

STANDARD  
SUPPLEMENTARY CONDITIONS\*

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as follows. All provisions which are not so amended or supplemented remain in full force and effect.

G.C. – 1.02.D

Delete the definition of "Defective," on Page 5 of the General Conditions, in its entirety, and insert the following:

**"Defective - An adjective which when modifying the word "Work" refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or which has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05 , and the Work is damaged through no fault of the Contractor after Owner has assumed said responsibility)."**

G.C. –1.01.28

Delete the definition of "Owner," on Page 3 of the General Conditions, in its entirety, and insert the following:

**"Owner - i.e., City of Lakeland, Tennessee, a municipal corporation."**

G.C. – 2.01

All bonds, including Bid Bond, Performance Bond, and Labor and Material Payment Bond, shall be submitted on the forms provided for such purpose by Owner.

G.C. - 2.02

Delete the first sentence of paragraph 2.02 of the General Conditions, and insert the following:

**"Owner shall furnish Contractor two (2) sets of the Contract Documents."**

\* For Use with EJCDC C-700 (2013 Edition) Standard General Conditions Of The Construction Contract.

G.C. - 2.05.A

Add the following to paragraph 2.05.A of the General Conditions:

"This schedule shall be a bar chart, CPM, or PERT Schedule. This schedule shall be updated as required because of actual progress, or as requested by Owner."

G.C. - 3.02.A.1

Add the following to paragraph 3.02.A.1 of the General Conditions:

"In the event of any conflict between the provisions of the Contract Documents and any such referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual, or code."

G.C. - 4.03.A

Delete the following to paragraph 4.03.A of the General Conditions, in its entirety, and insert the following:

"Contractor shall provide construction surveying services to establish horizontal and vertical control and set appropriate bench marks for Contractor's use during construction. The Contractor shall be responsible for any additional surveying required for the construction of the project.

The Contractor shall protect all existing survey monuments, brass caps, property corner markers, right-of-way monuments, and reference points from damage during his operations. If it is necessary to remove any of these to accomplish the Work, the Contractor shall hire a Surveyor licensed to practice in the State of Tennessee to reference and reset such monuments.

All costs required by this Supplementary Condition shall be merged with the other bid items and the Contractor will not receive any additional compensation."

G.C. - 5.03.A

Add the following after paragraph 5.03.A.3 of the General Conditions:

"5.03.A.4 Copies of these reports and drawings that are not included with Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Contractor is entitled to rely, as provided in Paragraph 5.03.B of the General Conditions, are incorporated therein by reference."



6.03.C Comprehensive General Liability (IF USING ISO NEW SIMPLIFIED CGL OCCURRENCE FORM)

CONTRACTOR:

- A. General Aggregate: \$2,000,000
- B. Products-Completed Operations Aggregate: \$2,000,000
- C. Personal and Advertising Injury: \$2,000,000
- D. Each Occurrence: \$2,000,000
- E. Fire Damage (any one fire): 1,000,000
- F. Medical Expense (any one person): \$5,000

6.03.D Automobile Liability:

- A. Bodily Injury: \$1,000,000 each person  
\$1,000,000 per accident
  - B. Property Damage: \$1,000,000 each occurrence
- Independent CONTRACTORS: \$1,000,000

6.03.E Coverage General Contractor Only:

- A. Umbrella/Excess Policy Amount: \$2,000,000

G.C. 6.03.I

Add the following after paragraph 6.03.I.5 of the General Conditions:

6. Contractor shall require all subs to carry at least \$500,000 limits in ALL areas described above and provide proof of insurance if required by the Owner.
7. All policies must contain a minimum 30-day notice of cancellation to the Owner.
8. All policies referenced herein shall name the Owner, its agents and executive officers as additional insured.
9. All insurance shall be maintained continuously during the life of the Contract including warranty period, but the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

