

CONTRACT DOCUMENTS AND SPECIFICATIONS
GREENWAY RESURFACING PROJECT

CITY OF GALLATIN

ENGINEERING DIVISION
132 WEST MAIN STREET
GALLATIN, TENNESSEE 37066

DATE: July 8, 2014

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INVITATION TO BID
&
INFORMATION FOR BIDDERS

SECTION A

INVITATION TO BID

Sealed bids will be received by the City of Gallatin in the Finance Department, Room 106, City Hall, 132 West Main Street, Gallatin, Tennessee until 3:00 p.m. local time, **July 24, 2014**, at which time they will be opened and read aloud for GREENWAY RESURFACING PROJECT.

Plans, Specifications, Proposal Forms, and Contract Documents may be inspected at, and obtained from, the City's Finance Department on **July 10, 2014**, or by downloading from the City's home page www.gallatinonthemove.com under "Quick Links – Public Notice."

All bidders must be licensed contractors. The City of Gallatin reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

All bidders must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidders' errors and misjudgments, nor any information on local conditions or general laws and regulations.

The Plans, Documents, and Specifications contain the provisions required for GREENWAY RESURFACING PROJECT. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the blank form of proposal attached hereto. **Bids must be submitted in a sealed envelope clearly marked "BID – GREENWAY RESURFACING PROJECT."** Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

All bidders must be licensed contractors. **No bid will be opened if the following information does not appear on the envelope containing the bid.**

1. Bidder's Name
2. Address
3. Tennessee Contractor's License Number
4. License Expiration Date
5. Name of Project for which Bid is submitted
6. Name and License information for all Subcontractors who will perform work.

Proposals which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Invitation to Bid and Information for Bidders may be rejected at the option of the City. Bids must be written with typewriter, ink or indelible pencil; otherwise they may not be considered. Faxed bids will not be accepted.

The City of Gallatin reserves the right to disregard all nonconforming, nonresponsive, or conditional bids; to reject any or all bids; to limit quantities; to waive informalities; and to evaluate proposals and accept any proposal or any part of any proposal that is judged, in our opinion, to be of the best quality, value, and service to the City of Gallatin.

A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the bids, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted for 60 days after the hour and date designated for opening the bids.

All questions or explanations requested by Bidders shall be submitted in writing to the City in ample time to permit consideration before the bid date. Necessary replies will be issued to all bidders of record as Addenda and receipt thereof shall be acknowledged on the proposal. Bidders shall check with the City prior to bid opening to secure any Addenda that may affect bidding. Oral instructions will not be given and do not form a part of the Bidding Documents.

Contractor will be paid based on quantities complete and in place.

In case of default of the Contractor, the City may procure the articles of services from other services and hold the Contractor responsible for any excess cost occasioned thereby.

Bids must be executed in the Company name and signed by an officer or individual who has authority to bind the Company.

In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

All material and workmanship shall be subject to inspection. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

A change order will be issued only in the event of a change in the scope of work.

All bid proposals must include the following:

1. Sealed envelope with required information on the outside.
2. Bid Proposal Form
3. Drug-Free Workplace Affidavit.

The successful bidder must provide the following, each of which shall be in accordance with the contract documents:

1. Performance surety covering and including labor and materials in the amount of one hundred percent (100%) of the contract price. The performance bond will be released within 90 days after owner inspects all completed work and considers it acceptable.
2. Certificate of Insurance naming the **City of Gallatin** additionally insured with any exclusions listed, including
 - General Liability
 - Worker's Comp
 - Auto Insurance
3. Proof of Worker's Comp for all Subcontractors
4. W-9 Form, if a new vendor

Additional Requirements:

- The successful bidder will also be responsible for payment of all taxes levied under the laws of the State of Tennessee.
- The successful bidder shall have the responsibility to insure that all persons employed under a contract with the City, whether directly or by subcontract, be legal residents and be authorized to work in the United States.
- Affirmative Action compliance is required.

All interested parties, without regard to race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration.

Additional information may be obtained by contacting J.R. Smith at (615) 451-5899.

EQUAL OPPORTUNITY TITLE VI POLICY STATEMENT

It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgment is hereby made or receipt of Addenda Nos. _____, the provisions of which are incorporated herein.

