

During the cleaning process of the milled surface, all material shall be removed from the surface by sweeping. Sweeping of the material off the milled surface into lawns or hard surfaced driveways will not be allowed. Payment is included in **Cold Milling HMA Surface**.

All millings will be property of the Emmet County Road Commission and will be delivered to the pit located on Bellmer Road.

Drainage Structure Cover Adjustment:

Adjustment rings are acceptable to use.

Aggregate Base:

Aggregate base shall meet MDOT specifications. The Contractor shall provide a scale ticket for each load delivered to the job to the job at the time of delivery or at the end of the day to the owner's representative. All scale tickets shall meet MDOT requirements. The Contractor shall provide current scale certification to the Road Commission prior to hauling material. Loader scales will not be accepted.

Note: There is provisional quantity as maintenance gravel if needed.

Dust Control:

The Contractor shall be responsible for controlling the dust on this project. Payment for Dust Control shall be paid for in other items. Dust shall be continuously controlled to the satisfaction of the Engineer.

HMA Paving:

See the attached Special Provision for Acceptance of HMA Mixture for HMA mixture specifications.

The Contractor shall start placing HMA Leveling (L) course material within 2 calendar days of completion cold milling & Drainage Structure Cover Adjustment are completed.

HMA APPLICATION TABLE					
Label	Mix	Application Rate (Lbs/Syd)	Design Performance Grade	Comments	Pay Item
T	HMA, 4EML	220	58-28	Top Course	HMA, 4EML
L	HMA, 4EML	220	58-28	Leveling Course	HMA, 4EML
1	AWI = 220 for all HMA, 4EML.				
2	Apply HMA Bond Coat at 0.10 gallons per square yard between paving courses or as directed by the Engineer. Paid for as part of other HMA items.				

Where applicable, or as directed by the Engineer, an acceptable form of grade control (automation) shall be used with the paver at all times.

When tying/blending into existing Concrete Curbing, HMA Spillways or other hard surfaced attributes on the project, the contractor shall clean all foreign debris to make tie in as clean as possible.

Driveways:

The Contractor is responsible to ensure positive drainage in all approaches. The Contractor will be responsible for repairing, at the Contractor’s expense, standing water or other drainage related issues.

The Contractor shall be responsible to maintain access to driveways after paving. On any driveway that has more than 4 inches of drop off the Contractor shall provide a gravel apron that reduces the drop off to a maximum of 4 inches on the day of paving or the next calendar day. If the Contractor fails to provide such access, the Road Commission will levy liquidated damages of \$200.00 per calendar day that a drop off exceeds 4 inches in any driveway.

Gravel Driveways:

Place Shld, CI II material in gravel driveways as part of the gravel shoulder operation. Driveways shall be blended 4.0’ – 6.0’ from the edge of the roadway to a slope no greater than 10%, or as directed by the Engineer.

Gravel Shoulders:

Contractor shall place Shld, CI II material 6.0 feet wide or as specified by the engineer. When placing shoulder aggregate, material shall be placed directly on the shoulder. Shoulder material may not be placed on the asphalt. Shoulder material shall be flushed to the edge of pavement and blended to the existing shoulder on the outside. Shoulders shall be wheel rolled with heavy equipment for density. The Contractor is responsible to ensure positive drainage on gravel shoulders. The Contractor will be responsible for repairing, at the Contractor’s expense, standing water or other drainage related issues.

Extend shoulder gravel out to mailbox posts as to not leave a drop off between the edge of the gravel shoulder and the face of the mailbox.

Shld, CI II material shall be a Dense-Graded Aggregate, 23A or 23AA, 100% crushed limestone.

All Approach, CI II material shall be paid for as Shld, CI II, unless otherwise noted or directed by Engineer.

The Contractor shall provide a scale ticket for each load delivered to the job at the time of delivery or at the end of the day to the owner’s representative. All scale tickets shall meet MDOT requirements. The Contractor shall provide current scale certification to the Road Commission prior to hauling material. Loader scales will not be accepted. Any exceptions shall be noted on the bid sheet for the project.