10. The comprehensive general liability insurance shall include completed operations insurance.
11. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Engineer by certified mail.
12. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work. In addition, Contractor shall maintain such completed operations insurance for at least two (2) years after final payment and furnish owner with evidence of continuation of such insurance upon final payment and one (1) year thereafter. The Owner shall be named as an additional insured on the Contractor's general liability, automobile liability, and umbrella liability policies with respect to Contractor's and its Subcontractor's work under the Agreement. The insurance coverage described herein shall in no way limit or relieve Contractor from indemnifying and holding Owner harmless with respect to claims. Nothing herein shall be construed as a waiver of any immunities, defenses or tort liability limits that the City may have under the Tennessee Governmental Tort Liability Act or other applicable law.
13. Prior to commencement of work, Contractor shall procure and at all times thereafter maintain with an insurer acceptable to the Owner the above referenced minimum insurance protecting the Contractor and Owner against liability from damages because of injuries, including death, suffered by persons, including employees of the Owner, and liability from damages to property arising from or growing out of the Contractor's negligent operations in connection with the performance of this contract.

G.C. -6.04.A

Delete paragraph 6.04.A of the General Conditions in its entirety and insert the following:

"6.04.A Owner shall be responsible for purchasing and maintaining Owner's own liability insurance as it desires, and, at Owner's option, it may purchase and maintain such insurance as will protect Owner against claims which may arise from its operations under the Contract Documents."

G.C. -6.05.A

Delete paragraph 6.05.A of the General Conditions in its entirety and insert the following:

"6.05.A Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:"

G.C. - 6.05.A.1

Delete paragraph 6.05.A.1 of the General Conditions in their entirety and insert the following:

"6.05.A.1 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors, or others in the Work. Risk of loss will be borne by Contractor, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense."

G.C. – 6.06.A through 6.06.D

Delete paragraphs 6.06.A through 6.06.D of the General Conditions in their entirety.

G.C. -6.07.A through 6.07.B

Delete paragraph 6.07.A and 6.07B of the General Conditions in its entirety and insert the following:

"6.07.A Any insured loss under the policies of insurance required by Paragraphs 6.05 will be adjusted with Contractor and Owner and the proceeds made payable to Contractor and Owner."

"6.07.B Such proceeds shall be held by Owner and Owner shall serve as trustee for the insureds, as their interests may appear. Owner shall distribute the proceeds in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment."

G.C. - 7.04.C

Delete the first sentence of paragraph 7.04.C of the General Conditions and insert the following:

"The Contractor shall supply the Engineer with three (3) copies of all information and supporting data on each proposal or submittal made pursuant to Paragraphs 7.04.A.2 and 7.04.B, not less than ten (10) days prior to the bid opening date. If approved, the Engineer will approve such request in writing by Addendum."

G.C. – 7.12.C

Add the following to paragraph 7.12.C of the General Conditions:

"It is the Owner's policy to provide contractors performing work at/on Owner-owned facilities with a list of hazardous chemicals on site, and labeled containers of which are reasonably anticipated to be contained in unlabeled pipes, confined space, or other areas of hazardous chemical exposures, together with related Material Safety Data Sheets. It is the responsibility of the Contractor to properly

and adequately train their employees with respect to hazards presented by such chemicals and remedial measures to be taken in case of exposure."

G.C. - 9.06.A

Delete paragraph 9.06.A of the General Conditions in its entirety.

G.C. - 10.08.B through 10.08.C

Add the following to the end of both paragraphs 10.08.B and 10.08.C of the General Conditions:

"...except to the extent such is in conflict with the Contract Documents or applicable law, known to Engineer, and not disclosed to Owner upon discovery by Engineer."

G.C. - 10.08.D through 10.08.E

Delete paragraph 10.08.D through 10.08.E of the General Conditions in its entirety.

G.C. - 13.01.B.1

Add the following to the end of paragraph 13.01.A.1 of the General Conditions to read as follows:

"The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner and which are incurred consistent with provisions of Tennessee Statutes."

G.C. - 13.01.B.5.c

Delete paragraph 13.01.B.5.c of the General Conditions in its entirety and insert the following:

"13.01.B.5.c Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive payment in accordance with the latest approved edition of the Equipment Rental Rates and Construction Sign Rate Schedule of the Tennessee State Transportation Commission. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be agreed upon in writing before the Work is started.

