

**PROPOSAL**

**FOR**

**Summit Cemetery  
Roadway Resurfacing**

**WILLIAMSTOWN TOWNSHIP  
INGHAM COUNTY, MICHIGAN**

**BID OPENING:**

September 9, 2021 @ 3:00 P.M.

**OWNER:**

Williamstown Township  
Williamston, Michigan

**ENGINEER:**

**THE MANNIK & SMITH GROUP, INC.**  
2193 Association Drive, Suite 200  
Okemos, MI 48864

**MSG PROJECT NO. W2580003**

## ADVERTISEMENT FOR BIDS

Bids Due: Thursday, September 9, 2021 at 3:00 p.m.

Project Title: **SUMMIT CEMETERY ROADWAY RESURFACING**

Project Location: Summit Cemetery  
Williamstown Township  
Ingham County, Michigan

Owner: Williamstown Township  
4990 Zimmer Road  
Williamston, MI 48895

Engineer: The Mannik & Smith Group, Inc.  
2193 Association Drive, Suite 200  
Okemos, MI 48864

1. Williamstown Township will receive sealed bids for the Summit Cemetery Roadway Resurfacing. **The Bids will be received at the Williamstown Hall, 4990 Zimmer Road, Williamston, Michigan 48895, until 3:00 p.m. local time, Thursday, September 9, 2021.**

Work will consist of placing a 1.5-inch overlay on approximately 0.82 miles of single lane access roads within Summit Cemetery.

2. Bids will be publicly opened and read aloud at **3:00 p.m. Thursday, September 9, 2021** at the Williamstown Township Hall.
3. Bids will be based on the total bid utilizing Unit Bid Prices.
4. Documents may be downloaded from the locations posting the advertisement for bid.
5. Bid security in the form of a Bid Bond, Cashier's Check, or Certified Check in an amount equal to 5% of the bid amount, and payable to Williamstown Township will be required of all Bidders.
6. Performance Bond and Lien Bond, equal to the amount of the Contract, will be required of the bidder awarded the Contract.
7. No bid may be withdrawn for a period of 60 days after the opening of bids.
8. The Owner reserves the right to reject any or all bids and to waive any informality or irregularity in any bid.

Issued by  
Williamstown Township  
**Summit Cemetery Roadway Resurfacing**

TO: Williamstown Township

FOR: Work will consist of placing a 1.5-inch overlay on approximately 0.82 miles of single lane access roads within Summit Cemetery in Williamstown Township, Ingham County, Michigan as noted in the Bid Documents and Supplemental Specifications.

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools and materials necessary for the complete construction of the above described project at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of Williamstown Township.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If the bidder is a co-partnership, each member must sign the proposal.

Corporations must execute the proposal by duly authorized officers in accordance with Articles of Incorporation.

**TABLE OF CONTENTS**

|  |     |
|--|-----|
| Cover.....   | 1   |
| Invitation for Bids .....                            | 2   |
| Table of Contents.....                               | 4   |
| Instructions to Bidders and General Conditions ..... | 5   |
| Unit Price Contract.....                             | 11  |
| Progress Clause .....                                | 15  |
| Special Provisions                                   |     |
| HMA Application Estimate .....                       | 16  |
| Marshall Hot Mix Asphalt Mixture .....               | 17  |
| Maintenance of Traffic .....                         | 19  |
| Log of Project.....                                  | 20  |
| Log Alternate.....                                   | 21  |
| Appendix A: Payment and Performance Bonds .....      | A-1 |
| Appendix B: Typical Cross Sections.....              | B-1 |

**INSTRUCTIONS TO BIDDERS  
and  
GENERAL CONDITIONS**

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, Proposal, Contract, Supplemental Specifications, Special Provisions and Plans. References to the Department in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean Williamstown Township, hereinafter referred to as "Owner," unless otherwise specified.

**OWNER**

The Owner of the project is Williamstown Township.

**ENGINEER**

The Engineer is the individual assigned by Williamstown Township to be in charge of the project. The individual assigned as the Engineer shall be an employee of The Mannik & Smith Group, Inc.

**BIDDER**

The Bidder is one who submits a signed bid with the required documentation directly to the Owner at the time and place specified.

