

ATTACHMENT 1

PROJECT SUMMARY

CITY OF HUNTINGTON 2026 PAVING PROGRAM

Date: July 30, 2026

This contract shall be for the resurfacing of various City of Huntington streets as identified in Appendix A. The work shall consist of the Contractor furnishing all materials, equipment, labor, and incidentals necessary for satisfactory completion of the project.

GENERAL CONSTRUCTION NOTES

1. Unless otherwise noted, all construction methods and materials shall be in accordance with applicable sections of the West Virginia Department of Transportation Division of Highways (WVDOH) Standard Specifications, Roads and Bridges, adopted 2023 (WVDOH Specifications), Supplemental Specifications dated, January 2026, Standard Details, Volume 1, dated, May 2016, Volume 2, dated January 2019 and the revised Standard Details (WVDOH Standard Details), Typical Sections and Related Details, dated, 2019.
2. The Contractor shall locate and protect existing utilities, storm water piping, culverts and structures and all other facilities from damage by equipment or personnel. The Contractor shall contact WV811 for field marking of utilities prior to beginning construction. The Contractor agrees to be fully responsible for any damage to existing utilities. Any damage to existing utilities or facilities during the duration of the project shall be immediately repaired such that full service is restored. The Contractor shall notify the City and the Engineer of any damage to utilities prior to commencement of construction.
3. Contractor shall promptly report any concealed conditions that affect or potentially affect the proposed work as indicated. After reporting, do not proceed with work in this area until direction is given from the Engineer or the City. Do not remove features that appear to be original or historic in nature without first consulting with the Engineer or City. Properly document conditions with photographs and/or video. Existing pavement brick that is dislodged or removed shall be stored and delivered to the City.
4. All disturbed areas, including the Contractor's laydown space, materials storage and staging areas shall be restored to original or better condition, including positive drainage. The Contractor shall seed and mulch all disturbed areas. There will be no measurement and payment for restoration of these areas.
5. All broken concrete, asphalt, trash, rubbish, organics and other unsuitable materials shall be legally disposed of off-site by the Contractor and at no additional expense to the City.
6. All loose materials (soil, stone, pavement, etc.) shall be kept within the limits of construction. When the construction barriers are moved to different locations, the cleanup of the areas outside the barriers shall occur immediately.
7. Earthwork is considered unclassified. No separate or additional payment will be made for rock excavation.
8. The Contractor shall maintain positive drainage and erosion and sediment control throughout the duration of the Project. Erosion and Sediment Control shall be incidental to Item 204001-000 Mobilization.
9. Unless otherwise noted, existing signage within the proposed work limits may be temporarily removed, then replaced at the completion of the work.
10. The quantities listed herein are estimates. The City will pay for quantities actually in place. The City reserves the right to vary the quantities up to 50 % with no change in unit price, except for optional items that may or may not be completed as part of this project.
11. The bituminous paver will be equipped with an automatic grade and slope control device. In superelevated sections, the Contractor will determine the existing cross slopes prior to paving in order to correct the finished pavement. The automatic grade control will utilize a 9 meter ski on all courses. The cross slope corrections will be made in the base courses.

2.0 GENERAL CONDITIONS

2.1 Bidder Requirements

All General Contractors and Subcontractors performing work within the City of Huntington shall obtain and maintain a current City of Huntington Business License and shall comply with all applicable City ordinances, permitting requirements, and laws of the State of West Virginia. In addition to the required documentation in the City of Huntington Bid Packet, the Bidder is required to provide the following:

- West Virginia Contractor's License
- Evidence of current prequalification status with the WVDOT/DOH
- Certificate of Liability Insurance
- West Virginia Business Registration Certificate
- City of Huntington Business License and Permit documentation

Failure to maintain required licenses, registrations, permits, or tax filings may be grounds for rejection of a bid or other action authorized by law.

2.2 Contract and Contract Documents

The Contract includes the Invitation for Bids, Bid Form, Contract Forms, Bid Bond, Performance Bond, Payment Bond, specifications, special provisions, plans, notice to proceed, any change orders and other supplemental agreements that are required to complete the construction of the work in an acceptable manner

2.3 Materials, Services, and Facilities

The Contractor shall provide and pay for all materials, labor, equipment, tools, transportation, and services necessary to complete the project unless otherwise noted in the Contract Documents.

2.4 Construction Layout

The Contractor shall establish horizontal and vertical control as necessary for proper layout of the work.

2.5 Contractor Insurance Obligations and Retainage

The Contractor agrees to indemnify, defend and hold the City harmless against any property damage or personal injury claim as a result of any activity resulting from this project. The Contractor shall carry general liability insurance in amounts equal to or in excess of \$1,000,000 per occurrence/claim and shall name the City as an additional insured on its liability policy.

The Contractor shall remove all debris and leave the site in a clean and orderly condition following the completion of the work. The City will hold a 10% retainage pending final acceptance of the job.

The Contractor shall guarantee that his work is free from defects for one (1) year after acceptance of the project by the City.

2.6 Weather Conditions

In the event of temporary suspension of work due to inclement weather, or whenever the Engineer shall direct, the Contractor shall then cause his subcontractors to carefully protect their work and materials against damage or injury. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or his Subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

2.7 Responsibility of Avoiding Structures

The Contractor shall assume full responsibility for the protection of all property in the vicinity of the project. The Contractor shall notify the Engineer if their work encroaches on structures in the area of the project. The

Contractor is responsible for all tree trimming within the City Right of Way that interferes with milling or paving operations. This work shall require prior approval from the Engineer or his/her authorized representative. The Contractor shall replace or repair anything damaged as a result of his work at no additional cost to the City. The Contractor shall be responsible for notifying all utility companies prior to any construction and shall also be responsible for having any utility lines, valves, meters, manholes, etc. relocated or adjusted that may interfere with the completion of this project. The cost and scheduling of utility relocations shall be incidental to Item 204001-000 Mobilization and shall be performed at no additional cost to the City.

In work areas containing brick and/or granite street paving, curbs and gutter, the Contractor shall protect these materials from damage due to milling operations, tack distribution, and heavy trucks on exposed edges of curb, gutter or sidewalk. The Contractor shall be responsible for such damages based on the judgment of the Engineer.

2.8 Traffic Control

It shall be the responsibility of the Contractor to notify the City Traffic Engineering Department, the Engineer and the local residents of traffic and parking disruptions 24 hours prior to beginning work.

A minimum of one lane of traffic is to be maintained on all streets whenever possible. The Contractor shall provide adequate cones, signs, and flag persons with appropriate clothing and equipment to control traffic during all phases of the operation. Please note that Flaggers are required when temporarily maintaining a single lane of traffic on a two-way street.

The Contractor shall provide reflective cones, barrels, or lighted barricades to mark all raised obstructions due to milling (i.e. manholes and drainage inlets). Costs for all traffic control are incidental to the project. The Contractor shall anticipate heavy pedestrian traffic in downtown areas and shall provide measures to protect the work and the public.

The Contractor shall have the option of conducting operations within commercial districts at night. Auxiliary lighting, special equipment and other requirements for night operations shall be the responsibility of the Contractor. Additional costs of night operations shall be incidental to the project. Night work shall follow WVDOH guidelines whenever possible, and the schedule must have prior approval of the City.

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. The Contractor shall have due regard to the location and maintenance of detours and to the provisions for handling traffic.

2.9 Cleanup

It shall be the responsibility of the Contractor to keep the construction area clean from trash and debris at all times.

The pavement surface (milled or otherwise) shall be swept and cleaned prior to application of asphalt material. The final pavement surface shall be clean and free of mud, dirt, gravel, rock, trash and debris.

Cleaning and sweeping shall be incidental to Item 204001-000, Mobilization.

The final cleanup shall be reviewed by the Engineer prior to final payment.

2.10 Superintendence by Contractor

The Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor.

2.11 Changes in Work

No changes in the work will be allowed without prior approval of the City. Changes will be accounted for by unit bid prices, an agreed lump sum, or the actual cost of labor, materials, rental costs, and other applicable costs.

2.12 Time of Completion

The project shall be substantially complete within 3 months after the Notice to Proceed is issued. All work shall be performed on a Monday through Friday schedule unless otherwise approved by the City.

2.13 Performance and Payment Bonds

At the time of the execution of this contract, the successful Bidder shall execute and deliver to the City, Performance and Payment Bonds payable to the City of Huntington, both in the amount of one hundred percent (100%) of the contract price. As an alternate, the successful Bidder may furnish cash bonds or U.S. Government Bonds in the amount of one hundred percent (100%) of the contract price for each of the Performance and Payment Bonds. Firms may also elect to provide the City with an irrevocable standby Letter of Credit in the amount of two hundred percent (200%) of the contract price, with the City as beneficiary, issued by a reputable lending institution with terms satisfactory to the City and its legal counsel in lieu of Performance and Payment Bonds. Sample Performance and Payment Bonds are attached in Appendix C.

2.14 Workers Compensation

The Contractor shall comply with all Worker's Compensation insurance laws as required by State and Federal laws.

3.0 TERMS AND CONDITIONS FOR CONSTRUCTION AGREEMENTS

These Terms and Conditions apply to Construction Agreements entered into between the City and Bidder and dominate over any competing terms made a part of the Construction Agreement.