Respectfully Submitted,

BY _____

TITLE _____

ADDRESS _____

TENNESSEE LICENSE NUMBER _____

Seal-If Bid is by Corporation

**BID PROPOSAL
INCLUDING DRUG FREE AFFIDAVIT**

SECTION B

PROPOSAL

ENGINEERING DIVISION
GALLATIN, TENNESSEE 37066

In response to the Invitation to Bid, the undersigned Bidder submits the following proposal for GREENWAY RESURFACING PROJECT within the City of Gallatin as described and specified in the drawings, contract documents, and technical specifications.

The Bidder declares that he has examined the Plans, Specifications, and Contract Documents for the work, and has read all the Special Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The quantities shown in the Proposal are approximate only and are subject to increase or decrease and, should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set out herein; and should the quantities be decreased, the undersigned will make no claim for anticipated profits.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder hereby agrees that if he is awarded the Contract for this Work, he will commence work upon receiving written "Notice of Award" and to fully complete the work as directed by the City Engineer.

The undersigned Bidder does hereby declare and stipulate that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract, the Specifications, and the Plans pertaining to the Work to be done.

**BID PROPOSAL
GREENWAY RESURFACING PROJECT**

In compliance with your legal Invitation to Bid for the City of Gallatin GREENWAY RESURFACING PROJECT, the undersigned Bidder, a corporation organized and existing under the laws of the State of _____, or a partnership of _____, or an individual doing business as _____ of the City of _____

State of _____, having examined the Specifications and Contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material and equipment necessary for the Project.

The Bidder shall complete all tables to establish his Bid. The undersigned further proposes to perform all work and furnish all equipment in accordance with the Specifications and Contract stipulations thereof, within the time limit specified, for the price so stated below.

BASE PROPOSAL: Bidder agrees to perform all sidewalk and handicap ramp installation as described in the specifications and shown on the bid schedule for the sum of _____ (\$ _____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BID SCHEDULE:

<u>Item Number</u>	<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
303-01	Mineral Aggregate Type A, Grade D	25 Ton	_____	_____
403-01	Tack Coat	0.60 Ton	_____	_____
411-01.07	ACS Mix (PG 64-22) Grading "E"	160 Ton	_____	_____
407-02.13	Removal of Asphalt Pavement	170 SY	_____	_____
407-20.05	Saw Cutting Asphalt Pavement	500 LF	_____	_____

Total Bid \$ _____

ESTIMATED QUANTITIES SHOWN ABOVE ARE FOR BIDDING PURPOSES ONLY. PAYMENT WILL BE MADE, USING UNIT COSTS SUBMITTED, BASED UPON ACTUAL LENGTHS INSTALLED, APPROVED AND ACCEPTED BY CITY.

Respectfully submitted:

Contractor

By: _____

Title: _____

Business Address: _____

Contractor's License No: _____

Telephone Number: _____

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT made as of the _____ day of _____, _____, by and between the OWNER: CITY OF GALLATIN, TENNESSEE, and.

WITNESSETH THAT the OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows: Installation of Sidewalks and Handicap Ramps.

Article 2. ENGINEER. The Project has been designed by the City of Gallatin City Engineer, 132 West Main Street, Gallatin, Tennessee. The City Engineer will act as the ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The Work for this Contract shall be completed within **Twelve (12) Weeks** after the date which the CONTRACTOR is to start the Work as provided in the Contract Documents.

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

_____ and _____ Cents
(\$_____) in accordance with the conditions and prices stated in the Proposal.

Article 5. PAYMENT. The OWNER will pay the CONTRACTOR upon completion and acceptance of all the Work covered in this Contract based on the unit prices stated in the proposal and quantities actually in place.

Article 6. MISCELLANEOUS.

6.1 Neither the OWNER nor the CONTRACTOR shall, without the prior consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies due or to become due without consent of the OWNER.

6.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligation contained in the Contract Documents.

6.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended, or repealed by a duly-executed written instrument.

Article 7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the time for completion as specified in the Contract is an ESSENTIAL CONDITION of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed, and that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within twelve weeks thereafter. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, \$100 for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the Work of the total Contract.