The Contractor shall schedule shoulder material placement in a timely manner to reduce the time that an edge drop off exists. The Contractor shall place shoulder material within 7 calendar days of paving completion. If the Contractor fails to place shoulder material, the Road Commission will levy liquidated damages of \$200.00 per calendar day that the edge drop off exists.

Restoration Items:

When placing the topsoil, material shall be placed directly on the shoulder. Topsoil material may not be placed on the asphalt. Shoulder material shall be flushed to the edge of gravel shoulder and blended to the existing shoulder on the outside. Topsoil shall be wheel rolled with heavy equipment for density.

A sample fertilizer bag and seed ticket, from the materials used on the project, must be submitted to the Engineer within 7 days of completion of restoration.

Seed Mixture shall be TDS or equivalent.

Place Mulch and Mulch Anchoring on all topsoil surfaces. Mulch material shall be straw.

Culverts, driveways, spillways and rip rap shall be free and clean of straw upon completion of mulching activities.

Pavement Markings:

All pavement markings, shapes and dimensions shall conform with the Michigan Department of Transportation Pavement Marking Typical PAVE-905-SERIES, unless otherwise indicated.

Pavement Markings shall be placed in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices. All zoning shall be the responsibility of the contractor. Payment for zoning shall be included in the items for pavement markings.

EXISTING PAVEMENT MARKINGS – For informational purposes only.					
Station	Double Yellow	Lt. Barrier/Skip	Skip/Rt. Barrier	Skip	White
00+69 to 19+45	X				X
19+45 to 24+35					X

Traffic Control:

Traffic shall be maintained during the project through the use of lane closures, two way traffic shall be open during non-working hours. The Contractor shall coordinate operations with contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

The Construction Influence Area for this project shall consist of the width of the project right of way, and the width of the right of way on intersecting roads, from a point where advance construction warning signing begins to a point where it ends.

At no time may Traffic Control Stop and Hold traffic, including loaded & unloaded asphalt trucks on the new HMA surface.

Advanced Warning signs shall be in place before any work begins.

Traffic will be maintained by the Contractor in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices.

Payment for all traffic control, signing and traffic control items shall be paid for as **Traffic Control**.

Utilities:

The following utilities are located in or near the right-of-way for this project:

AT&T

Jeff Collard
(231) 347-8010

DTE

Matt Logan
(231) 258-3785

CENTURY LINK

Lance Gow
(231) 548-9930

GREAT LAKES ENERGY

William LaTourneau
(231) 487-1339

TRUE STREAM

Jeff Wilhelm
(231) 487-1356

CHARTER COMMUNICATIONS

Matt Minsey
(231) 631-5842

CONSUMERS ENERGY

Dale Jacobs
(989) 370-6570

The existing utilities listed above and, on the plans, represent the best information available. This information does not relieve the Contractor of the responsibility to be satisfied as to its accuracy and the location of existing utilities.

For protection of underground utilities, and in compliance with Public Act 174, 2013, the Contractor shall call toll free 1-800-482-7171, or 811, a minimum of three (3) full working days, excluding Saturdays, Sundays and Holidays, prior to beginning excavation in areas where public utilities have not been previously located. All "MISS DIG" participating members will be thus routinely notified. This does not relieve the Contractor from notifying utility owners who may be a part of the "MISS DIG" system.

General Note:

All work being performed will be conducted in the safest manner possible and appropriate PPE shall be used at all times. All work shall be done in accordance with the Michigan Department of Transportation 2020 Standard Specification for Construction. Contractor assumes all responsibilities for Quality Control (QC) to assure the plans and specifications are met per the contract and to provide professional craftsmanship in each task being performed. Any errors in plans or discrepancies found in the field shall be brought to the engineer's attention immediately. All materials shall meet the requirements of the Michigan Department of Transportation Materials Source Guide.

Insurance Requirements:

The Contractor shall furnish proof of general liability insurance in amounts not less than \$2,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in amount not less than \$1,000,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Emmet County Road Commission is additional insured party on the policy. Such insurance shall cover a period not less than the term of the project and shall provide that it cannot be cancelled without 30 days advanced written notice to the Emmet County Road Commission, by certified mail, first class, return receipt requested. The Contract/Project Agreement will be invalid if insurance expires during the authorized period of work described.

In addition to any liability or obligation by the Contractor that may otherwise exist, Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Emmet County Road Commission and its commissioners, officers, agents and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the Emmet County Road Commission may sustain by reason of claims for or allegations of negligence or violation of the terms and conditions of the Contract/Project Agreement, arising out of the work which is subject of the Contract.

Bonding Requirements:

Bonding is not required for projects under \$50,000.00

The successful Contractor shall furnish a performance bond equal to the contract price as assurance for faithful contract performance.

The Contractor shall also furnish a separate **surety bond** equal to the contract price as security for payment to all persons performing labor and furnishing materials in connection with this contract. The Contractor shall pay the premium for all bonds.

The bonds must meet requirements of Michigan Law.

Bonds shall be submitted and approved before contract execution.

Liquidated Damages:

Liquidated damages will be assessed for failure to complete this project by the specified date, or by the allowed number of days specified once work begins, due to lack of effort, poor organization or ability to perform on the Contractor's part. Liquidated Damages may be waived by the Project Engineer. Liquidated damages will be assessed according to the table below:

Project Award Amount	Liquidated Damages
\$0 - \$150,000	\$500 per Calendar Day
\$150,001 - \$500,000	\$750 per Calendar Day
Over \$500,000	\$1,000 per Calendar Day

Soil Erosion and Sediment Control (SESC):

The Contractor shall implement and maintain the soil erosion control measures as shown on the plans before and at all times during construction of this project. All SESC measures shall conform to current MDOT standards, manufacture guidelines and established best practices.

Daily inspections shall be made by the Contractor; periodic inspections shall be made by the Engineer to determine the effectiveness of the SESC measures. Any required corrections shall be made without delay.

All permanent erosion control measures shall be permanently maintained by the Emmet County Road Commission.

Stations:

0+00	Centerline US-31
0+33	E.O.M. US-31 & face of Concrete Curbs
0+69	P.O.B. end of Concrete Curbs
	Start Mill and Fill
1+10	Old Paving Joint
1+32 L	Paved Driveway
1+48 to 2+48 L	Build 10' wide taper
	Machine Grading (1 Sta)
	HMA, 4EML (12 Ton)
4+48 R	Gravel Driveway
5+53 L	Gravel Driveway
10+60 R	Paved Driveway
10+82 L	Gravel Driveway
11+76 L	Gravel Driveway
11+92 R	Concrete Driveway
13+02 L	Gravel Driveway
13+16 R	Concrete Driveway
13+86 L	Paved Driveway
14+11 R	Paved Driveway
16+56 R	Paved Driveway
18+04 R	Paved Driveway

19+15	Start into Cul-De-Sac, go around to the right
19+86 R	Paved Driveway
20+81 R	Paved Driveway
21+66 R	Paved Driveway
22+07 R	County Road
	Curb Relocation, see detail & cross section attached
23+14 R	Paved Driveway
24+35	P.O.E (tie into 19+15)

Project Quantities:

Fochtman Industrial Park Drive

Mobilization, Max 10%	1	LSUM
Curb, Rem	75	Ft
Embankment, LM	300	Cyd
Excavation, Earth	30	Cyd
Machine Grading	5	Sta
Aggregate Base	50	Ton
Shld, CI II	557	Ton
Dr Structure Cover, Adj, Case 1	4	Ea
Cold Milling HMA Surface	7530	Syd
HMA, 4EML	1896	Ton
Curb and Gutter, Conc, Det B2	65	Ft
Curb Slp, HMA	300	Ft
Paved Ditch, HMA	10	Syd
Delineator, Reflective Sheeting, 3 inch by 12 inch, White	20	Ea
Post, Rigid, Delineator	14	Ea
Pavt Mrkg, Thermopl, 24 inch, Stop Bar	30	Ft
Pavt Mrkg, Waterborne, 4 inch, White	5500	Ft
Pavt Mrkg, Waterborne, 4 inch, Yellow	4000	Ft
Recessing Pavt Mrkg, Longit	9500	Ft
Pavt Mrkg, Preformed Thermopl, Lt Turn Arrow Sym	1	Ea
Pavt Mrkg, Preformed Thermopl, Rt Turn Arrow Sym	1	Ea
Traffic Control	1	LSUM
Slope Restoration	1500	Syd

Bid Sheet

Board of Emmet County Road Commissioners
2265 East Hathaway Road
Harbor Springs, MI 49740

Gentlemen:

The undersigned proposes to furnish any and all materials, labor, and equipment necessary for the reconstruction of Fochtman Industrial Park Drive as spelled out in the "Invitation to Bid" for the prices below.

The Emmet County Road Commission reserves the right to reject any and/or all bids based on what is in the best interest of Emmet County.

Contractor Name: _____

Project:

Fochtman Industrial Park Drive

Item	Quantity	Unit	Unit Price	Total
Mobilization, Max 10%	1	LSUM		
Curb, Rem	75	Ft		
Embankment, LM	300	Cyd		
Excavation, Earth	30	Cyd		
Machine Grading	5	Sta		
Aggregate Base	50	Ton		
Shld, CI II	557	Ton		
Dr Structure Cover, Adj, Case 1	4	Ea		
Cold Milling HMA Surface	7530	Syd		
HMA, 4EML	1896	Ton		
Curb and Gutter, Conc, Det B2	65	Ft		
Curb Slp, HMA	300	Ft		
Paved Ditch, HMA	10	Syd		
Delineator, Reflective Sheeting, 3 inch by 12 inch, White	20	Ea		
Post, Rigid, Delineator	14	Ea		

Pavt Mrkg, Thermopl, 24 inch, Stop Bar	30	Ft		
Pavt Mrkg, Waterborne, 4 inch, White	5500	Ft		
Pavt Mrkg, Waterborne, 4 inch, Yellow	4000	Ft		
Recessing Pavt Mrkg, Longit	9500	Ft		
Pavt Mrkg, Preformed Thermopl, Lt Turn Arrow Sym	1	Ea		
Pavt Mrkg, Preformed Thermopl, Rt Turn Arrow Sym	1	Ea		
Traffic Control	1	LSUM		
Slope Restoration	1500	Syd		
TOTAL PROJECT COST ESTIMATE =				

Bidder: _____

Address: _____

Signature: _____

Phone No.: _____

Printed Name: _____

Date: _____

Title: _____

Email: _____

Emmet County Road Commission
Special Provision
For
HMA Mixture Acceptance

ECRC: RBS

01/03/22

a) Description

This Special Provision provides acceptance-testing requirements for use on this project. The HMA mixture shall be provided to meet the requirements of the standard specifications for construction except where modified herein. The HMA mixture quality assurance and acceptance shall conform to Section 501 of the 2020 Michigan Department of Transportation Standard Specifications for Construction except where modified herein. The MDOT HMA Production Manual, current edition, applies to this work.

b) Submittals

The contractor shall submit the following:

1. Job Mix Formula (MDOT Form 1911 or equivalent) for the project for review and approval by the Engineer. The Contractor shall not place any HMA without an approved JMF. Below are specific values that are required on the JMF (in addition to the normal requirements).
 - a. Fine Aggregate Angularity
 - b. RAP Tiering based on JMF values
 - c. Fines to Asphalt Ratio (based on Effective Asphalt Content)
 - d. Soft Particle Percentage of each JMF Aggregate Type
2. Quality Control Plan.
3. A copy of all Contractor Quality Control Tests submitted within 7 working days of projection completion.
4. A copy of the Bill of Lading or Delivery Ticket for the Asphalt Binder for the project. The Bill of Lading must include the type of material that was previously hauled in the delivery tank.

c) Materials

Aggregates, mineral filler (if required), and asphalt binder shall be combined as necessary to produce a mixture proportioned within the master gradation limits and meeting the uniformity tolerances listed 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 used in plant produced HMA mixtures.