13.01.B.5.c.1 Rental of equipment will be measured by time in hours of actual working time and necessary travel time within the limits of the Project. If special equipment ordered by the Engineer is to be used in connection with additional work, travel time to the Project will be measured for payment.

13.01.B.5.c.2 Payment will be made based on the number of hours as outlined above, the sum of which will have no percentage added thereto.

13.01.B.5.c.3 Standby time will be paid only on equipment ordered brought to the Project and/or ordered held on the Project by the Engineer. Equipment already on the Project to complete regular contract items will not be considered for payment for standby time.

13.01.B.5.c.4 No formal rate determination schedule will be required as stated in the "Equipment Rental Rates and Sign Rate Schedule;" however, the Contractor shall submit to the Engineer at the Pre-construction conference his proposed base and service rates schedule for each type, model, and size of equipment to be used on this Project. These rates must be approved by the Engineer and accepted by the Contractor before payment to the Contractor for utilization of these rental items is made.

13.01.B.5.c.5 Should there be no specific bid item for mobilization, mobilization for equipment, normally on the Project, that is involved in additional work shall be considered incidental to the payment provisions for mobilization made in the original Agreement."

#### G.C. – 13.03.E

Delete paragraph 13.03.E of the General Conditions in its entirety and insert the following:

"13.03.E Adjustments in unit prices for increased or decreased quantities of major pay items will be governed as follows:

- 13.03.E.1 If the quantity of any major pay item of Work required to complete the project varies from the original contract quantity by 25% or less, payment will be made at the contract unit price.
- 13.03.E.2 Should the original contract quantity of any major pay item of Work be increased or decreased by more than 25%, either party to the Agreement may demand in writing within fifteen (15) days that a Change Order be negotiated with an adjustment of contract unit prices satisfactory to both parties.

Where the original contract quantity of a major pay item is increased, the adjusted contract price will apply only to that portion of the pay item which is in excess of 125% of the original contract quantity. The adjusted contract unit price for the quantity of the major pay item which is in excess of 125% of the original contract quantity will be negotiated on the basis of the actual cost of the entire item, complete, in place, plus a negotiated allowance for profit and applicable overhead costs.

In the case where a major pay item is decreased by more than 25% from the original contract quantity, the adjusted contract unit price will apply to the quantity measured and accepted for payment. At the request of the

Contractor, adjustment of the contract unit price for the quantity of a pay item which is less than 75% of the original contract quantity will be considered, insofar as it justifies an increase in the pro rata share of the fixed expense chargeable to such pay item because of the decreased quantity of the item. However, total payment for the pay item shall not exceed that amount which would be paid for 75% of the original contract quantity for the pay item at the original contract unit price.

- 13.03.E.3 If neither party demands in writing, an adjustment of unit prices for major pay items of Work, within fifteen (15) days of proposed quantity adjustment, then the contract unit prices will govern.
- 13.03.E.4 No contract unit price adjustment as provided for herein will be made for any major pay item of Work for which the total amount of the adjustment is less than \$1,000.00.
- 13.03.E.5 For the purpose of this Supplementary Condition, major pay items are defined as any contract pay items having an original amount bid in excess of 5% of the total original Contract Price."

G.C. - 14.02.C

Add the following to paragraph 14.02.C of the General Conditions:

"The Contractor shall be responsible for payment of all costs associated with pressure-- leakage testing, material testing, asphalt and concrete mix designs, and for direct payment to the testing laboratory for all retests due to failing test results. These retesting costs must be paid before Final Payment."

G.C. - 14.07.A

Amend the first sentence of paragraph 14.07.A of the General Conditions to read as follows:

"If within one (1) year after the date of Final Payment, or such longer period of time as may be prescribed by Laws or Regulations..."

G.C. - 15.01.B.1

Amend the first sentence of paragraph 15.01.B.1 of the General Conditions to read as follows:

"By the date established for each progress payment (but not more often than once a month), Contractor shall prepare and submit to Engineer for review, an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents."

G.C. - 15.01.C.2.d

Add the following to paragraph 15.01.C.2.d of the General Conditions:

“In fulfilling his or her obligations under Tennessee Statute, Owner's representative may rely upon the recommendations of Engineer.”