The same amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and, where under the Contract, an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

7.1 To any preference, priority, or allocation order duly issued by the Government;

7.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

7.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 7.1 and 7.2 of this article;

Provided, further, that the CONTRACTOR shall, within ten days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall

ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 The Contract Documents will consist of the following:

- A. This Agreement (5 pages, inclusive).
- B. Technical Specifications as listed in Section D of this document.
- C. Addenda (numbers ___ to ___ , inclusive).

8.02 There are no Contract Documents other than those listed above in this Article 8. Approved Shop Drawings and Samples, other Contractor's submittals and the reports and drawings of subsurface and physical conditions are not Contract Documents.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER: CITY OF GALLATIN,
TENNESSEE

CONTRACTOR: _____

BY: _____

BY: _____
JO ANN GRAVES, MAYOR

ATTEST:

CONNIE KITTRELL, CITY RECORDER

NOTICE OF AWARD

SECTION C

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: GREENWAY RESURFACING PROJECT

We have considered the Bid submitted by you for the above-described Work in response to our Invitation to Bid and are pleased to award the contract to your company.

You are required to execute the enclosed Agreement and furnish the required Contractor's Performance and Payment Bond within 10 calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said bonds within 10 calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

City of Gallatin
(Owner)

By: _____

Title: _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor

By: _____

Title: _____

This the _____ day of _____, 20__

TECHNICAL SPECIFICATIONS

SECTION D

STANDARD SPECIFICATIONS
FOR
MINERAL AGGREGATE BASE

1. Description

This work shall consist of furnishing and placing one or more courses of aggregates and additives, if required, on a prepared subgrade in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer. This work also includes furnishing and placing Maintenance Stone and Backfill Stone in accordance with these Specifications and the Plans.

2. Materials

All materials used in this construction, in addition to the general requirements of these Specifications, unless otherwise stipulated, shall conform to the following:

- a. Mineral Aggregate Base shall be crushed stone, Class A Aggregate Grading D, as specified in Subsection 903.05 of the TDOTSS, 2006, and all Special provisions pertaining thereto through the date of advertisement for this Contract.

<u>Sieve Size</u>	<u>Total Percentage by Weight Passing Sieves</u>
1-1/2 inch	100
1 inch	85-100
3/4 inch	60- 95
3/8 inch	50- 80
No. 4	40- 65
No. 16	20- 40
No. 100	9- 18

- b. Calcium Chloride shall meet the requirements of the AASHTO Specification for Calcium Chloride, Designation M-144 and shall be Type 2.

- c. Maintenance Stone and Backfill Stone shall be of quality and gradation as specified in Subsection 2a above. The Backfill Stone in the roadway or less than 5 foot from the outside edge of the roadway, curbs, gutters, and sidewalks shall be compacted to 100 percent of the Standard Proctor Density at 2 percent less than the optimum moisture content as determined by AASHTO T99 Method D.

3. Equipment and Construction Requirements

- a. Equipment and Construction Requirements shall conform to Subsections 303.05 to 303.12 of the TDOTSS, 2006, and all special Provisions pertaining thereto through the date of advertisement of this Contract. In addition, the following compaction will be required: Mineral Aggregate Base shall be compacted to 100 percent of the Standard Proctor Density at 2 percent less than the optimum moisture content as determined by AASHTO T99 Method D.
- b. The maximum speed of trucks hauling or traveling over any part of the project under construction shall be 10 m.p.h.

4. Method of Measurement

- a. Mineral Aggregate Base, Maintenance Stone, and Backfill Stone will be measured by the ton in place, as by the actual scale weight.
- b. All moisture in the Aggregate, at the time of weighing, in excess of eight percent will be deducted from the weight of the Aggregate.
- c. Any water added on the road will be at the Contractor's expense.

5. Basis of Payment

- a. The accepted quantities of Mineral Aggregate Base, Maintenance Stone, and Backfill Stone of the type specified will be paid for at the Contract unit price per ton, complete in place. This price shall be full compensation for all work, materials, including calcium chloride, where specified, and water, labor, and other incidentals required to complete the work in accordance with the Plans and Specifications.

STANDARD SPECIFICATIONS
FOR
TACK COAT

1. Description

This work shall consist of the application of bituminous material on a prepared base course, binder course, or existing pavement to provide a bond for superimposed course, in accordance with the requirements of these Specifications.