- 3.1 DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Cabell County, West Virginia or the Federal District Court for the Huntington Division of the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Bidder acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
- 3.2 NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.
- 3.3 GOVERNING LAW** – The Agreement shall be deemed to be executed in the City of Huntington, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 3.4 TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Bidder or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Bidder or any other party.
- 3.5 PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
- 3.6 INTEREST** – Any language imposing any interest or charges due to late payment are deleted.
- 3.7 RECOUPMENT** – Any language in the Agreement waiving the City's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 3.8 FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 3.9 STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Bidder or any lessor, individual, or other party are deleted.
- 3.10 SIMILAR SERVICES** – Any provisions limiting the City's right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
- 3.11 ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney's fees, costs of collection, or court costs of Bidder or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.

- 3.12 ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days written notice to the Bidder. Bidder agrees not to assign the Agreement to any person or entity without the City’s prior written consent, which will not be unreasonably delayed or denied.
- 3.13 LIMITATION OF LIABILITY** – Any provision limiting the Bidder’s liability for direct damages to person or property or limiting the Bidder’s liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Bidder’s liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 3.14 RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Bidder.
- 3.15 TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Bidder for actual costs incurred or losses sustained during the current fiscal year due to termination by the City prior to the end of any current agreement term.
- 3.16 RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
- 3.17 INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Bidder as beneficiary or as an additional insured is hereby deleted.
- 3.18 RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
- 3.19 NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
- 3.20 ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 3.21 DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 3.22 CONFIDENTIAL INFORMATION** – Bidder acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the “Freedom of Information Act”) and W.Va. Code § 6-9A-1 *et seq.* (the “Open Governmental Proceedings Act”). Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Bidder at the City’s sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.
- 3.23 WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
- 3.24 PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Bidder to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such

provision shall be valid or enforceable. No prices or costs may be increased by Bidder until and unless notice of proposed increase is provided to City by Bidder and agreed to in writing by City.

- 3.25 AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Huntington.
- 3.26 LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Bidder. Notwithstanding, this provision shall not be construed to prevent Bidder or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

APPENDIX A (ROUTE LOCATIONS)

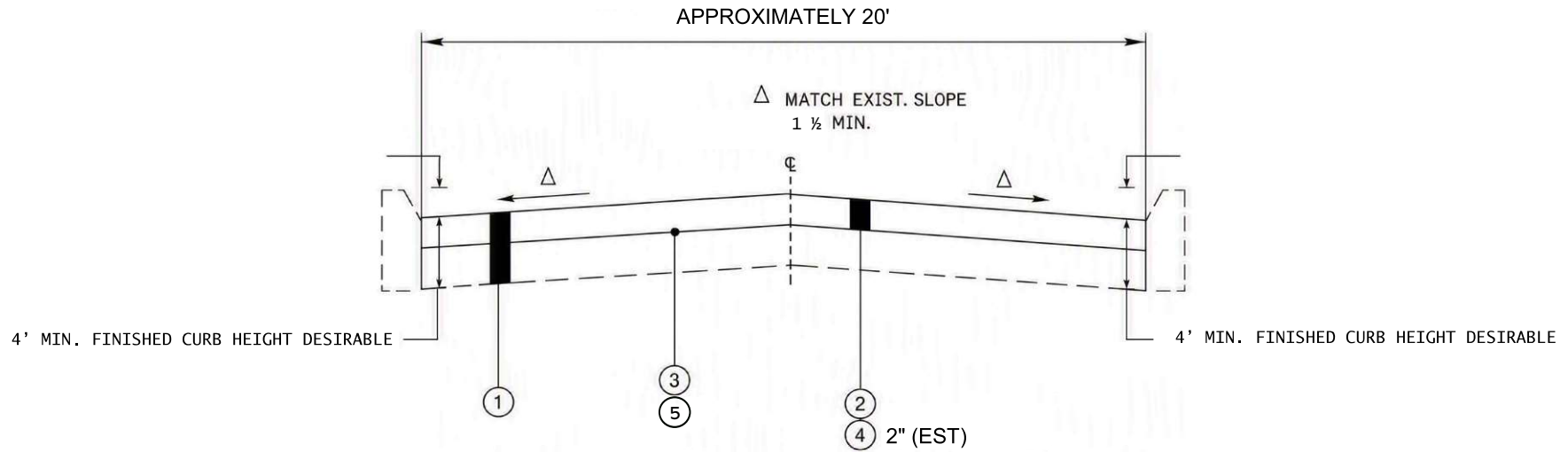
CITY OF HUNTINGTON – 2026 PAVING PROGRAM

The following locations are based on the Huntington Route List provided for the Project. Lengths and Surface Areas shown are approximate.

District	Street	From	To	LENGTH (FT)	AREA (SY)
1	Bernard Sreet	301	351	470	1,045
1	Auburn Road	Waverly Road	East Road	4,190	10,335
	Piedmont Road	2900	Camden Road	740	2,330
2	Van Buren Avenue	12 th Street	13 th Street	420	945
2	10 th Street West	Jefferson Avenue	Madison Avenue	360	980
2	11 th Street West	Washington Avenue	Adams Avenue	360	1,200
3	2 nd Avenue	21 st Street	22 nd Street	440	1,270
3	1 st Street	5 th Avenue	7 th Avenue	960	3,250
3	9 th Street	5 th Avenue	7 th Avenue	940	5,665
3	6 th Avenue	8 th Street	10 th Street	890	5,260
4/5	9 th Avenue	8 th Street	14 th Street	2,960	13,180
6	Honeysuckle Lane	5 th Street Road	168 Hamill Road	1,580	3,645
6	Foster Road	5 th Street Road	Ridgewood Road	1,620	4,200
6	Woodhaven Drive	5 th Street Road	97 Woodhaven	2,595	6,790
7	Hidden Avenue	28 th Street	2812 Hidden Avenue	750	1,170
7	Sycamore Street	Norway Avenue	St. Louis Avenue	945	2,122
7	Norway Avenue	Avondale Road	Saltwell Road	3,900	8,710
7/9	Saltwell Road	Norway Avenue	Sumner Avenue	1,810	3,665
8	Irvin Avenue	29 th Street	30 th Street	945	2,110
9	40 th Street	Rt. 2 Railroad	5 th Avenue	632	1,485
9	38 th Street	3 rd Avenue	To the Railroad	870	1,435
9	4 th Avenue	Intersection of 5 th Avenue	36 th Street	1,005	2,240

APPENDIX B (CONSTRUCTION DOCUMENTS)

The typical sections for the various routes are approximate in nature and may not cover all situations encountered in the field. The Contractor will work with the Engineer for any field changes necessary to complete the project. Refer to the General Construction Notes provided in the Project Summary for governing specifications and other criteria.



LEGEND

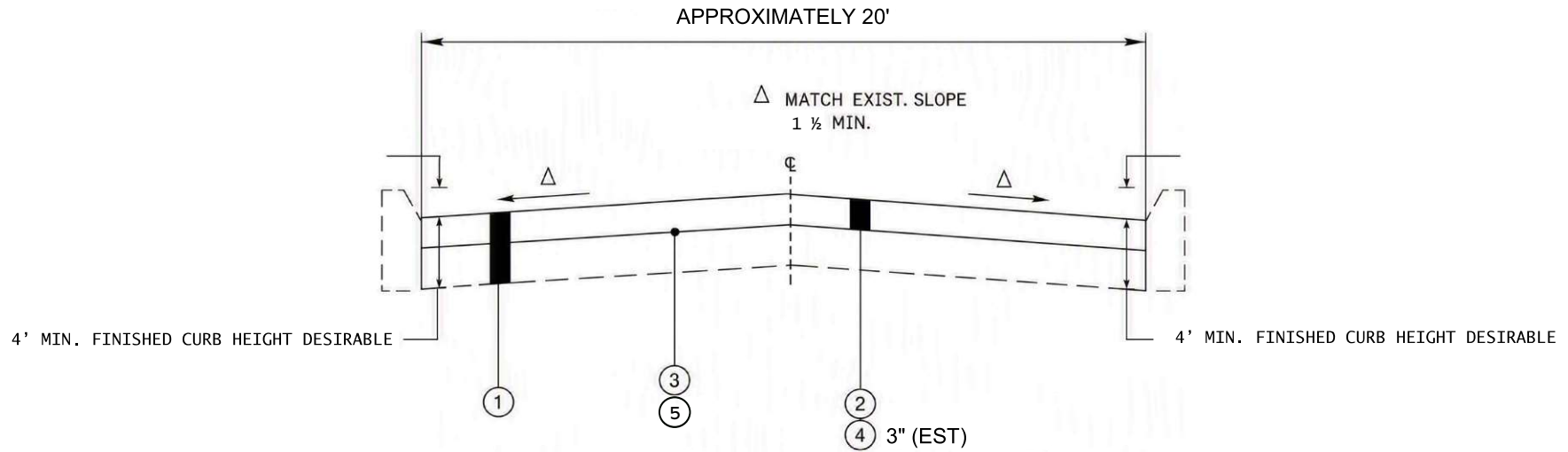
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER CONCRETE)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Bernard Street

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	56
207034-000		Fabric for Separation	SY	167
228001-000		Subgrade Preparation	SY	167
408002-001		Asphalt Material	GA	80
415005-001		Standard Milling	SY	640
636011-001		Traffic Control Device	UN	2,020
636014-001		Flagger	HR	30
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	28
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	28
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	56
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	53
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	35
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	33
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	35