G.C. - 15.01.C.2.e

Add the following to paragraph 15.01.C.2.e of the General Conditions:

“Owner shall make the progress payment as defined in the Agreement, provided the Application is in order and is approved.”

G.C. - 15.05.A

Add the following after paragraph 15.05.A of the General Conditions:

“15.05.A.1 Correction of Work Before Final Payment. The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to conform to the Agreement, whether incorporated in the Work or not, and where materials and/or Work have been condemned by the Owner, the Contractor shall promptly replace and re-execute his Work in accordance with the Contract Documents and without expense to the Owner, and shall bear the expense of all retests and making good all Work of other contractors destroyed or damaged by such removal or replacement or re-execution of the Work. Correction of any such condemned Work shall be a condition precedent to any further payment under the Agreement.

15.05.A.2 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work which has been damaged or which has not been done in accordance with the Contract Documents, the difference in value, together with a fair allowance for damage, as determined by the Owner, shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.”

G.C. - 15.06.A.3

Amend the last sentence of paragraph 15.06.A.3 of the General Conditions to read as follows:

“If any Subcontractor or Supplier fails to furnish a release or receipt in full, and to the extent permissible pursuant to Tennessee Statutes. Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.”

G.C. - 15.06.D.1

Delete paragraph 15.06.D.1 of the General Conditions in its entirety and insert the following:

"15.06.D.1 The Owner shall not be required to make Final Payment to the Contractor until such time as the provisions of Tennessee Statute Sections 66-11-205, have been fulfilled, the retained percentage will be paid within fifteen (15) days of the expiration thereof.

15.06.D.2 Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, Contractor, and Contractor's surety.

15.06.D.3 All warranties and guarantees from the Contractor, Subcontractors, Suppliers, etc., shall be delivered to the Owner and be of acceptable form and content as determined by the Owner before Final Payment is made."

G.C. - 15.07.A. through 15.07.B

Amend paragraph 15.07.A of the General Conditions to read as follows:

"A waiver of all claims by Owner against Contractor, except claims arising from unsettled claims for labor and materials, from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and,"

Amend paragraph 15.07.B of the General Conditions to read as follows:

"A waiver of all claims by Contractor against Owner other than those previously made known to Owner in writing and still unsettled."

G.S. - 16.02.D

Delete paragraph 16.02.D in its entirety.

G.C. - 16.02.E

Add the following immediately after paragraph 16.02.E of the General Conditions:

"16.02.E.1 Should an act of God result in substantial damage to all or a portion of the Work, or should the Owner's convenience necessitate termination in the sole discretion of the Owner, the Owner shall have the option of terminating the Agreement. If the Owner exercises the option to terminate, a Notice of Termination so providing will be issued. Such Notice of Termination may provide for the Contractor to perform any Work deemed by the OWNER as necessary to put the project in satisfactory condition for the termination of all Work. Payment to the Contractor shall be made in accordance with the

Agreement. Upon the issuance of Notice of Termination, the Contractor shall be relieved of further responsibilities for damage to the Work (excluding materials not already incorporated into the Work) and will not be required to perform any further Work other than that specified in the Notice of Termination.

- 16.02.E.2 When the Owner determines that the Work specified in the Notice of Termination has been completed, the Owner shall accept the Project, and immediately upon such acceptance, the Contractor will not be required to perform any further Work thereon, and shall be relieved of his responsibility for injuries to persons or property.
- 16.02.E.3 After acceptance of the Work, pursuant to the General Conditions, the Contractor will be paid for the Work done prior to termination. The Owner will determine the value of the partially completed Work as follows: The Contractor will be paid for all Work to date. This amount shall be computed by determining the percentage of Work completed prior to termination and multiplying that percentage against the Total Contract Price. The amount to be paid shall not exceed the amounts previously paid or due. The Contractor shall not be entitled to his anticipated profits for the Work which would have been performed, but for termination.
- 16.02.E.4 If, prior to such termination, the Contractor has placed an order for materials specially manufactured for the Project, which materials are not suitable for use in other projects of the Owner or sale to others in the ordinary course of the vendor's business, the Contractor will be paid the actual cost of the materials to the Contractor or the cancellation charges, if any, assessed by the vendor. The determination of whether the order shall be completed or canceled shall be made by the Owner. Any materials approved for payment by the Owner and Contractor shall become the property of the Owner and the actual cost of any further handling will be paid for by the Owner.
- 16.02.E.4 No payment will be made for materials which have been damaged and are not acceptable for incorporation in the Work in accordance with the requirements of the Agreement. The Contractor shall reimburse the OWNER for any amounts previously paid by the Owner for such unacceptable material, and agrees that the Owner may deduct the amount of such previous payment made by the Owner for any monies due or which may become due the Contractor. If the Owner has paid for acceptable materials not incorporated into the Work under the General Conditions, the Owner will have the option of taking title to all or any portion of such materials, or of receiving reimbursement from the Contractor for any amounts previously paid to the Contractor. The Contractor agrees to pay to the Owner upon demand any amounts previously paid for such materials, and agrees that the Owner may