2. Materials

Subsection

Emulsified Asphalt, SS-1, SS-1h, CSS-1, CSS-1h, TST-1P, CQS 1h	904.03
Asphalt Cement, PG 64-22	904.01
Chemical Additive	918.09(B)

The ranges of application temperatures in degrees F(C) shall be as follows:

SS-1, SS-1h, CSS-1, TST-1P, CQS-1h,
and CSS-1h, 60-140° F (15-60° C)
PG 64-22, 70-22, 76-22, or 82-22 with Chemical
Additive 375-400° F (190-205° C)

When emulsified asphalt is used, water as approved by the Engineer may be added to the asphaltic emulsion and thoroughly mixed therewith in such proportion, not to exceed 30% by volume of added water, that the resulting mixture will give the desired cover of residual bitumen. The exact quantity of added water will be established by the Engineer.

3. Equipment and Construction Requirements

- a. Equipment and Construction Requirements shall conform to Subsections 403.03 to 403.05 of the TDOTSS, 2006, and all Special Provisions pertaining thereto through the date of advertisement of this Contract.
- b. Special care shall be given to the application of a “paint coat” of tack coat material to curbs, the edges of manholes and catch basins, and to the cold edge of bituminous material to secure an even coating of tack coat material so that a tight, waterproof bond is secured when the hot plant mix material is placed against these surfaces. The application rate of tack coat shall be as noted on Plans or as directed by the Engineer. Tack coat shall be applied only so far in advance of the paving operation as is necessary to obtain the proper condition of tackiness.

4. Method of Measurement

Bituminous material will be measured by the tons used in the accepted work, determined by the Engineer, and at the temperature of application.

5. Payment

Tack Coat will be paid at the Contract unit price per ton and shall be full compensation for all work, materials, labor, and incidentals required to complete the work in accordance with the Plans and Specifications.

STANDARD SPECIFICATIONS
FOR
ASPHALTIC CONCRETE SURFACE

1. Description

This work shall consist of an asphaltic concrete pavement composed of a mixture of coarse aggregate, fine aggregate, mineral filler, if specified or required, and asphalt cement, constructed on a prepared roadbed in accordance with the Specifications and in reasonably close conformity with the lines, grades, typical cross sections and rate of application shown on the Plans or established by the Engineer.

2. Materials

a. Asphalt Cement

1. Asphalt cement shall conform to the requirements of AASHTO Designation M 226 for Viscosity Grade AC-20.
2. Asphalt cement used with aggregate Grading D and E mixtures shall be treated with an anti-stripping additive as specified in Subsection 918.09(B) TDOTSS, 2006, and all special provisions pertaining thereto through the date of the advertisement for this Contract.

b. Mineral Aggregate

Mineral aggregates shall conform to the following requirements and Subsection 903.11, TDOTSS, 2006, and as revised by all Special Provisions dated through the date of the advertisement of this Contract, with the following exceptions and additions:

The Combined Grading:

The several aggregate fractions shall be sized, graded, and combined in such proportions that the resulting composite blend will meet one of the following grading requirements, as specified, together with the stipulations pertaining to the constituents of the blend hereinafter specified.

ASPHALTIC CONCRETE SURFACE COURSE
MIXTURE DESIGNATION

MASTER RANGE OF GRADATIONS

Total Percent Passing, by Weight

<u>Grading Sieve Size</u>	<u>D</u>	<u>E</u>
1/2"	95-100	95-100
3/8"	80-93	80-93
No. 4	54-76	54-76
No. 8	35-57	35-57
No. 30	17-29	17-29
No. 50	10-18	10-18
No. 100	3-10	3-11
No. 200	0-6.5	0-8

Grading E:

When Grading E is to be used as a surface for traffic lanes, the mineral aggregate shall be composed of not less than 50%, nor more than 80 percent crushed limestone, and not more than 50% or not less than 20% natural sand, slag sand, sand manufactured from gravel or other approved non-skid aggregates, or any combination of these materials, except as herein specified.