LEGEND

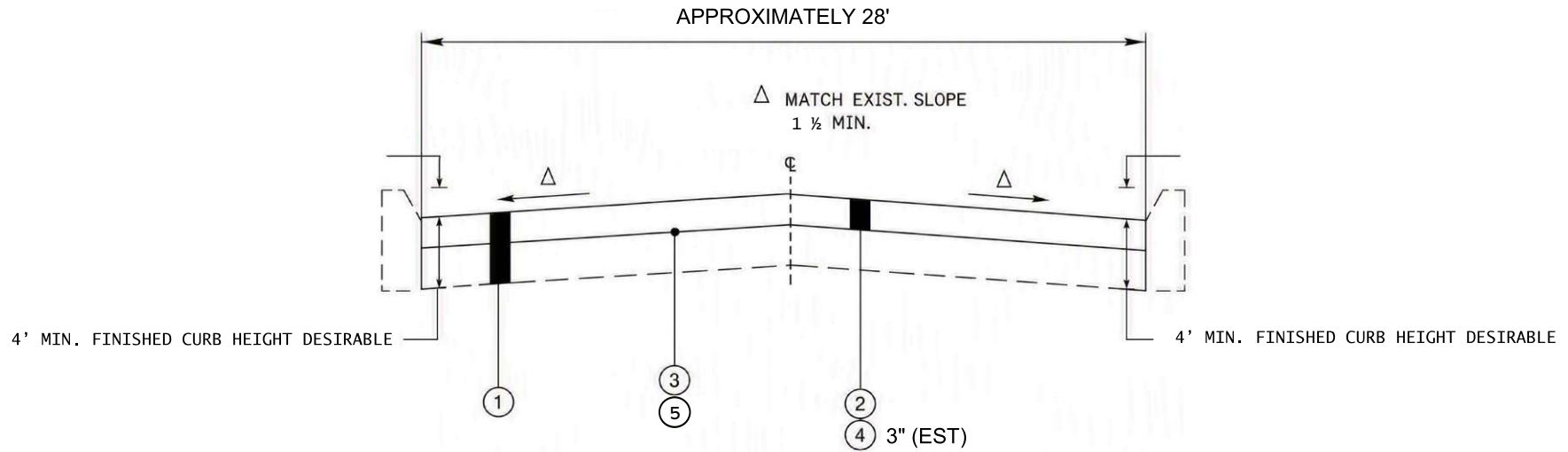
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Auburn Road

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	830
207034-000		Fabric for Separation	SY	2,500
228001-000		Subgrade Preparation	SY	2,500
408002-001		Asphalt Material	GA	1,210
415005-001		Standard Milling	SY	9,307
605012-003		Adjust Inlet, Type F	EA	2
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	1,030
636011-001		Traffic Control Device	UN	4,100
636014-001		Flagger	HR	240
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	8,300
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	417
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	417
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	826
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	788
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	1,046
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	998
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	513



LEGEND

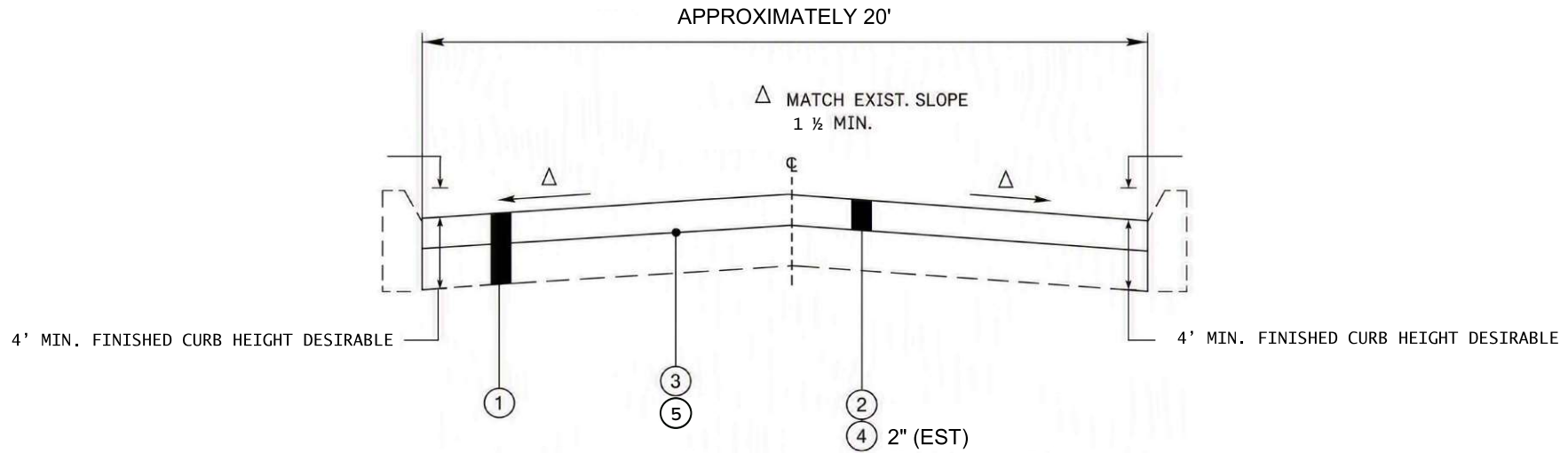
- 1 EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG BASE - ASSUMED)
- 2 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- 3 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- 4 415005-001 MILLING
- 5 N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Piedmont Road

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	388
207034-000		Fabric for Separation	SY	1,165
228001-000		Subgrade Preparation	SY	1,165
408002-001		Asphalt Material	GA	305
415005-001		Standard Milling	SY	2,335
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	220
636011-001		Traffic Control Device	UN	3,870
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	1,540
663004-011		Channelizing Line, Type V - 8 Inch	LF	75
663005-011		Stop Line, Type V - 24 Inch	LF	25
663006-010		Crosswalk Line, Type V - 12 Inch X 6 Feet	LF	30
663010-011		Multi Directional Lane Assignment Arrow, Type V	EA	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	195
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	195
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	386
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	369
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	262
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	250
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	129



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

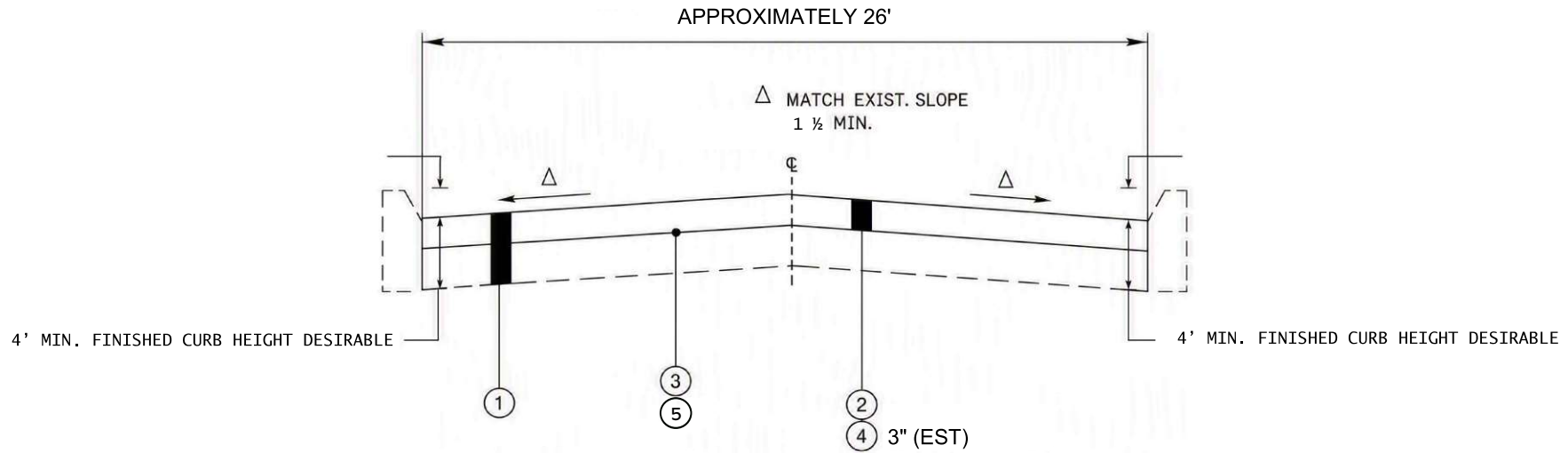
NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Public Roads Div.	State Dist. No.	State Project No.	Federal Project No.	County
WV	2	N/A	N/A	CABELL

Van Buren Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	200
207034-000		Fabric for Separation	SY	600
228001-000		Subgrade Preparation	SY	600
408002-001		Asphalt Material	GA	120
415005-001		Standard Milling	SY	930
636011-001		Traffic Control Device	UN	740
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	119
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	119
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	236
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	225
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	40
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	38
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	20



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER BRICK)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