deduct the amount of such previous payments from any monies due or which become due the Contractor.

G.C.- 16.02.G

Add the following paragraphs immediately after paragraph 16.02.G of the General Conditions:

“16.02.G Contractor's Responsibility on Receipt of Notice of Termination.

Upon receipt of Notice of Termination from the Owner, whether for default, convenience of the Owner, or otherwise, the Contractor shall:

1. Stop all Work under the Agreement on the date of, and to the extent specified in, the Notice of Termination.
2. Place no further orders or subcontracts for materials, equipment, or services except as may be necessary for completion of such portions of the Work specified in the Notice of Termination.
3. Cancel or terminate all orders of subcontracts to the extent that they relate to the performance of Work specified in the Notice of Termination; and,
4. Comply with all other requirements of the Owner as may be specified in the Notice of Termination.

16.02.H Subcontract Provision.

The Contractor shall insert in all subcontracts a provision that the Subcontractor shall stop all Work on the date of, or to the extent specified in, a Notice of Termination from the Owner and shall require the Subcontractors to insert the same provision in their subcontracts.

16.02.I Duty to Notify Subcontractors.

The Contractor shall immediately, upon receipt, communicate any Notice of Termination issued by the Owner to all affected Subcontractors.”

## SECTION 01010

### SUMMARY OF WORK

#### A. Project Identification:

##### **FY2016 Street Paving**

#### B. Project Summary:

This project consists of mill and overlay on Cool Springs Cove and various streets within Stonebridge Subdivision as depicted on the enclosed maps. Also included in the project are street repairs on Canada Road and the entrance to The Preserve Subdivision. Curb and gutter replacement will be conducted in mill and overlay areas as well as on Pine Point Drive and Canabridge Drive. All base failure repairs and curb and gutter replacement shall be conducted prior to new asphalt being placed.

A general description of the work includes the following; however, this is not an exhaustive list:

- Locations of street repairs will be marked by the City of Lakeland.
- Existing asphalt pavement shall be removed within the marked area. Edges shall be trimmed to a straight vertical line and tacked. All loose or disturbed pavement and base material shall be removed and disposed of.
- Where soft soils are encountered, the area shall be over excavated a maximum of three (3) feet and backfilled with sand. If the soils are still unsatisfactory, a nonwoven geotextile shall be installed in the bottom of the excavation prior to backfilling.
- Asphalt base repair shall be three inches (2") Mix No.1 TDOT 411.E surface course hot mix asphalt placed on eight inches (8") of a granular base (LA610). Street repairs shall have a total of three inches (3") of asphalt. Asphalt shall be installed according to City of Lakeland and TDOT Specifications. A prime coat shall be applied to the base prior to the placement of the asphalt.
- All designated streets shall be milled and a two inch (2") overlay placed. Asphalt overlay shall be Mix No.1 TDOT 411.E surface course hot mix asphalt. A tack coat shall be applied to the milled surface prior to placement of the asphalt.
- Location of curb and gutter replacement will be marked by the City of Lakeland.
- Curb and gutter shall be replaced in ten (10) foot sections per City of Lakeland Specifications.
- Temporary traffic control measures shall be used during all phases of construction. All attempts shall be made to keep at least one lane of roadway open. In the event of a road closure, the Owner shall be notified within 48 hours of the impending work. A traffic control plan for each location shall be submitted to the City Engineer for approval prior to construction.
- The contractor is responsible for all utility locates in the area of work and for those that may be affected by the construction. Coordination with utility company may be required.