**BID FORMS**

Sealed proposals must be submitted on the bid forms furnished by the Owner. **The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed.** Unit prices as listed will govern in determining the correct total of the bid. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder. **Three (3) sealed copies shall be submitted by the Bidder.**

All bids must be in sealed envelopes and clearly marked **Summit Cemetery Roadway Resurfacing.**

**PROJECT INTENT**

It is the intent of this project to resurface the drives/roadways within Summit Cemetery to prolong the useful life of the roads.

**BIDDER'S SURETY**

The proposal must be accompanied by a cashier's check, certified check, or a bid bond made payable to Williamstown Township, in the sum of five percent (5%) of the amount of the bid. Upon awarding and signing of a contract, or in the event of bid rejection, such bid surety will be returned to the Bidder. Bids may be held for a period of sixty (60) days.

**INTERPRETATION AND ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed, in writing, to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda, and e-mailed to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

**OPENING OF BIDS**

Bids will be received no later than 3:00 P.M., local time prevailing, on September 9, 2021  
Williamstown Township Hall  
Attention: Wanda Bloomquist, Township Supervisor  
4990 Zimmer Road  
Williamston, MI 48895

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

#### REJECTION OF BIDS

The Owner reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Owner. The Owner also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Owner to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

#### EVALUATION OF ALTERNATE BIDS

Contractor shall submit bids for the Base Bid, as well as any Alternate Bids. The Owner may award, all, part, or none of any combination of the alternative bids deemed to be in the best interests of the Owner.

The Alternate Bid described on the Bid Form is to micro-surface the interior drives as described in the Log of Project rather than paving the interior drives. The outer drives are to still receive the HMA overlay treatment.

#### CONTRACT EXECUTION

The Bidder to whom the contract is awarded shall, **within five (5) calendar days** after notice of award, enter into a written contract with the Owner and furnish bonds and proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory bonds and proof of insurance will be considered cause for annulment of award and forfeiture of the Bidder's surety. Following the execution of the contract, the Bidder shall become known as the Contractor.

#### PERFORMANCE AND LIEN BONDS

The successful Bidder to whom the contract is awarded shall furnish two (2) surety bonds as follows:

Performance Bond – To Williamstown Township, 4990 Zimmer Road, Williamston, MI 48895 for the faithful fulfillment of the terms of the contract in the amount of one-hundred (100) percent of the contract amount.

Payment Bond – To Williamstown Township, 4990 Zimmer Road, Williamston, MI 48895 for the payment of all labor and materials used in the work in the amount of one-hundred (100) percent of the contract amount.

#### INCREASED OR DECREASED QUANTITIES

The Owner reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than ten (10) percent. Changes in excess of that amount will be individually negotiated.

#### TIME OF COMPLETION

All work shall be completed by **October 9, 2021**. All work shall be conducted during normal daytime hours unless otherwise approved by the Engineer. Normal daytime hours are considered to be Monday through Saturday from 7 a.m. to 7 p.m. No work shall be conducted during holiday periods, as defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. The Contractor shall coordinate with the Township to ensure contractor operations do not impede funeral services

#### FAILURE TO COMPLETE ON TIME

Liquidated damages will be assessed according to Section 108.10 of the Michigan Department of Transportation 2012 Standard Specifications for Construction for each calendar day in which the project remains incomplete beyond the contract completion date, except that all references to seasonal limitations will not apply. Liquidated damages will continue to be assessed each calendar day after the contract project completion date until all work on the project is completed, even if those days extend beyond any seasonal limitations.

### PAYMENTS TO CONTRACTOR

Payments will be made to the Contractor on the 30th day of each month based on work completed. The Owner will make a partial payment to the Contractor on the basis of an estimate, prepared by the Engineer, of the work performed on the project during the preceding period less a five (5) percent retainer.

### FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer will make a final inspection of all work included in the contract, and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor is required to provide unconditional waivers of lien from all sub-contractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

### DISPUTES

The Engineer's written decision on any question arising under the contract between the Owner and Contractor shall be final and binding upon both the Owner and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

### ARBITRATION

All claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing laws of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer will be made later than ten (10) days after the party making such demand has delivered written notice of intention to appeal.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty (30) day or ten (10) day period specified above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party of this contract unless:

- a) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
- b) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and;
- c) the written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute

not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Notwithstanding the above paragraph, if a claim, dispute or other matter in question between Owner and Contractor involves the Work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor hereunder. Contractor shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Owner or Owner's Consultants that does not otherwise exist.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

#### PROGRESS SCHEDULE

In no case shall any work be commenced prior to the receipt of a Notice of Award.

The low bidder for the work covered by this proposal will be required to meet with the Owner and Engineer to review the Contractor's proposed schedule. The date and time for this meeting will be set within (1) week after the low bidder is determined. The Engineer will arrange the time and place for the meeting.

#### TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

#### OWNER'S RESPONSIBILITY

The Owner shall not supervise, direct or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

#### INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage's, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per

occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this contract.

e) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess." The appropriate boxes must be checked under the "Addl Insr" heading on the Certificate of Insurance.

f) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."

g) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor's policy.

If any of the above coverage's expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

Indemnification, damage liability, and insurance shall be in accordance with subsection 107.10 of the Michigan Department of Transportation 2012 Standard Specifications for Construction and the attached special provision.

All insurance policies and binders shall include the following endorsements, verbatim:

"ADDITIONAL INSURED: Williamstown Township and its officers, agents and employees, and The Mannik & Smith Group, Inc. and its officers, agents and employees.

"Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to the cancellation, expiration, termination or reduction in coverage for all other reasons."

#### IRAN ECONOMIC SANCTIONS ACT

The Contractor shall comply with the Iran Economic Sanctions Act, Act 517 of 2012, including the certification required as per Section 129.313(2). This certification shall be enclosed with the sealed bid.

#### SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within these specifications all references to the Michigan Department of Transportation shall mean the Owner.

#### SPECIAL PROVISIONS, NOTES AND DETAILS, AND SUPPLEMENTAL SPECIFICATIONS

- Technical Specifications
- MDOT Standard Specifications for Constructions
- The most recent version of the Errata to the 2012 Standard Specifications (available online at <https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>)

The above documents are enclosed for reference or available online, as noted.

## COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Corey Vincent

Email: [cvincent@manniksmithgroup.com](mailto:cvincent@manniksmithgroup.com)

## MAINTENANCE OF TRAFFIC

The Contractor is responsible for obtaining a permit to work on the driveways as required by Ingham County Road Department. The Contractor shall maintain traffic as directed by the Engineer and in compliance with the ROW permit required by Ingham County Road Department. As a minimum, the Contractor shall be expected to provide a "Construction Ahead" sign at each entrance into the work area. "Bump" signs shall also be placed at transitions. The Contractor shall coordinate with the Township to ensure contractor operations do not impede funeral services.

**UNIT PRICE CONTRACT**  
**Summit Cemetery Roadway Resurfacing**

TO: Williamstown Township

The undersigned, having full knowledge of the site, proposal, plans and specifications for the **Summit Cemetery Roadway Resurfacing** including Bidders' Addenda \_\_\_\_\_, and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire Work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Proposal, Plans and Specifications, and to accept in full, compensation for all work necessary to complete the project at the unit prices named below:

| <b>UNIT PRICE WORK - BASE</b> |                           |       |           |            |           |
|-------------------------------|---------------------------|-------|-----------|------------|-----------|
| Item Code                     | Description               | Units | Appx. Qty | Unit Price | Total     |
| 1100001                       | Mobilization, Max         | LSUM  | 1         | \$         | \$        |
| 5010008                       | Pavt for Butt Joints, Rem | Syd   | 330       | \$         | \$        |
| 5010033                       | HMA, 13A                  | Ton   | 570       | \$         | \$        |
| 8127051                       | Traffic Control           | LSUM  | 1         | \$         | \$        |
| <b>Total =</b>                |                           |       |           |            | <b>\$</b> |