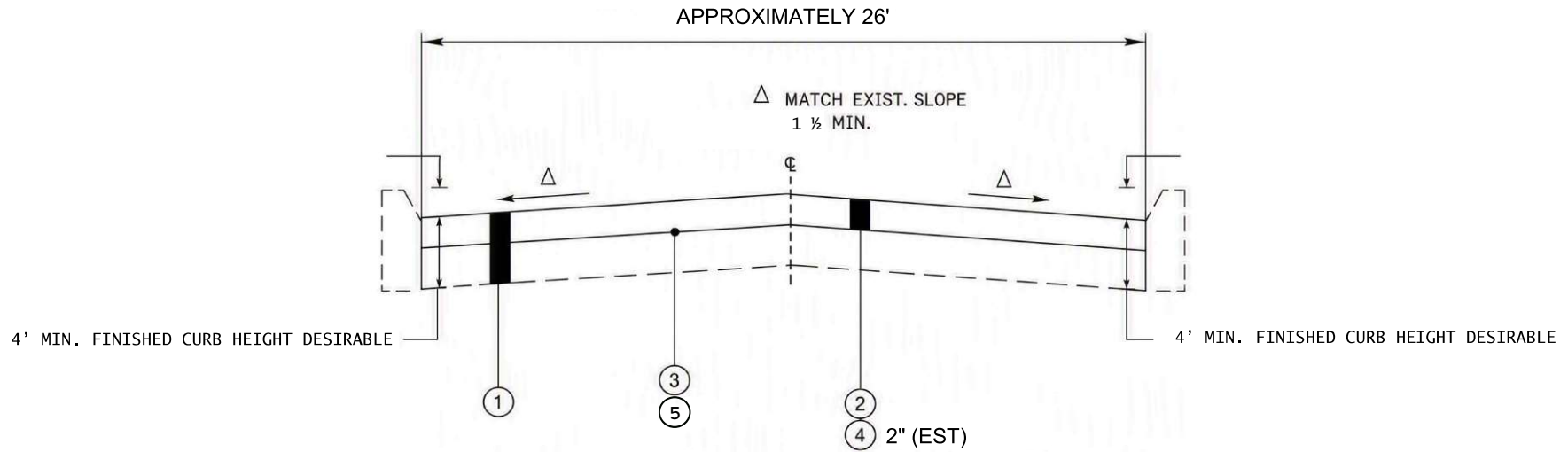
Public Roads Div.	State Dist. No.	State Project No.	Federal Project No.	County
WV	2	N/A	N/A	CABELL

10th Street West

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	35
207034-000		Fabric for Separation	SY	90
228001-000		Subgrade Preparation	SY	90
408002-001		Asphalt Material	GA	135
415005-001		Standard Milling	SY	1,040
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	2,620
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
670023-001		Adjusting Valve Box	EA	2
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	15
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	15
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	30
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	20
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	117
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	112
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	58

11th Street West

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	20
207034-000		Fabric for Separation	SY	50
228001-000		Subgrade Preparation	SY	50
408002-001		Asphalt Material	GA	155
415005-001		Standard Milling	SY	1,200
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	2,500
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
663005-011		Stop Line, Type V - 24 Inch	LF	30
663006-010		Crosswalk Line, Type V - 12 Inch X 6 Feet	LF	60
670023-001		Adjusting Valve Box	EA	4
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	9
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	9
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	17
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	16
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	135
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	129
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	66



LEGEND

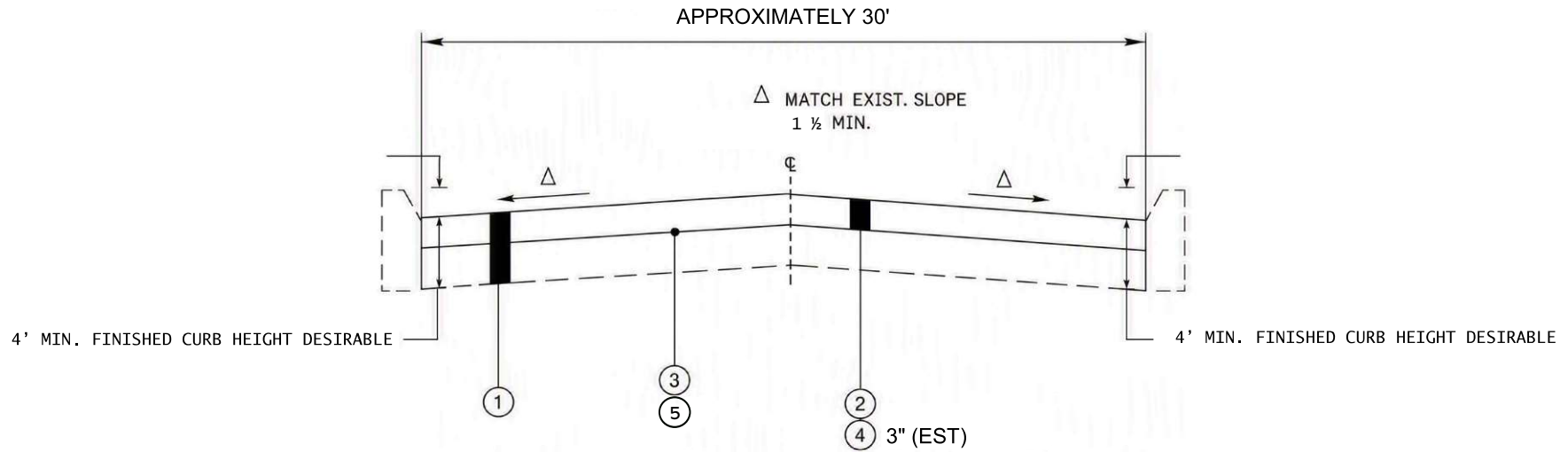
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER CONCRETE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

2nd Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	35
207034-000		Fabric for Separation	SY	100
228001-000		Subgrade Preparation	SY	100
408002-001		Asphalt Material	GA	165
415005-001		Standard Milling	SY	1,275
636011-001		Traffic Control Device	UN	2,520
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	17
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	17
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	33
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	32
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	145
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	138
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	70



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER BRICK)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

1st Street

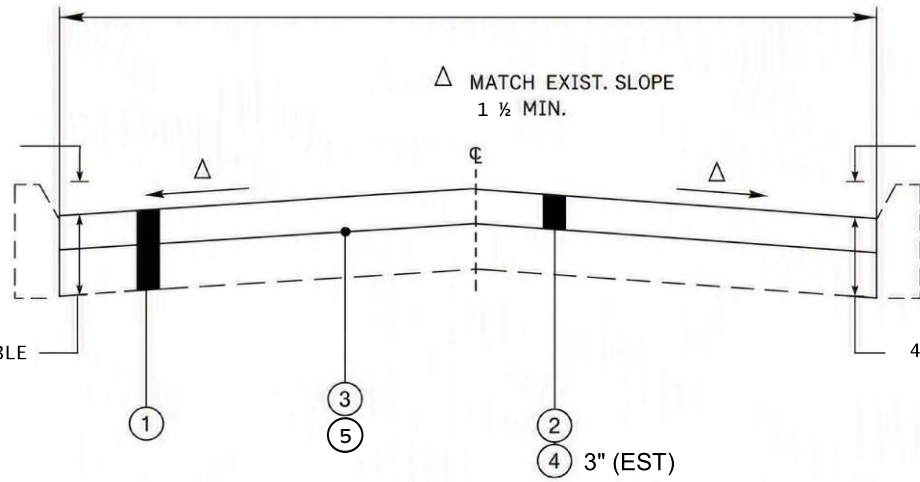
ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	385
207034-000		Fabric for Separation	SY	1,085
228001-000		Subgrade Preparation	SY	1,085
408002-001		Asphalt Material	GA	425
415005-001		Standard Milling	SY	3,248
605012-003		Adjust Inlet, Type F	EA	1
605015-001		Adjust Manhole , Type A	EA	4
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	310
636011-001		Traffic Control Device	UN	6,920
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	1,950
663004-011		Channelizing Line, Type V - 8 Inch	LF	250
663005-011		Stop Line, Type V - 24 Inch	LF	60
663010-010		One Direction Lane Assignment Arrow, Type V	EA	2
663010-011		Multi Directional Lane Assignment Arrow, Type V	EA	10
670023-001		Adjusting Valve Box	EA	5
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	181
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	181
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	359
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	342
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	365
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	348
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	179

APPROXIMATELY 54'

△ MATCH EXIST. SLOPE
1 ½ MIN.