- All construction material shall be removed and properly disposed of in accordance with State and local regulations within the time limits of the project. Removal and hauling away of all construction debris including unsuitable soils shall be the responsibility of the Contractor.
- Material/Density testing will be performed at the request of the Owner. Testing will be paid by invoice.

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. Field-verify dimensions indicated on drawings (when applicable) before fabricating or ordering materials. Do not scale drawings.
3. Notify Owner of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission from, or inclusion of, locations on the drawings, is not to be considered as the nonexistence of, or the definite location of, existing underground utilities. Do not remove or alter existing utilities without prior written approval.
6. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
7. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION



**STONEBRIDGE  
PAVING MAP**

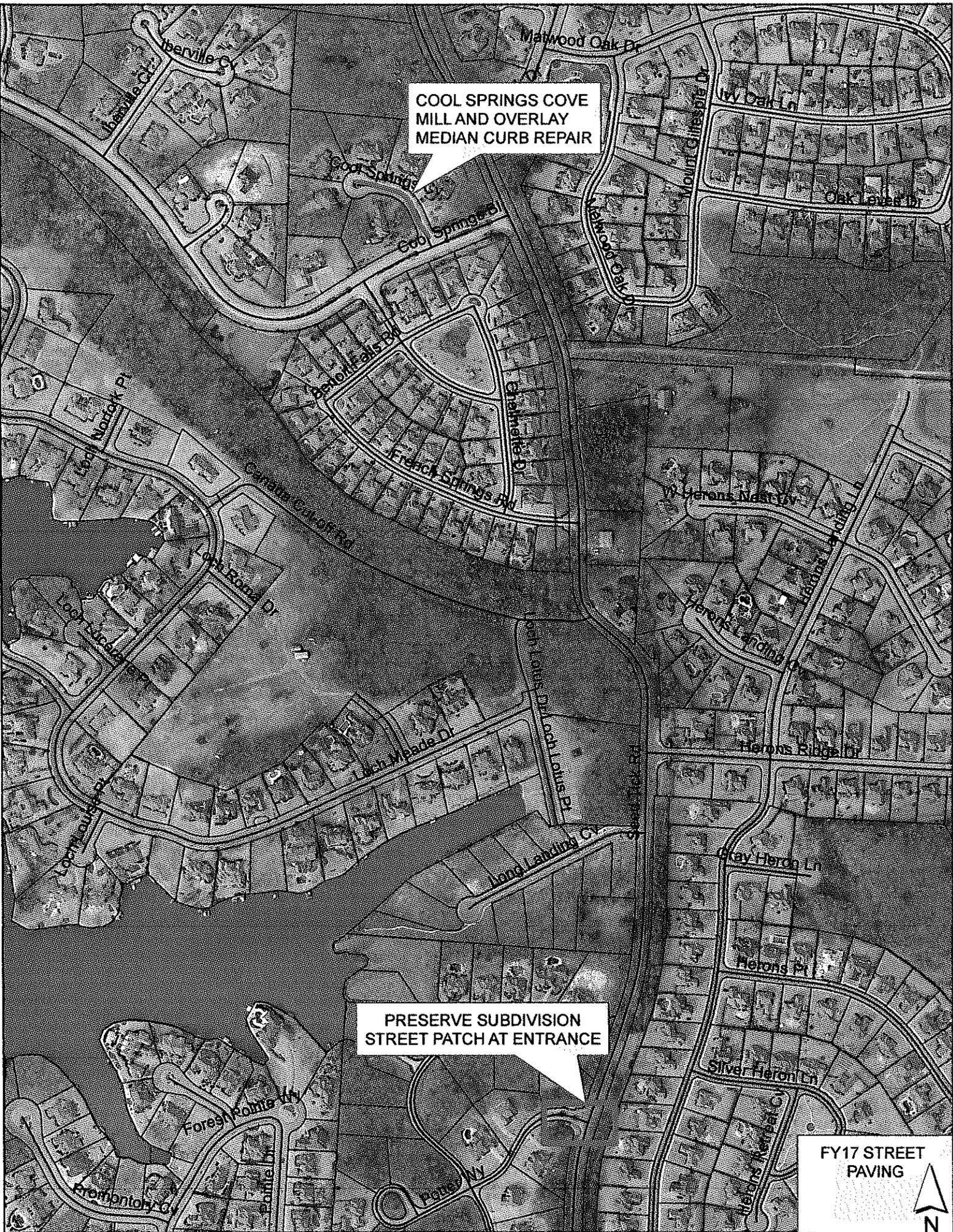
MILL AND OVERLAY



COOL SPRINGS COVE  
MILL AND OVERLAY  
MEDIAN CURB REPAIR

PRESERVE SUBDIVISION  
STREET PATCH AT ENTRANCE

FY17 STREET  
PAVING





**SECTION 01650**

**MEASUREMENT AND PAYMENT PROCEDURES**

**PART 1 – Description.**

All work completed under this Contract will be measured by the Engineering according to the bid items and to the construction drawings. Units of measurement and dimensions will be shown in these specifications.

**1.01 Payment**

A. Progress payments will be processed in accordance with the following schedule.

<u>Cut-Off Date</u>	<u>Date of Submittal</u>
September 23, 2016	September 30, 2016
October 21, 2016	October 28, 2016
November 18, 2016	November 25, 2016
December 23, 2016	December 30, 2016

Submit pay requests to the City by the dates of submittal listed above.

- B. Owner will make progress payments as defined in Article 5 of the Agreement, on the forms provided by the Engineer.
- C. If the Contractor elects to enter into a joint account agreement, two (2) pay requests and vouchers must be submitted. One pay request and voucher for the appropriate progress payment amount, the other for the retained amount.

**1.02 Measurement of Quantities**

Quantities shown on the bid schedule are estimated and are to be considered approximate. Actual constructed quantities will vary. The Contractor will be compensated only for those items and materials actually installed and approved as part of the project. No additional pay will be granted for items or materials not installed.