| <b>UNIT PRICE WORK - ALTERNATE</b> |                           |       |           |            |           |
|------------------------------------|---------------------------|-------|-----------|------------|-----------|
| Item Code                          | Description               | Units | Appx. Qty | Unit Price | Total     |
| 1100001                            | Mobilization, Max         | LSUM  | 1         | \$         | \$        |
| 5010008                            | Pavt for Butt Joints, Rem | Syd   | 250       | \$         | \$        |
| 5010033                            | HMA, 13A                  | Ton   | 245       | \$         | \$        |
| 5040001                            | Micro-Surface, Std        | Syd   | 3,890     | \$         | \$        |
| 8127051                            | Traffic Control           | LSUM  | 1         | \$         | \$        |
| <b>Total =</b>                     |                           |       |           |            | <b>\$</b> |

Contractor Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. All work on the **Summit Cemetery Roadway Resurfacing** to be completed by **October 9, 2021** and as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of either:

Certified Check or a Bidder's Bond in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: \_\_\_\_\_, 2021.

If Bidder is:

An Individual

By: \_\_\_\_\_ (SEAL)  
Individual's Name

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_ (SEAL)  
Firm Name

\_\_\_\_\_ General Partner

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By: \_\_\_\_\_ (Corporate SEAL)  
Corporate Seal

\_\_\_\_\_  
State of Incorporation

By: \_\_\_\_\_  
Name of Person Authorized to Sign

\_\_\_\_\_  
Title

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture

By: \_\_\_\_\_  
Name

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**PROGRESS CLAUSE**  
**Summit Cemetery Roadway Resurfacing**

After receiving Notice of Award, start work within ten (10) days, or on or before the date designated as the starting date in the approved Detailed Progress Schedule. In no case shall any work be commenced prior to receipt of formal notice of award by the Engineer.

All work shall be completed on or before **October 9, 2021**.

The low bidder for the work covered by this proposal will be required to submit a Progress Schedule to the Engineer within five (5) calendar days of confirmation of the low bid.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. As specified in the bidding proposal, the project completion date and any other controlling dates specified in the proposal shall also be included in the Project Schedule.

The Project Engineer will arrange the time and place for the preconstruction meeting, if needed. The named subcontractor(s) for designated and/or specialty Items included in the proposal shall be included with the Progress Schedule if such items materially affect the workschedule.

The Contractor shall be expected to mobilize sufficient labor and equipment to complete the project within the specified time frames. This includes concurrent crews working at different locations as needed based on the Contractor's progress and schedule.

Liquidated Damages will be assessed according to Section 108.10. Extension(s) of time will not be granted for:

1. Increases in contract quantities or extra work, unless it can be shown that such increases or extras affect the critical item(s) of work.
2. Labor disputes, unless it can be shown that such disputes are industry wide, and that the delay affects the critical item(s) of work.
3. Delays resulting from work stoppages ordered by the Department for Contractor non-compliance.
4. Delays in delivery of critical materials unless the delay can be shown to be industry wide and the delay affects the critical item(s) of work.

WILLIAMSTOWN TOWNSHIP  
SPECIAL PROVISION  
FOR  
**HMA APPLICATION ESTIMATE**

WILLIAMSTOWN TWP:MSG

1 of 1

9-15-2020

**a. Description.** – Perform this work according to Division 5 of the Michigan Department of Transportation 2012 Standard Specifications for Construction and applicable supplemental specifications and special provisions, and as specified herein.

**b. Materials.** - Furnish and place HMA Bond Coat material per Section 501.02, at an application rate of 0.05 to 0.15 gallons per square yard to assure uniform, complete coverage as directed by the Engineer. Furnish all HMA mixtures using asphalt cement binder meeting requirements for Performance Grade PG 58-28. Regress air voids for mainline top course HMA mixtures to 3 percent. Furnish all HMA mixtures used for top course with aggregate having 260 minimum aggregate wear index (AWI).

**i. HMA.** Furnish and place HMA, 13A mixture for top course at a yield of 165 lbs per square yard according to the typical cross sections and as directed.

**ii.** Performance Grade: PG 58-28

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
MARSHALL HOT MIX ASPHALT MIXTURE

CFS:JWB

1 of 2

APPR:EHR:CJB:09-25-  
06 FHWA:APPR:06-  
06-11

**a. Description.** Furnish hot mix asphalt (HMA) mixture, designed using Marshall Mixture Design Methods, in accordance with the standard specifications except as modified by this special provision.