4' MIN. FINISHED CURB HEIGHT DESIRABLE

4' MIN. FINISHED CURB HEIGHT DESIRABLE



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER BRICK)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

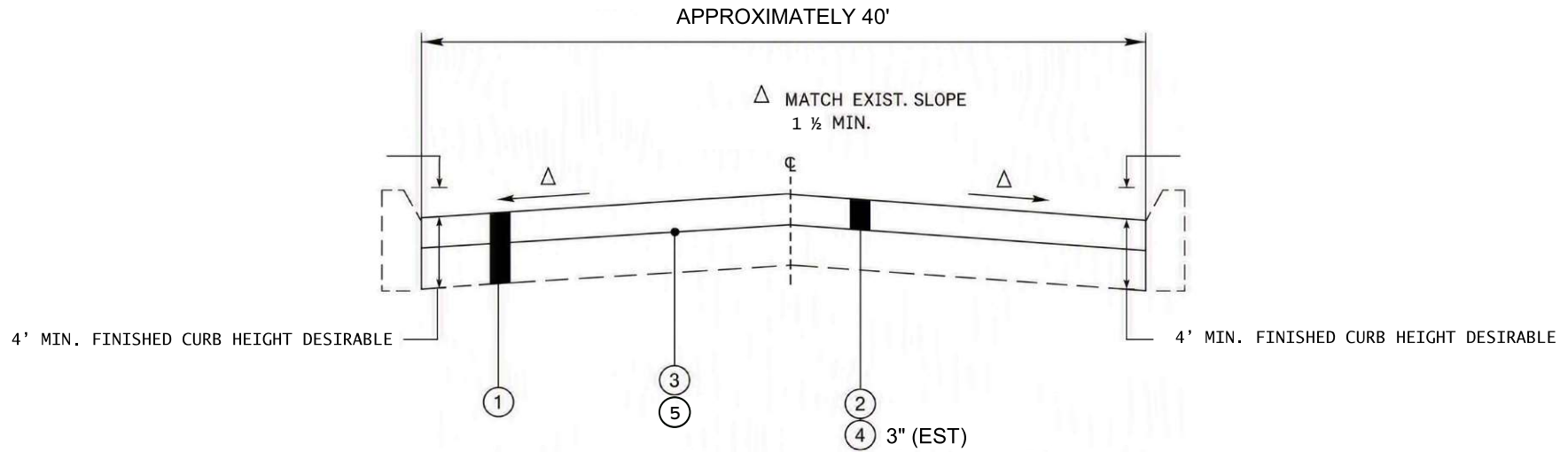
Public Roads Div.	State Dist. No.	State Project No.	Federal Project No.	County
WV	2	N/A	N/A	CABELL

9th Street

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	630
207034-000		Fabric for Separation	SY	1,888
228001-000		Subgrade Preparation	SY	1,888
408002-001		Asphalt Material	GA	745
415005-001		Standard Milling	SY	5,665
605012-003		Adjust Inlet, Type F	EA	1
605015-001		Adjust Manhole , Type A	EA	6
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	240
636011-001		Traffic Control Device	UN	6,920
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	1,900
663005-011		Stop Line, Type V - 24 Inch	LF	120
663006-010		Crosswalk Line, Type V - 12 Inch X 6 Feet	LF	220
663009-001		Parking Stripe - 4 Inch	LF	1,000
663009-015		Handicapped Symbol, Type V	EA	2
670023-001		Adjusting Valve Box	EA	11
670024-001		Adjusting Meter Box	EA	1
672003-002		Relocate, Wheel Stop	EA	9
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	315
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	315
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	624
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	596
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	636
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	607
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	312

6th Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	585
207034-000		Fabric for Separation	SY	1,753
228001-000		Subgrade Preparation	SY	1,753
408002-001		Asphalt Material	GA	685
415005-001		Standard Milling	SY	5,260
605015-001		Adjust Manhole , Type A	EA	1
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	415
636011-001		Traffic Control Device	UN	6,920
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	2,460
663004-011		Channelizing Line, Type V - 8 Inch	LF	450
663005-011		Stop Line, Type V - 24 Inch	LF	120
663006-010		Crosswalk Line, Type V - 12 Inch X 6 Feet	LF	210
663009-001		Parking Stripe - 4 Inch	LF	290
663009-015		Handicapped Symbol, Type V	EA	1
663010-010		One Direction Lane Assignment Arrow, Type V	EA	4
663010-011		Multi Directional Lane Assignment Arrow, Type V	EA	8
670023-001		Adjusting Valve Box	EA	6
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	293
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	293
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	581
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	554
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	591
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	564
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	290



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER BRICK)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

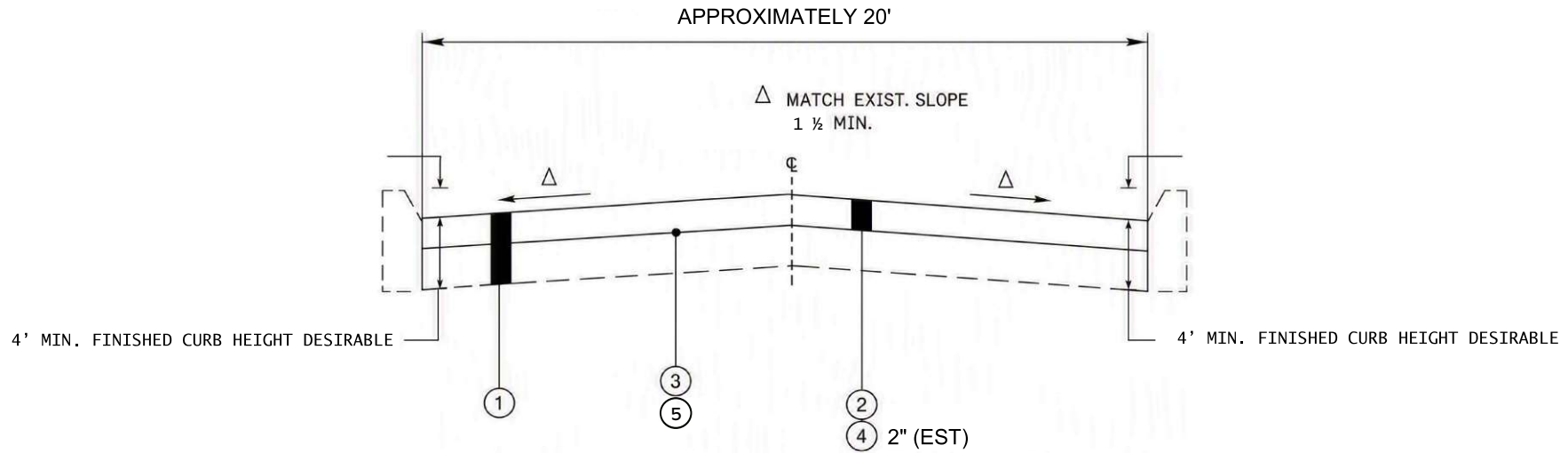
NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Public Roads Div.	State Dist. No.	State Project No.	Federal Project No.	County
WV	2	N/A	N/A	CABELL

9th Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	1,465
207034-000		Fabric for Separation	SY	4,395
228001-000		Subgrade Preparation	SY	4,395
408002-001		Asphalt Material	GA	1,715
415005-001		Standard Milling	SY	13,180
605015-001		Adjust Manhole , Type A	EA	10
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	780
636011-001		Traffic Control Device	UN	5,160
636014-001		Flagger	HR	180
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	6,100
663004-011		Channelizing Line, Type V - 8 Inch	LF	75
663005-011		Stop Line, Type V - 24 Inch	LF	85
663006-010		Crosswalk Line, Type V - 12 Inch X 6 Feet	LF	200
663010-011		Multi Directional Lane Assignment Arrow, Type V	EA	1
670023-001		Adjusting Valve Box	EA	12
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	733
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	733
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	1,452
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	1,386
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	1,479
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	1,412
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	725



LEGEND

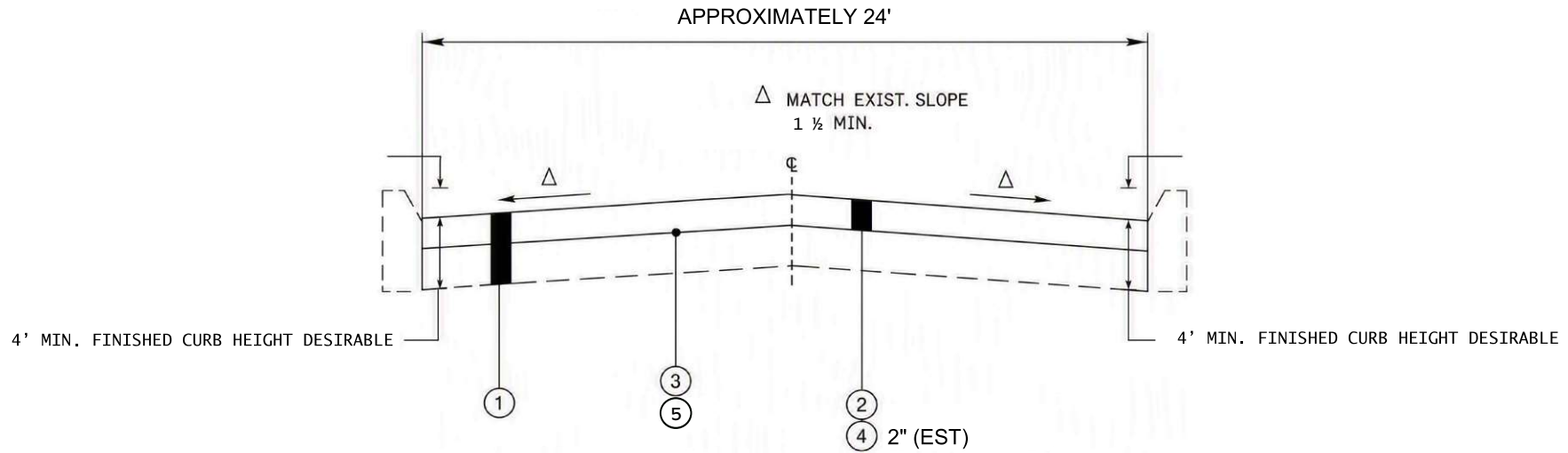
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
- 2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.
- 3. REPAIR SHOULDER AS NECESSARY FOR OUTSLOPE ON 5TH STREET END. USE SHOULDER RECONSTRUCTION DETAIL AS APPLICABLE. MATCH EXISTING SLOPE.