- A. Payment will be made for the work completed and stored materials less retained amounts in accordance with provisions of the contract documents.
- B. Payment amounts will be based on the scheduled values and mutually agreed upon percentage of completion for each item.

**1.03 Bid Item Descriptions**

The cost of all material and labor required to complete this project as specified and shown on the drawings, but not specifically included as a pay item, shall be included in the bid price of its related bid item. No extra pay shall be granted for items that are reasonably foreseen as necessary for the proper installation of an item.

### **PART 3 Execution**

#### **3.01 Measurement and Payment of Bid Items**

##### **A. Cold Planing of Asphalt Pavement**

1. Measurement of this item shall be by the number of square yards (SY) of asphalt planed and removed. Measurement shall be made on the surface of the existing asphalt cut and removed. This item shall include equipment, materials and labor to perform cold planing and cutting disposal. Payment shall be made by the contract unit price per Square Yard (SY).

##### **B. Furnish and Install Select Backfill (Sand)**

1. Measurement of this item shall be by the number of cubic yards (CY) of select backfill furnished and installed in place and approved. Quantities shall be verified and paid by haul ticket. This item includes excavation, disposal of existing material, furnishing and installing granular backfill, and compaction. Payment shall be by the contract unit price per Cubic Yards (CY) in place.

##### **C. Furnish and Install Granular Base (LA610)**

1. Measurement of this item shall be by the number of cubic yards (CY) of granular base furnished and installed in place and approved. Quantities shall be verified and paid by haul ticket. This item includes excavation, removal and disposal of existing base, furnishing and installing granular base, and compaction. Payment shall be by the contract unit price per Cubic Yards (CY) in place.

##### **D. Furnish and Install Prime Coat**

1. Measurement of this item shall be by the number of tons (Tons) of prime coat furnished and installed in place and approved. Quantities shall be verified and paid by haul ticket. This item shall include furnishing and placement of prime coat at a rate of 0.3 gal/SY. Payment shall be made by the contract unit price per Ton (Ton) in place.