The sand percentage on the job mix formula shall be in the range of 20- to 50%. However, if needed to meet or improve the specified design criteria, the limestone and sand percentage may be altered by the numerical value of 5% from the percentage shown by the Contractor on the original job mix formula. If the aggregate percentages shown on the original job mix formula are altered, the Contractor shall submit a new job mix formula using the aggregate percentages shown on the Design.

When Grading "E" is used for surfacing of shoulders or other nontraffic lane construction, the mineral aggregate may be composed entirely of limestone including Size No. 10 (Screenings) and manufactured sand, but in no case shall the mineral aggregate for this construction consist of less than 50% limestone.

3. Composition of Mixtures

- a. The asphaltic concrete surface shall be composed of aggregate, filler if required, and bituminous material. The mix shall meet all applicable requirements of Subsection 407.03 of TDOTSS 2006.

- b. The proportions by weight of the total mixture shall be combined in such proportions as to produce mixtures within the following master composition limits.

Proportions of Total Mixture, Percent by Weight

<u>Surface Courses</u>	<u>Combined Mineral Aggregate</u>	<u>Asphalt Cement</u>
Grading D and E*	93.0 – 94.7%	5.3 – 7.0

*If Grading “E” is used as a roadway surface mix, the above proportions shall be changed to 93.0-95.5 and 4.5-7.0 for mineral aggregate and asphalt cement respectively.

4. Equipment

All the equipment necessary for the construction shall be approved before the work will be permitted to begin. The equipment shall meet the requirements of Subsections 407.04 through 407.08, TDOTSS, 2006, and as revised by all Special Provisions dated through the date of advertisement for this Contract.

5. Construction Requirements

- a. The construction requirements shall be as prescribed in Subsection 407.09 through Subsections 407.18 of TDOTSS, 2006, and the requirements listed below.
- b. The Plans will indicate whether the bituminous pavement is to be constructed on an asphalt base or an existing surface.
- c. When bituminous mixes are placed upon existing bituminous pavement, any areas containing excess bitumen and any failures in existing pavement shall be removed to a depth indicated by the Engineer and backfilled with crushed stone base up to the bottom of the surrounding pavement structure and with appropriate asphaltic base, leveling, or surface material to the existing surface, all as directed by the Engineer. Crushed stone base material, asphaltic base, leveling, and surface materials to be paid at the Contract Unit Price for those items. The existing pavement surface shall be thoroughly cleaned of all dirt and loose particles prior to the application of tack coat as specified in Specifications for Tack Coat.
- d. The joints between new asphaltic pavement and bridges, concrete pavement, etc. shall have a joint prepared with the existing pavement by grinding, scarifying or saw cutting the existing pavement for a length of six foot, the full width of the existing pavement, and to the depth of the overlay of new material. The six-foot length of cut may be a wedge cut varying from zero to the required depth over six foot. On new construction projects, all joints shall be constructed as above.

- e. Thickness shall be controlled during the spreading operation by frequent measurements taken of the freshly spread mixture to establish relationship between the noncompacted mixture and the completed course. Thickness or pounds per square yard shall be within reasonably close conformity with that specified on the Plans.

6. Method of Measurement

- a. Asphaltic concrete surface shall include mineral aggregate and asphaltic cement. Measurement shall be by the ton of 2,000 pounds of asphaltic concrete surface accepted and placed as indicated or directed.
- b. Material for tack coat will be measured for payment as prescribed in the Specifications for tack coat.
- c. Adjustment of sewer manholes and castings will be measured for payment as prescribed in its Specifications.
- d. No allowance will be made for unacceptable material, for material used in replacing defective or condemned construction, or for materials wasted in handling, hauling, or otherwise.
- e. The surface measurements of any pavement, base or subbase removal shall be made in square yards by the Engineer prior to backfilling.

7. Basis of Payment

- a. The accepted quantity of Mineral Aggregate and Asphalt Cement (AC-20) for Asphaltic Concrete Surfaces, complete in place, shall be paid for at the Contract unit price per ton listed in the Bid Schedule. This price shall be full compensation for all work, materials, labor and other incidentals required to complete the work in accordance with the Plans and Specifications.
- b. The acceptance of the mixture shall be as determined in Subsection 407.20(B) of TDOTSS, 2006, and all special Provisions pertaining thereto through the date of the advertisement for the Contract.