The Maximum Percentage of Soft Particles for any given HMA mixture shall be 5%.

The Minimum Fine Aggregate Angularity for any given HMA mixture shall be 40.0.

The Minimum Crush Percentage for 4EL and 5EL HMA mixtures shall be 65%.

Table A: HMA Mixture Targets and Parameters

HMA Mix Type	VMA Minimum on any given Test (a,c)	VMA Target (c)	Asphalt Binder Content Minimum on JMF	Asphalt Binder Content Minimum on any given Test (a)	Fines to Asphalt Ratio Maximum on JMF (b)
4EL	14.0	Based on mix design parameter, the contractor shall establish & state their VMA Target on their mix design JMF, and shall adhere to the VMA Min. requirements	5.80	5.50	1.10
5EL	15.0		6.10	5.80	1.10
Ultra-Thin	15.5		6.00	5.70	1.20
a. The HMA parameter minimum is per any given QC/QA test, regardless of Tolerances listed in Table 2 of this Special Provision. b. Value based on Pbe (Effective Asphalt Percent) for each given mix and JMF. c. VMA values are based on the Gsb (Bulk Specific Gravity) of the given HMA mixture not the Gse (Effective Specific Gravity).					

Table B: HMA Mixture Targets and Parameters Cont'd (Ultra-Thin)

Superpave Air Voids (%)	4.5
Superpave Gyrations	35
Fine Aggregate Angularity (Min.)	40.0
Percent Crush (Min. %)	50.0
Aggregate Wear Index (AWI)	220
Sieve Size	Total % Passing
1/2 inch	100
3/8 inch	99-100
No. 4	75-95
No. 8	55-75
No.30	25-45
No. 200	3-8

d) Asphalt Binder

Liquid Asphalt Binder shall be a Performance Graded (PG) binder as specified in the bid HMA Application Table in the bid specifications and/or as included on the plans. If not specified, then the following apply:

Table C: Asphalt Binder Selection

4EL	PG 58-28
5EL	PG 58-28
Ultra-Thin	PG 58-28

e) **Air Voids**

Design Air Voids shall be 4.0% and shall be regressed to 3.0% in production **by the addition of virgin liquid asphalt (4EL and 5EL).**

f) **Recycled Asphalt Materials**

Recycled Asphalt Shingles (RAS) will not be allowed in the HMA Mixtures.

Recycled Asphalt Pavement (RAP) is allowed in the HMA mixtures subject to the following requirements. Binder replacement will be determined by weight. ***The use of Reclaimed Asphalt Pavement (RAP) shall be limited to Tier 1 (0% to 17%) RAP binder by weight of the total binder in the mixture, for all mixes (4EL, 5EL, and Ultra-Thin).***

Tier 1 – 0.0% to 17.0% 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 the RAP.

g) **Construction**

After the Job Mix Formula is established, the aggregate gradation 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 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 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.

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

Random Liquid Asphalt Binder samples will be witnessed by the Engineer or Consulting Firm. The Engineer reserves the right to test any or all samples taken.

Quality Assurance and Acceptance testing will be as follows:

1. **Asphalt Mixture Sampling**

Acceptance sampling and testing will be performed by the Engineer using the sampling method and testing option agreed upon by the Engineer and Contractor. 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.

For each given day of production, if the daily mix tonnage per HMA mix type is under 500 tons, the Engineer reserves the right to test one sample and obtain a second sample for future testing if necessary. If the daily mix tonnage per HMA mix type is over 500 tons, the Engineer reserves the right to test one sample. If the first sample meets the Range 1 tolerances in Table 1 and Table 2, the Engineer can obtain a second sample and perform any of the following actions:

- a. Perform Full Quality Assurance testing
- b. Perform Volumetric Testing Only (Ignition, Extracted, or Calculated AC/Gmm, Air Voids, VMA)
- c. Retain custody of the sample for future testing if necessary

2. **Asphalt Binder Sampling**

The Contractor shall obtain the asphalt binder sample, correctly label the sample container and complete a Sample Identification (Bituminous Material Form 1923B). The form must be filled out correctly, completely, and signed before the sample is given to the Engineer. The daily asphalt binder sample must be taken from a sampling spigot located on the pipeline supplying asphalt binder to the plant, in a position between the asphalt binder pump and the point where the asphalt binder is introduced to the aggregate mixture. Personnel safety is critical when collecting the sample from the sampling spigot. Give the binder sample and completed Form 1923B to the Engineer.

Daily Asphalt Binder Sample are to be in 1 pint (16 ounce), slip top, seamless ointment tins. The tin must be at least three quarters full. All containers must be labeled in a legible format with the following information provided:

- a. Project Name
- b. Binder Grade
- c. Binder Supplier Certification Number
- d. Supplier Name, City, and State
- e. Date Sampled
- f. Mixture Type

The Engineer may request to witness the sampling of the asphalt binder upon visit to the HMA Plant. The Engineer will complete the 1923B Form for the witness sample. The witness sample will be recorded as the daily asphalt binder sample. Any other asphalt binder samples from that same day will be discarded.

The Engineer may request a copy of the MDOT Binder Certification Documents. These copies must be presented to the Engineer when the respective daily binder samples and the 1923B Forms are picked up at the plant. The Engineer will review these documents and communicate any problems that may arise.

3. **Mixture Testing**

Mixture samples will be tested to verify gradation, binder content, and volumetric properties per Table 1 and Table 2 listed below.

If the Engineer elects not to perform Quality Assurance testing on a given day or a given project. The Contractor is required to still perform testing in accordance with Table 1 and Table 2 below. The Contractor's Quality Control test results shall be sent to the Engineer within 2 working days of each day's productions for a given HMA mixture.

Table 1: Quality Assurance/Control Tolerance Limits for HMA Mixtures

Parameter	Action Limits (Range 1)	Suspension Limits (Range 2)
% Passing the #8 and Larger Sieves	+/- 5.0%	+/- 8.0%
% Passing the #30 Sieve	+/- 4.0%	+/- 6.0%
% Passing #200 Sieve	+/- 1.0%	+/- 2.0%

Table 2: Quality Assurance/Control Testing Tolerance (+/-) from JMF or Target Values

Parameter	Action Limits (Range 1)	Suspension Limits (Range 2)
Binder Content (a)	0.30% (a)	0.50% (a)
Maximum Specific Gravity (Gmm)	0.013	0.020
Voids in Mineral Aggregate VMA (a,b)	0.75% (a,b)	0.80% (a,b)
Air Voids (c)	0.60%	0.90%
Fines to Effective Asphalt Ratio	0.65-1.20	0.60-1.25
a. Refer to minimum parameters in Table A of this special provision. b. These given limits are (+/-) from given targets in Table A of this special provision. c. Limits are (+/-) from JMF/Target Values listed in Section e. and Table B of this special provision.		

4. Density

Pavement density will be measured by the Engineer, with a Nuclear Density Gauge, using the Gmm from the JMF 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 four QA density test locations. Test locations will not be taken within 12 inches of any pavement edges or pavement joints.

h) Rejected Materials

1. Gradation

Action Limits - Range of values established in Table 1 – Quality Assurance/Control Tolerance Limits for HMA Mixtures. If exceeded on two consecutive tests, Contractor is required to take corrective action to bring the mixture produced into conformance with the specifications.

Suspension Limits – Range of values established in Table 1 – Quality Assurance/Control Tolerance Limits for HMA Mixtures. If exceeded on a single test, Contractor is required to suspend operations and determine, document, and correct the cause before resuming production. Prior to resuming production, the Engineer must be notified of the findings and approve correction action prior to resuming production.

2. **Asphalt Binder**

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.

3. **Volumetric Properties**

The acceptable tolerance for Binder Content, Gmm, VMA, Air Voids, and Fines to Pbe are listed in Table 2 above. Any HMA Mixture produced outside of these tolerances or any HMA Mixture that does not meet the requirements listed in the sub notes of Table 2 above will be subject to a negative adjustment or rejected. The resulting penalty will be a negative adjustment of 10% to 50% or remove/replace, to be determined by the Engineer.

4. **Pavement Density**

A negative 10% adjustment in the HMA Mixture contract price will be imposed if the pavement density (average of all gauge readings) is less than 92%, but equal to or greater than 91%; or if 2 or more readings are less than 91%.

A negative 25% adjustment in the HMA Mixture contract price will be imposed if the pavement density (average of all gauge readings) is less than 91%, but equal to or greater than 90%; or if 2 or more readings are less than 90%.

If the average density is less than 90% (for all gauge readings), the Contractor shall remove and replace the pavement at no cost to the Owner.

EMMET COUNTY ROAD COMMISSION

SPECIAL PROVISION FOR
SLOPE RESTORATION

ECRC:RBS

1 of 1

01/03/22

- a. Description.** Work consists of preparing all lawns and slopes on the projects designated for slope restoration on the plans, or as directed by the Engineer, and applying topsoil, fertilizer, seed and mulch with mulch anchor. Turf establishment shall be in accordance with Section 816 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and Standard Plan R-100 - Series, except as modified herein or otherwise by the Engineer
- b. Materials.** The materials and application rates specified in Section 816 and 917 of the 2020 Standard Specification for Construction apply unless modified by this special provision or otherwise by the Engineer. The following material must be used on the project:
1. Seeding Mixture: TDS.
 2. Fertilizer, Chemical Nutrient, Class A.
 3. Topsoil Surface, Furnished or Salvaged, 3 inch.
 4. Mulch: Straw.
 5. Mulch Anchoring.
- c. Construction.** Construction methods must be in accordance with the subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the MDOT 2020 Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum thickness indicated above, to meet the proposed finished grade.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than ½ inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top ½ inch of topsoil.

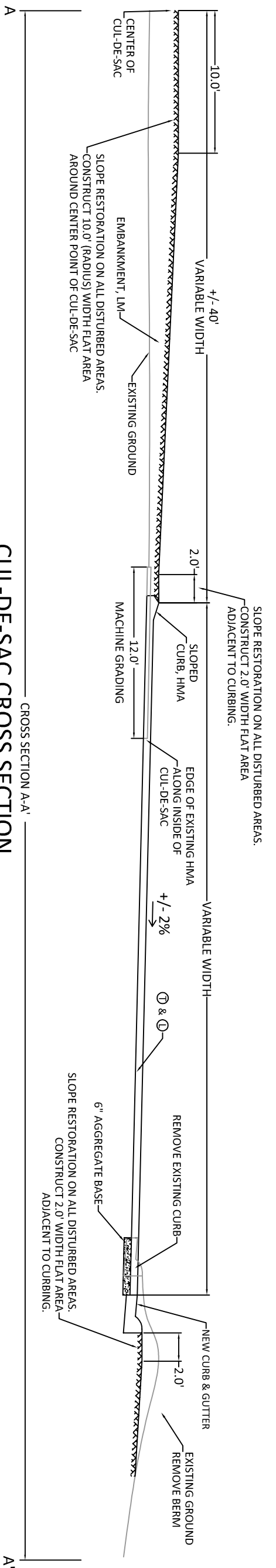
Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in Subsection 816.03E of the MDOT 2020 Standard Specifications for Construction.

If an area washes out after this work has been properly installed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense

- d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item.

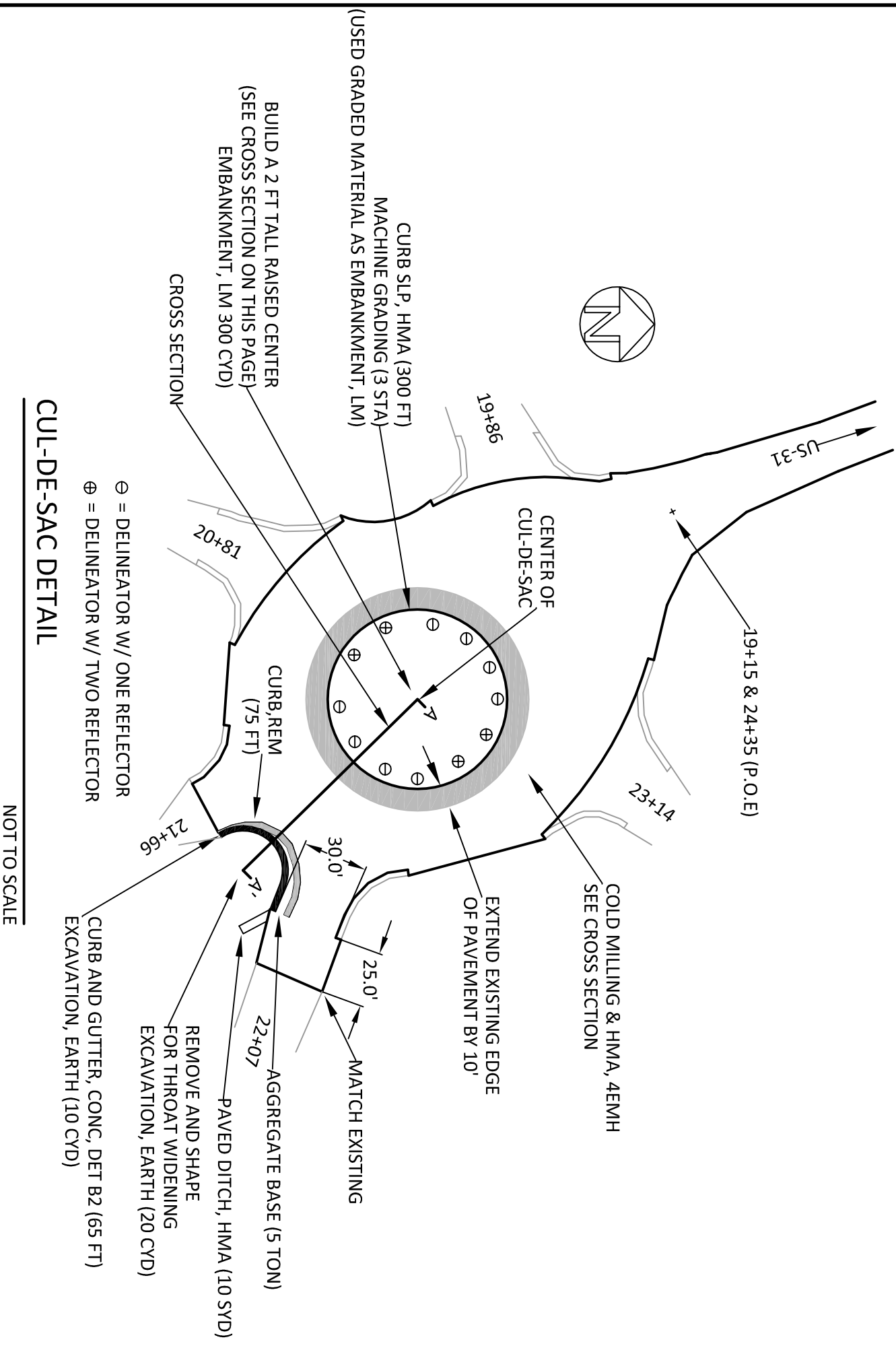
Pay Item:
Slope Restoration

Pay Unit:
Square Yard



CUL-DE-SAC CROSS SECTION

NOT TO SCALE



CUL-DE-SAC DETAIL

NOT TO SCALE

CUL-DE-SAC DETAIL

EMMET COUNTY ROAD COMMISSION
2265 E HATHAWAY ROAD · HARBOR SPRINGS, MI 49740 · (231) 347-8142

FOTCHMAN INDUSTRIAL PARK DRIVE

DATE:
12/20/23

SHEET
1
OF 01