##### **E. Furnish and Install Nonwoven Geotextile**

1. Measurement of this item shall be paid by square yard (SY) of nonwoven geotextile furnished and installed in place and approved. This item shall include furnishing and placement of geotextile in excavated areas. Payment shall be made by the contract unit price per Square Yard (SY) in place

##### **F. Furnish and Install Tack Coat**

1. Measurement of this item shall be by the number of tons (Tons) of tack coat furnished and installed in place and approved. Quantities shall be verified and paid by haul ticket. This item shall include furnishing and placement of tack coat at a rate of 0.10 gal/SY. Payment shall be made by the contract unit price per Ton (Ton) in place.

G. Furnish and Install Asphalt Patch

1. Measurement of this item shall be by the cubic yard (CY) of asphalt furnished, installed in place and approved. Measurement shall be made from the lines formed by the junction of new asphalt and old asphalt. Quantities shall be verified and paid by haul ticket. This item shall include furnishing and placement of new hot mix asphalt and compaction. Asphalt patch shall have a compacted thickness of no less than two inches (2") of hot mix asphalt pavement. Payment shall be by the contract unit price per Cubic Yard (CY) in place.

H. Furnish and Install Asphaltic Concrete Pavement (411-E)

1. Measurement of this item shall be by the number of tons (Tons) of hot-mix asphaltic concrete furnished and installed in place and approved. Measurements shall be made from the lines formed by the junction of new asphalt and old asphalt. Quantities shall be verified and paid by haul ticket. This item shall include furnishing and placement of new hot mix asphalt and compaction. New asphalt overlay shall have a compacted thickness of no less than two inches (2") of hot mix asphalt pavement after compaction. Payment shall be by the contract unit price per Ton (Ton) in place.

I. Remove and Replace 6-30 Concrete Curb and Gutter

1. Measurement of this item shall be paid by lineal foot (LF) of 6-30 concrete curb and gutter constructed in place and approved. Measurement shall be made on the surface of the new curb and gutter from the lines formed by the junction of the new concrete and old concrete. This item shall include excavation, forming, concrete, and all other materials needed to perform work. Payment shall be made by the contract unit price per Lineal Foot (LF) in place and approved.

J. Remove and Replace Inverted 6-30 Concrete Curb and Gutter

1. Measurement of this item shall be paid by lineal foot (LF) of inverted 6-30 concrete curb and gutter constructed in place and approved. Measurement shall be made on the surface of the new curb and gutter from the lines formed by the junction of the new concrete and old concrete. This item shall include excavation, forming, concrete, and all other materials needed to perform work. Payment shall be made by the contract unit price per Lineal Foot (LF) in place and approved.

K. Remove and Replace Dropback Concrete Curb and Gutter

1. Measurement of this item shall be paid by lineal foot (LF) of dropback concrete curb and gutter constructed in place and approved. Measurement shall be made on the surface of the new curb and gutter from the lines formed by the junction of the new concrete and old concrete. This item

shall include excavation, forming, concrete, and all other materials needed to perform work. Payment shall be made by the contract unit price per Lineal Foot (LF) in place and approved.

L. Furnish and Install Temporary Traffic Control

1. Measurement of this item shall be paid by lump sum (LS) for temporary traffic control furnished and installed. Payment shall be consistent with the percentage of work completed at the time of the request for payment. The lump sum payment shall cover all of the Contractor's activities in meeting traffic control requirements for the project. Flagging, replacement of traffic control devices damaged or destroyed from any cause whatsoever, furnishing and installing cones, wands, portable flashers, any barricades and channelizing devices will be incidental to Traffic Control and no separate payment will be made for any item or activity necessary to comply with this specification. Payment shall be made by the contract unit price per Lump Sum (LS) of work completed.

M. Material/Density Testing

1. Measurement of this item shall be paid by lump sum (LS) for density testing. Contractor performing testing shall be approved by the Owner prior to performing work. Payment shall be made by invoice from Geotechnical Engineer of actual testing performed. This item includes but is not limited to density testing. Payment shall be made by the contract unit price per Lump Sum (LS) of work completed.

**END OF SECTION**