Honeysuckle Lane

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	245
207034-000		Fabric for Separation	SY	730
211002-000		Rock Borrow Excavation (Shoulder Repair)	CY	20
228001-000		Subgrade Preparation	SY	730
408002-001		Asphalt Material	GA	475
415005-001		Standard Milling	SY	3,646
636011-001		Traffic Control Device	UN	3,900
636014-001		Flagger	HR	180
639001-001		Construction Layout Stake	LS	1
670023-001		Adjusting Valve Box	EA	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	122
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	122
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	242
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	231
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	410
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	392
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	202



LEGEND

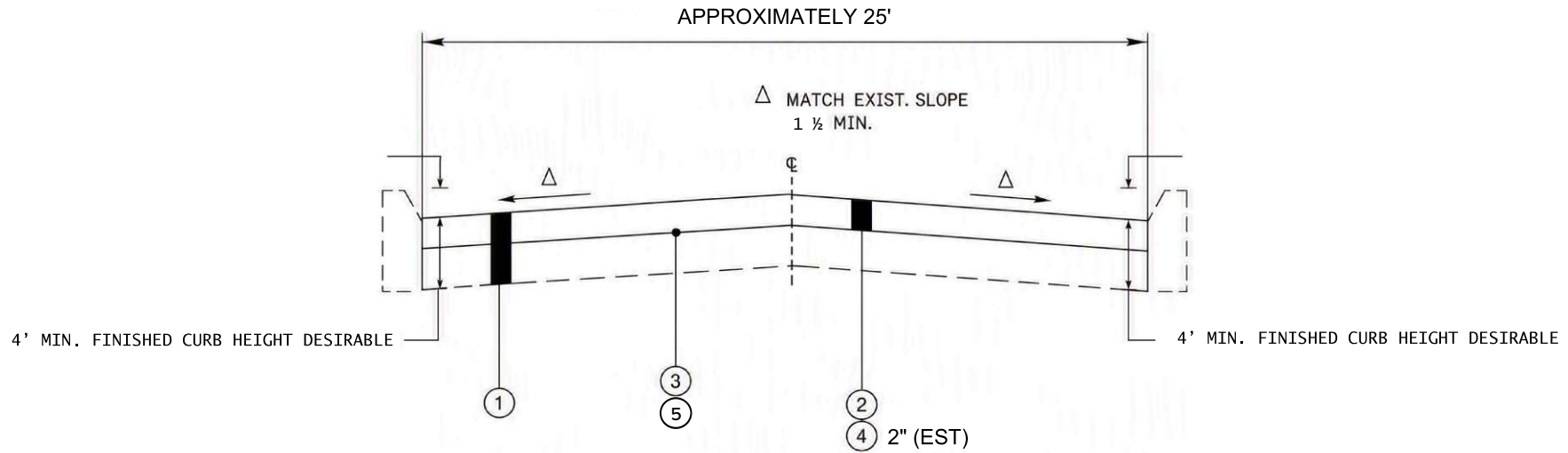
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
- 2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

Foster Road

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	435
207034-000		Fabric for Separation	SY	1,296
228001-000		Subgrade Preparation	SY	1,296
408002-001		Asphalt Material	GA	550
415005-001		Standard Milling	SY	4,200
636011-001		Traffic Control Device	UN	3,100
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	216
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	216
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	428
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	409
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	485
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	463
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	238



LEGEND

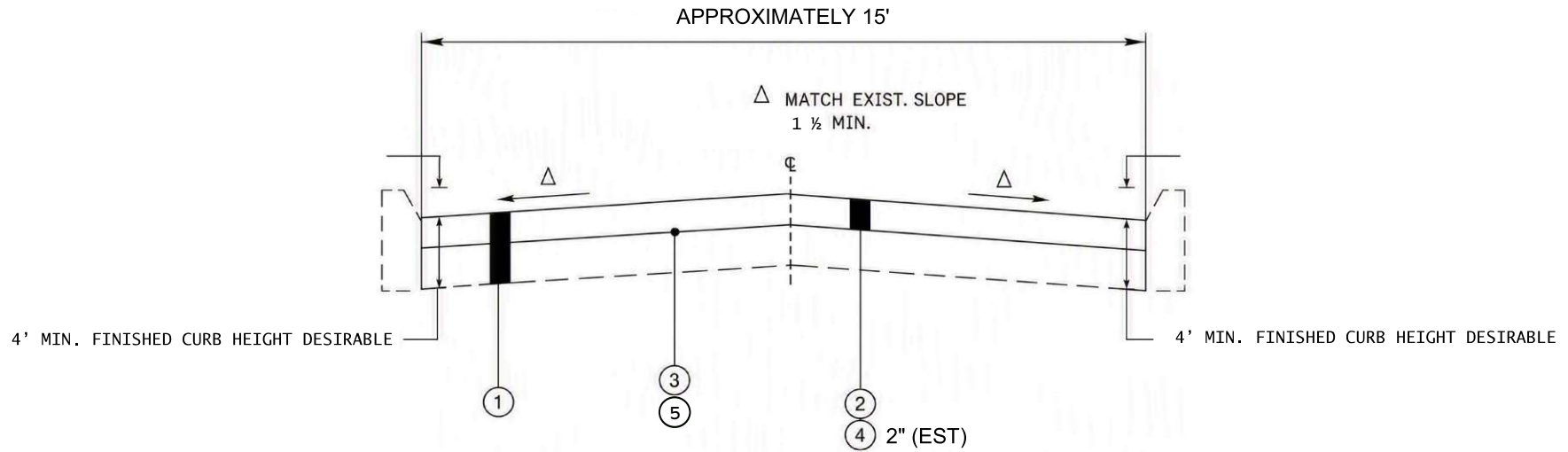
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

Woodhaven Drive

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	245
207034-000		Fabric for Separation	SY	725
228001-000		Subgrade Preparation	SY	725
408002-001		Asphalt Material	GA	900
415005-001		Standard Milling	SY	6,790
636011-001		Traffic Control Device	UN	2,500
636014-001		Flagger	HR	180
639001-001		Construction Layout Stake	LS	1
670023-001		Adjusting Valve Box	EA	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	121
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	121
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	240
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	229
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	810
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	773
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	397



LEGEND

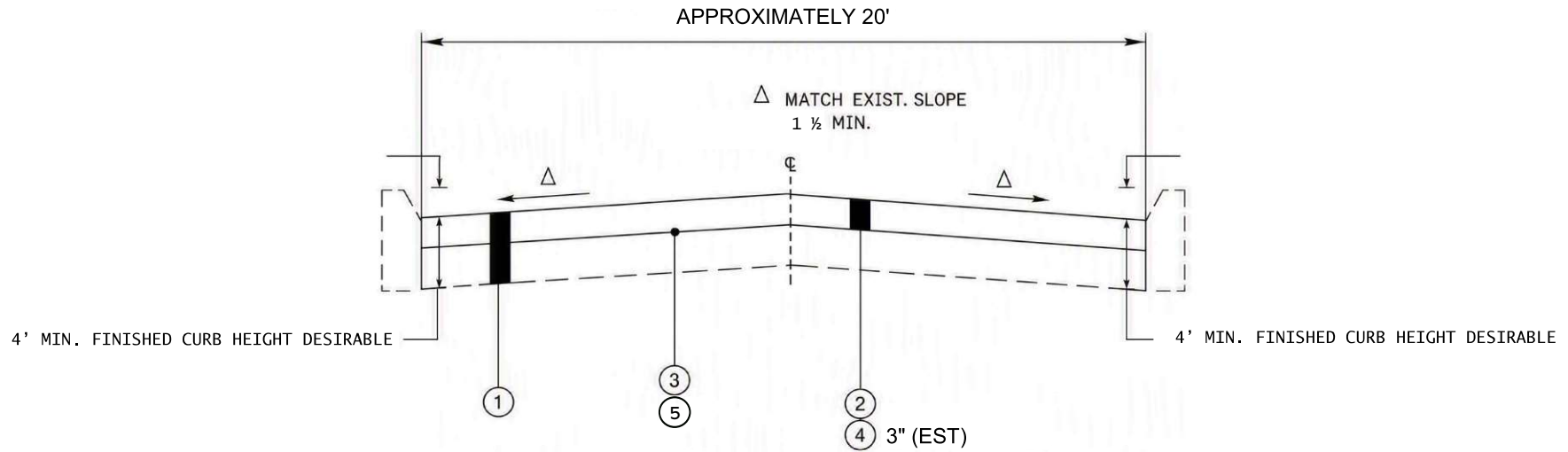
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Hidden Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	40
207034-000		Fabric for Separation	SY	120
228001-000		Subgrade Preparation	SY	120
408002-001		Asphalt Material	GA	160
415005-001		Standard Milling	SY	1,250
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	2,020
636014-001		Flagger	HR	40
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	20
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	20
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	40
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	38
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	69
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	60
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	69



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER BRICK - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

