

SPECIFICATIONS FOR ASPHALT PAVING

It is the intent of the Newaygo County Road Commission to receive bids for Asphalt Paving.

A. Standard Specifications:

1. The Contractor shall comply with the intent of the General Requirements and Covenants, of the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction" where applicable.
2. Where the Standard Specifications are referred to, the Michigan Department of Transportation's most current edition to the Standard Specification for Construction shall be used.

B. Measurement and Payment:

Material will be measured in tons or in accordance with the methods specified in the most current edition of the Standard Specifications for Construction.

Payment for material shall include all labor and equipment needed for furnishing, hauling and placing.

C. Testing:

Random samples may be pulled from hopper for testing purposes.

D. Delivery:

1. By mutual agreement, the Newaygo County Road Commission reserves the right to extend contracts to other locations as well as MDOT maintenance projects, as long as contractor is in agreement. Furthermore, the Newaygo County Road Commission reserves the right to delete locations if deemed necessary and in the best interest of the Newaygo County Road Commission.
2. Scheduling will be coordinated by Kelly Smith, Manager.

E. Price:

F.O.B. job sites per ton and shall be inclusive of:

- a. Material
- b. Loading and hauling to job site
- c. Unloading of material
- d. Placing and rolling

F. Award:

Bid will be awarded by Township.

G. Payment:

The completed work as measured for HMA items will be paid for at the contract unit price for the applicable contract pay items and shall include all material, equipment and labor required to complete these items.

H. Cancellation of Contract Provisions:

The Board shall have the right to cancel the Contract for non-performance in not meeting aggregate specifications, contractual tonnage amount, delivery or insurance requirements.

I. Insurance Requirements:

1. Contractor shall save harmless and indemnify the Newaygo County Road Commission, as well as their employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of work all in accordance with the 2003 Michigan Department of Transportation "Standard Specifications for Construction", section 107.10, with the following minimum requirements:

Workman's Compensation Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$1,000,000

Aggregate \$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability

Each Occurrence \$2,000,000

Insurance Certificate declaring Newaygo County Road Commission as additional insured, not certificate holder, must be issued and shall become part of contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within ten days upon notification of award of Contract.

J. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

K. "The NCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Newaygo County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Newaygo County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Newaygo County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of

such direction, the contractor may request the Newaygo County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

TECHNICAL SPECIFICATIONS

A. Standard Specifications

1. This work shall be done in accordance with the requirements of the current edition of the Standard Specifications for Construction of the Michigan Department of Transportation and as herein specified.

2. Surface Mixture:

HMA 13A: Material must meet current MDOT standards and specifications.

MDOT LVSP Mix, tier 1 per MDOT special provisions for recycled hot mix asphalt mixture. The performance grade asphalt binder range shall be PG 64-28.

HMA 5E1: The performance grade asphalt binder range shall be PG 64-28. The top course shall have AWI = 260 Minimum.

The top course shall have a minimum Asphalt Content of 6.1%.

The top course shall have maximum air voids of 3%.

The Bituminous Bond Coat material shall be SS-1h per Section 501.02. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard. This is not a pay item.

3. All quantities are approximate – totals may vary.

4. Contractor is required to install temporary pavement marking tape unless otherwise stated in the bid form, provide minor traffic control devices, traffic control, apply tack coat as required, and Contractor is required to perform any brooming necessary.

5. When there is wedging or any type of overlaying to be done the contractor must have a broom on the job site at all times.

6. On all job sites to be paved there shall be all required traffic control signs until project is completed. Traffic regulators shall be dressed appropriately in accordance with MIOSHA. The contractor and employees of the contractor must perform their duties in a professional manner.

NOTE: Questions concerning specifications should be directed to Kelly Smith, Manager at (231) 689-6682.