**b. Mix Design.** Submit the mix design for evaluation in accordance with the Department’s HMA Production Manual. Use a 50 blow Marshall hammer when compacting mixtures for developing Marshall mix designs.

**c. Recycled Mixtures.** Substituting reclaimed asphalt pavement (RAP) for a portion of the new material required to produce HMA mixture is allowed provided that the mixture is designed and produced to meet all criteria specified herein, unless otherwise prohibited. RAP materials must be in accordance with the standard specifications.

**d. Materials.** Table 1 provides the mix design criteria and volumetric properties. Table 2 provides the required aggregate properties. Use aggregates of the highest quality available to meet the minimum specifications. Use the mixture designation number shown in the contract item name when determining mix design properties from Tables 1 and 2.

**e. 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         | Pay Unit |
|------------------|----------|
| HMA, (type)..... | Ton      |

**Table 1: Mix Design Criteria and Volumetric Properties**

|  | Mixture No. |       |       |       |       |
|--|-------------|-------|-------|-------|-------|
|  | 2C          | 3C    | 4C    | 13A   | 36A   |
| Target Air Void, % (a)   | 3.00        | 4.00  | 4.00  | 4.00  | 4.00  |
| VMA (min) (b)  | 11.00       | 13.00 | 14.00 | 14.00 | 15.00 |
| VFA  | 65-78       | 65-78 | 65-78 | 65-78 | 65-78 |
| Fines to Binder Ratio (max) (c)  | 1.2         | 1.2   | 1.2   | 1.2   | 1.2   |
| Flow (0.01 inch)   | 8 -16       | 8 -16 | 8 -16 | 8 -16 | 8 -16 |
| Stability (min), lbs   | 1200        | 1200  | 1200  | 900   | 900   |
| <p>a. Lower target air voids by 1.00% if used in a separate shoulder paving operation. Consider reducing air void targets to 3.00% for lower traffic volume roadways when designing 13A and 36A mixtures for local agency use.</p> <p>b. VMA calculated using Gsb of the combined aggregates.</p> <p>c. Ratio of the weight of aggregate passing the No. 200 sieve to total asphalt binder content by weight; including fines and binder contributed by RAP.</p> |             |       |       |       |       |

**Table 2: Aggregate Properties**

|  | Mixture No.                                       |         |         |       |        |
|--|---|---------|---------|-------|--------|
|  | 2C  | 3C      | 4C      | 13A   | 36A    |
|  | Percent Passing Indicated Sieve or Property Limit |         |         |       |        |
| 1½ inch  | 100   |         |         |       |        |
| 1 inch   | 91-100  | 100     |         |       |        |
| ¾ inch   | 90 max.   | 91-100  | 100     | 100   |        |
| ½ inch   | 78 max.   | 90 max. | 91-100  | 75-95 | 100    |
| ⅜ inch   | 70 max.   | 77 max. | 90 max. | 60-90 | 92-100 |
| No. 4  | 52 max.   | 57 max. | 67 max. | 45-80 | 65-90  |
| No. 8  | 15-40   | 15-45   | 15-52   | 30-65 | 55-75  |
| No. 16   | 30 max.   | 33 max. | 37 max. | 20-50 |        |
| No. 30   | 22 max.   | 25 max. | 27 max. | 15-40 | 25-45  |
| No. 50   | 17 max.   | 19 max. | 20 max. | 10-25 |        |
| No. 100  | 15 max.   | 15 max. | 15 max. | 5-15  |        |
| No. 200  | 3-6   | 3-6     | 3-6     | 3-6   | 3-10   |
| Crushed (min), % (MTM 117)   | 90  | 90      | 90      | 25    | 60     |
| Soft Particle (max), % (a)   | 12.0  | 12.0    | 8.0     | 8.0   | 8.0    |
| Angularity Index (min) (b)   | 4.0   | 4.0     | 4.0     | 2.5   | 3.0    |
| L.A. Abrasion (max), % loss (c)  | 40  | 40      | 40      | 40    | 40     |
| Sand Ratio (max) (d)   | -   | -       | -       | 50    | 50     |
| <p>a. The sum of the shale, siltstone, structurally weak, and clay-ironstone particles must not exceed 8.0 percent for aggregates used in top course. The sum of the shale, siltstone, structurally weak, and clay-ironstone particles must not exceed 12.0 percent for aggregates used in base and leveling courses.</p> <p>b. The fine aggregate angularity of blended aggregates, determined by MTM 118, must meet the minimum requirement. In mixtures containing RAP, the required minimum fine aggregate angularity must be met by the virgin material. NAA fine aggregate angularity must be reported for information only and must include the fine material contributed by RAP if present in the mixture.</p> <p>c. Los Angeles abrasion maximum loss must be met for the composite mixture, however, each individual aggregate must be less than 50</p> <p>d. Sand ratio for 13A and 36A no more than 50% of the material passing the No. 4 sieve is allowed to pass the No. 30 Sieve.</p> |   |         |         |       |        |