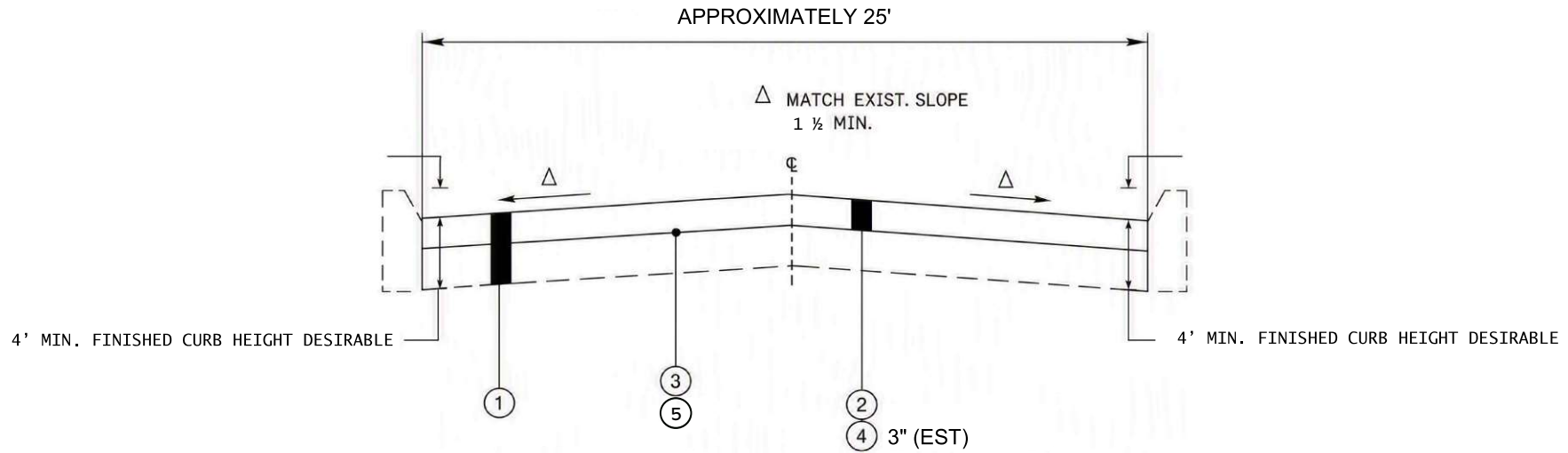
NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Public Roads Div.	State Dist. No.	State Project No.	Federal Project No.	County
WV	2	N/A	N/A	CABELL

Sycamore Street

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	105
207034-000		Fabric for Separation	SY	310
228001-000		Subgrade Preparation	SY	310
408002-001		Asphalt Material	GA	270
415005-001		Standard Milling	SY	2,095
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	3,080
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	52
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	52
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	103
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	99
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	236
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	225
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	116



LEGEND

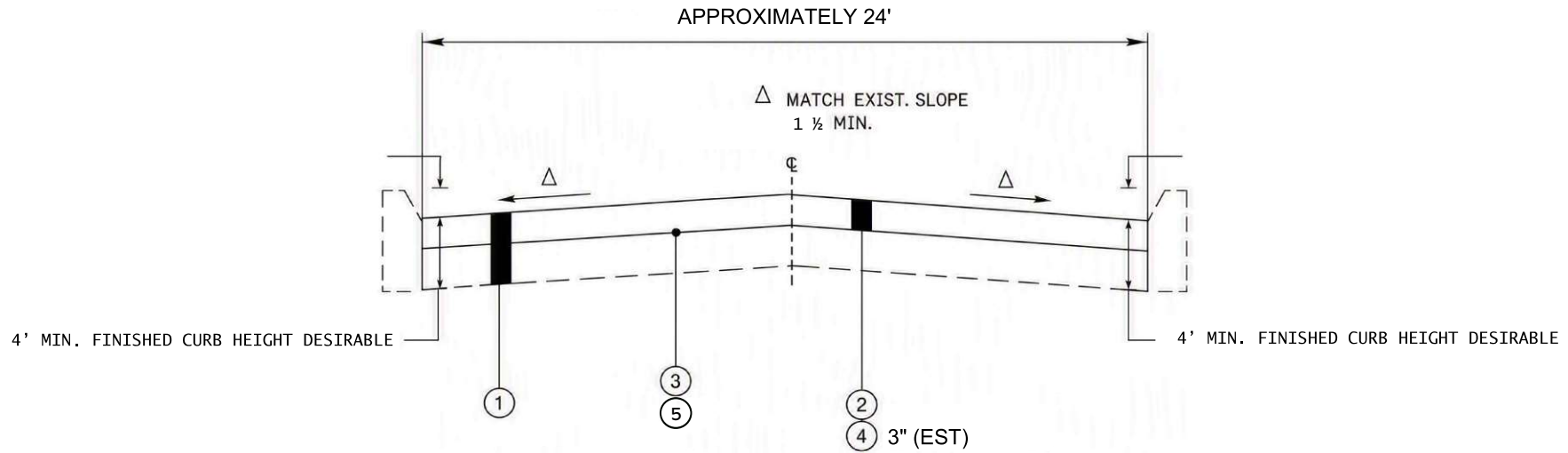
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

Norway Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	575
207034-000		Fabric for Separation	SY	1,700
228001-000		Subgrade Preparation	SY	1,700
408002-001		Asphalt Material	GA	1,500
415005-001		Standard Milling	SY	10,834
605015-001		Adjust Manhole , Type A	EA	3
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	1,000
636011-001		Traffic Control Device	UN	3,300
636014-001		Flagger	HR	240
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	8,000
670023-001		Adjusting Valve Box	EA	3
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	284
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	284
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	563
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	537
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	1,216
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	1,161
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	596



LEGEND

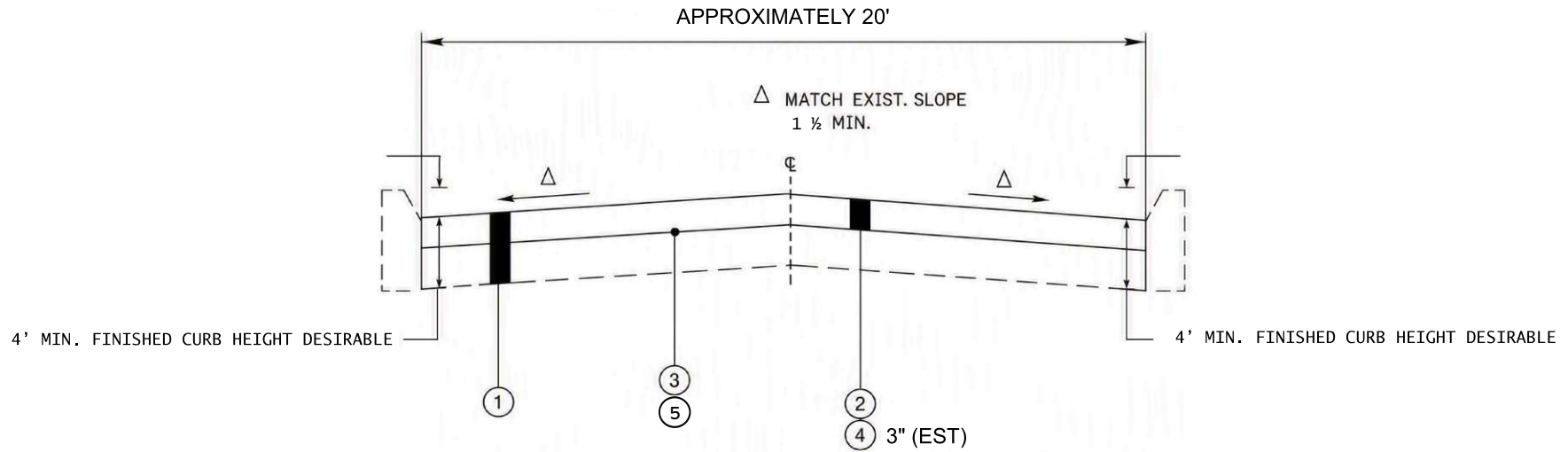
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
- 2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

Saltwell Road

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	250
207034-000		Fabric for Separation	SY	750
228001-000		Subgrade Preparation	SY	750
408002-001		Asphalt Material	GA	630
415005-001		Standard Milling	SY	4,832
636009-002		Temporary Pavement Markings - Tape 6 Inch	LF	450
636011-001		Traffic Control Device	UN	3,500
636014-001		Flagger	HR	120
639001-001		Construction Layout Stake	LS	1
663002-040		Centerline, Type II - 6 Inch	LF	3,600
670023-001		Adjusting Valve Box	EA	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	125
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	125
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	248
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	237
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	543
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	518
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	266



LEGEND

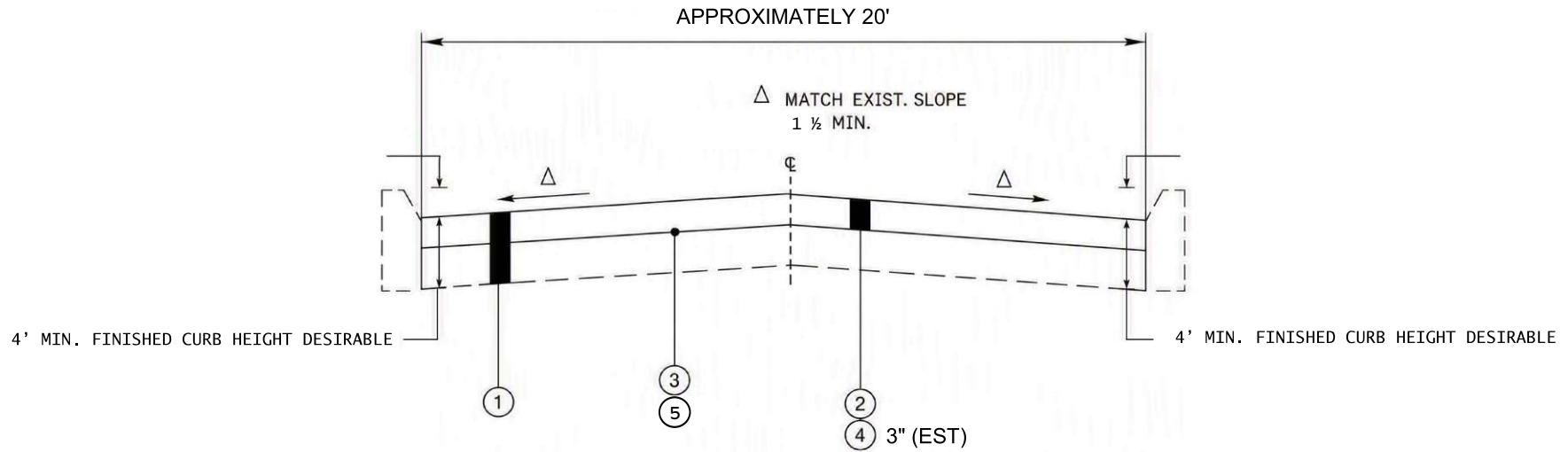
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