WILLIAMSTOWN TOWNSHIP

SPECIAL PROVISION  
FOR  
MAINTAINING TRAFFIC

WILLIAMSTOWN TWP:MSG

1 of 1

7-27-21

**a. General.** Local traffic shall be maintained at all times during construction in accordance with Sections 104.07C, 104.11, 812, and 922 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), and as specified herein. The Contractor is responsible for obtaining a work within the ROW permit from ICRD.

**b. Construction Influence Area.** The Construction Influence Area (CIA) shall consist of the project right-of-way five hundred (500) feet in all directions at all intersecting roads. In addition, the CIA shall include the limits of all construction signing.

**c. Traffic Control Devices & Restrictions.** All traffic control devices and their usage must conform to Part 6 of the MMUTCD. The Contractor must review, adjust, and maintain all traffic control devices on a daily basis or as directed by the Engineer. The Contractor must notify the Engineer at least 24 hours in advance of erecting construction zone signing. Signs shall not be placed in burial areas. Contractor is to place signs such that they not obstruct burial markers and areas.

A minimum of one driveway entrance and access drive for traffic shall be maintained at all times in order to allow access to the cemetery. Access must be maintained at all times and work must be coordinated with the Township and Engineer. Type III Barricades shall be used for road closures to through traffic and shall be coordinated in advance.

At a minimum, each area under construction shall have a W20-1 (48" x 48") "Road Work Ahead" sign at each entrance. W8-1 (48" x 48") "Bump" signs shall be placed on each side of areas left with a 2-inch or greater grade difference for more than 24-hours.

The Contractor must maintain all traffic control devices and is responsible for reviewing the adequacy and condition of all traffic control devices at least once per day for the duration of the project. Replacement and repair of traffic control devices as necessary will be restricted to daylight hours. Any signs damaged as a result of the Contractor's operations must be replaced by the Contractor at their expense.

No equipment or materials shall be placed or maneuver in burial areas. Construction equipment, materials, and operations are to be confined to the roadways. Contractor is coordinate with the Township to ensure construction operations do not interfere with funeral services.

**d. Measurement and Payment.** All work and materials required for traffic maintenance will be included and paid for at the contract unit price for the following pay item. This includes all signs, barricades, cones, drums, flaggers, furnishing items and operating is included in this pay item

Pay Item  
Traffic Control

Pay Unit  
LSUM

Signing for all traffic control operations shall be in accordance with the Michigan Department of Transportation maintaining traffic typical drawings and the MMUTCD.

## LOG OF PROJECT

### Location

Summit Cemetery is located on Beeman Road 0.5 miles north of Rowley Road. The project limits are confined to the internal roadways in Summit Cemetery in Williamstown Township, MI.

The outer drives are noted as blue in the image below. The interior drives are depicted in red. The green outline is the paved area around the building.



### Log of Work

Drives and paved area around the building are to receive a 1.5-inch HMA overlay paid for as HMA, 13A. The surfaces to be paved shall be swept and prepared in accordance with section 501 of the MDOT Standard Specifications for Construction. This work shall be included in paving pay items and will not be paid for separately. No equipment or materials shall be placed or maneuver in burial areas. Construction equipment, materials, and operations are to be confined to the paved surfaces. All areas that are disturbed by operations shall be restored. Cost of restoration will not be paid for separately. Contractor is to coordinate with the Township to ensure construction operations do not interfere with funeral services.

Butt joints approximately 15 feet in length will be milled at all three entrances off of Beeman Road and in front of the concrete areas at the building paid for as Pavt for Butt Joints, Rem. Limits will be marked by the Engineer.

### Items of Work

| <b>Item Code</b> | <b>Description</b>        | <b>Units</b> | <b>Appx. Qty</b> |
|------------------|---------------------------|--------------|------------------|
| 1100001          | Mobilization, Max         | LSUM         | 1                |
| 5010008          | Pavt for Butt Joints, Rem | Syd          | 330              |
| 5010033          | HMA, 13A                  | Ton          | 570              |
| 8127051          | Traffic Control           | LSUM         | 1                |

**Log of Work - Alternate**

The Alternate Bid described on the Bid Form is to micro-surface the interior drives rather than paving the interior drives. The outer drives and paved area around the building are to still receive the HMA overlay treatment.

Outer drives and paved area around the building are to receive a 1.5-inch HMA overlay paid for as HMA, 13A. The surfaces to be paved shall be swept and prepared in accordance with section 501 of the MDOT Standard Specifications for Construction. This work shall be included in paving pay items and will not be paid for separately. No equipment or materials shall be placed or maneuver in burial areas. Construction equipment, materials, and operations are to be confined to the roadways. All areas that are disturbed by operations shall be restored. Cost of restoration will not be paid for separately. Contractor is to coordinate with the Township to ensure construction operations do not interfere with funeral services.

Butt joints approximately 15 feet in length will be milled at both of the outer drive entrances off of Beeman Road and in front of the concrete areas at the building paid for as Pavt for Butt Joints, Rem. Limits will be marked by the Engineer.

Interior drives are to receive a micro-surface treatment pad for as Micro-Surfacing, Std.

**Items of Work - Alternate**

| <b>Item Code</b> | <b>Description</b>        | <b>Units</b> | <b>Appx. Qty</b> |
|------------------|---------------------------|--------------|------------------|
| 1100001          | Mobilization, Max         | LSUM         | 1                |
| 5010008          | Pavt for Butt Joints, Rem | Syd          | 250              |
| 5010033          | HMA, 13A                  | Ton          | 245              |
| 5040001          | Micro-Surface, Std        | Syd          | 3,890            |
| 8127051          | Traffic Control           | LSUM         | 1                |

# **APPENDIX A**

## **Payment and Performance Bonds**

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address): **Williamstown Township**

CONTRACT: **Summit Cemetery Roadway Resurfacing**

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

**EJCDC No. 1910-28-B (1996 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
  1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENCY OR BROKER:

OWNER'S REPRESENTATIVE (Engineer or other party):

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Place

SURETY (Name and Address of Principal  
of Business):

OWNER (Name and Address): **Williamstown Township**

CONTRACT: **Summit Cemetery Roadway Resurfacing**

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

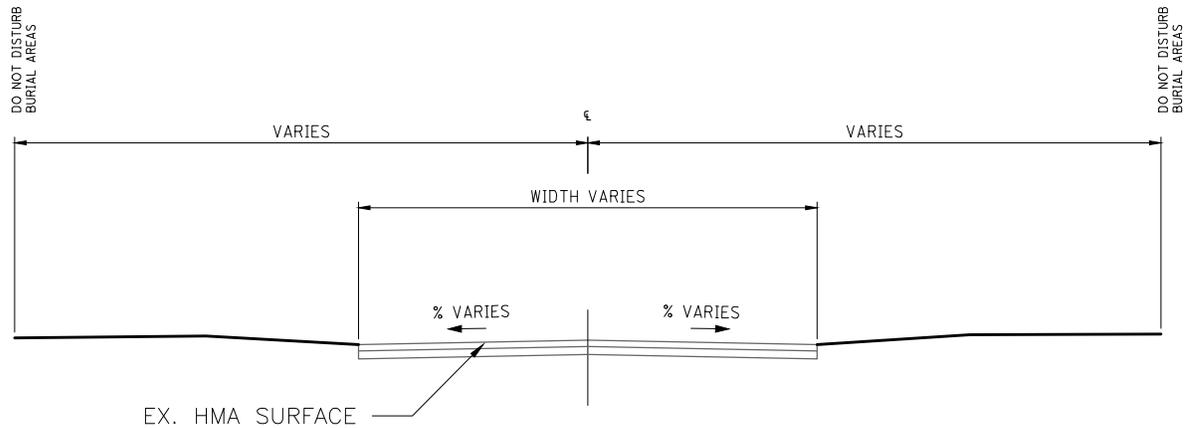
12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

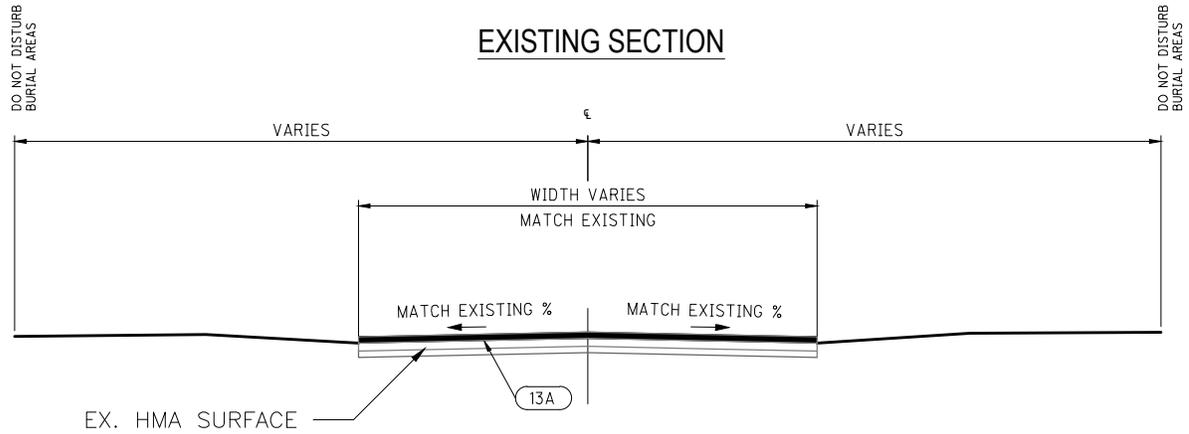
12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

# **APPENDIX B**

## **Typical Section**



**EXISTING SECTION**



**PROPOSED SECTION**

**HMA APPLICATION ESTIMATE**

| IDENT NO.             | ITEM        | RATE LBS PER SYD | PERFORMANCE GRADE | REMARKS    |
|-----------------------|-------------|------------------|-------------------|------------|
| 13A                   | HMA 13A     | 165              | PG 58-28          | TOP COURSE |
|                       | * BOND COAT | 0.05-0.15 GAL    |                   |            |
| *FOR INFORMATION ONLY |             |                  |                   |            |

**NOTES:**

1. FURNISH HMA MIXTURES WITH REGRESSED AIR VOIDS TO 3%
2. EQUIPMENT AND OPERATIONS SHALL NOT ENCROACH ON BURIAL AREAS. ALL AREAS THAT ARE DISTURBED OUTSIDE OF THE PAVED SURFACE SHALL BE RESTORED. COST OF RESTORATION WILL NOT BE PAID FOR SEPARATELY.
3. CONTRACTOR SHALL COORDINATE WITH THE TOWNSHIP SO OPERATIONS WILL NOT INTERFERE WITH FUNERAL SERVICES.

|                          |                       |                                     |               |
|--------------------------|-----------------------|-------------------------------------|---------------|
| WILLIAMSTOWN<br>TOWNSHIP | DESIGN UNIT: MSG      | TSC:                                | DATE: 2021    |
|                          | CS:                   | TYPICAL SECTIONS                    |               |
|                          | JN:                   | SUMMIT CEMETERY ROADWAY RESURFACING |               |
| FILE:                    | WILLIAMSTOWN TOWNSHIP |                                     | DRAWING SHEET |
|                          |                       |                                     | TYP           |