Irvin Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	75
207034-000		Fabric for Separation	SY	205
228001-000		Subgrade Preparation	SY	205
408002-001		Asphalt Material	GA	275
415005-001		Standard Milling	SY	2,100
605012-001		Adjust Inlet, Type B	EA	1
605015-001		Adjust Manhole , Type A	EA	5
636011-001		Traffic Control Device	UN	3,460
636014-001		Flagger	HR	60
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	35
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	35
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	69
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	66
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	236
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	225
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	116



LEGEND

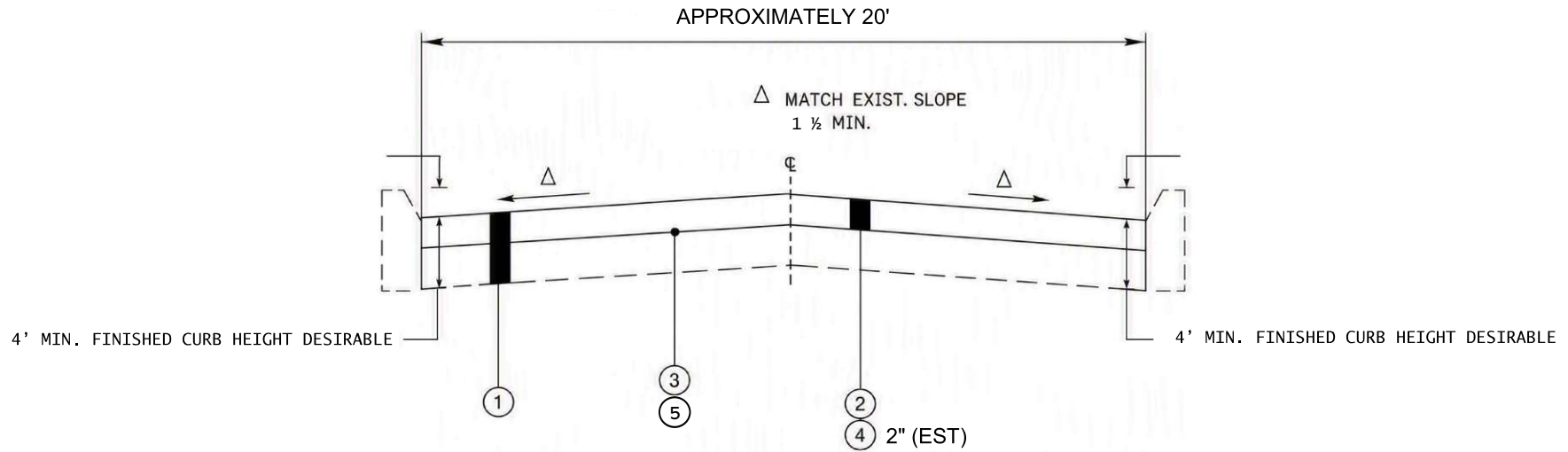
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
- 2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

40th Street

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	400
207034-000		Fabric for Separation	SY	1,200
228001-000		Subgrade Preparation	SY	1,200
408002-001		Asphalt Material	GA	200
415005-001		Standard Milling	SY	1,500
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	2,520
636014-001		Flagger	HR	60
639001-001		Construction Layout Stake	LS	1
670023-001		Adjusting Valve Box	EA	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	200
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	200
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	396
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	378
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	168
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	161
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	83



LEGEND

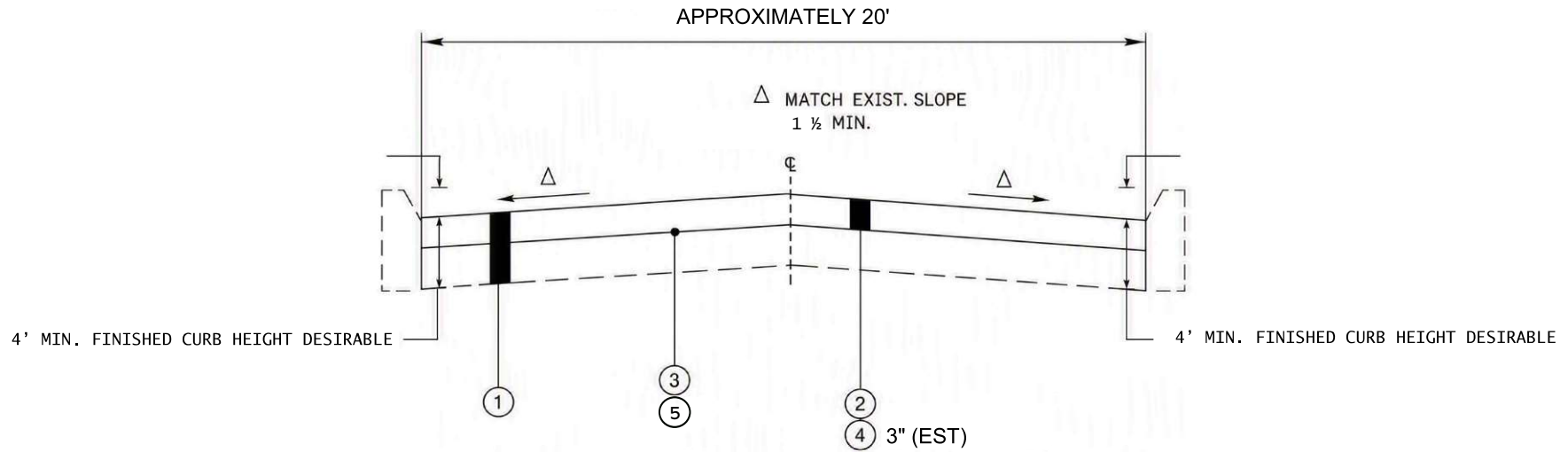
- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER CONCRETE)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ 503001-001 ROUTING AND SEALING CRACKS AND JOINTS

NOTES

1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.

38th Street

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	30
207034-000		Fabric for Separation	SY	90
228001-000		Subgrade Preparation	SY	90
408002-001		Asphalt Material	GA	250
415005-001		Standard Milling	SY	150
503001-001		Sealing Cracks in Concrete Pavement	LF	1,250
605012-001		Adjust Inlet, Type B	EA	2
605015-001		Adjust Manhole , Type A	EA	1
636011-001		Traffic Control Device	UN	2,020
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	15
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	15
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	30
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	29
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	107
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	102
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	107



LEGEND

- ① EXISTING PAVEMENT (ASPHALT SURFACE OVER AGG. BASE - ASSUMED)
- ② 401007-020 SCRATCH COURSE, 401002 WEARING COURSE
- ③ 408002-001 ASPHALT MATERIAL (0.10 GA / SY)
- ④ 415005-001 MILLING
- ⑤ N/A

NOTES

- 1. USE APPROPRIATE STANDARD DETAILS FOR FULL-DEPTH REPAIR AREAS.
- 2. CROWNED SECTION SHOWN. USE SUPERELEVATION RESURFACING DETAIL AS APPLICABLE. MATCH EXISTING SLOPES.

4th Avenue

ITEM NO.	ALT.	DESCRIPTION	UNIT	QUANTITY
204001-000		Mobilization	LS	1
207001-001		Unclassified Excavation	CY	67
207034-000		Fabric for Separation	SY	200
228001-000		Subgrade Preparation	SY	200
408002-001		Asphalt Material	GA	290
415005-001		Standard Milling	SY	2,230
605012-001		Adjust Inlet, Type B	EA	1
636011-001		Traffic Control Device	UN	2,200
636014-001		Flagger	HR	30
639001-001		Construction Layout Stake	LS	1
307005-001	AA1	Aggregate Base Course, SG, Class 1	CY	34
307005-002	AA2	Aggregate Base Course, S, Class 1	CY	34
401001-023	BB1	Marshall Asphalt Base Course, SG, Type II	TN	68
401001-024	BB2	Marshall Asphalt Base Course, S, Type II	TN	65
401002-020	CC1	Marshall Asphalt Wearing Course, SG, Type I	TN	252
401002-021	CC2	Marshall Asphalt Wearing Course, S, Type I	TN	241
401007-020		Marshall Asphalt Scratch Course, SG, Type 1	TN	123

APPENDIX C (PERFORMANCE AND PAYMENT BONDS)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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, successors, and assigns.

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

11. 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 a declaration of 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 periods of limitations 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 address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for 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 Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction 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.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows: