

**OFFICIAL NOTICE TO BIDDERS  
MARSHFIELD, WISCONSIN**

**2020 SEAL COATING**

The Board of Public Works of the City of Marshfield, Wisconsin will accept sealed bids for the furnishing of the 2020 Seal Coating requirements of the City until 4:00 PM, Thursday, May 14, 2020 at the Office of the Director of Public Works, 207 West 6<sup>th</sup> Street, Marshfield, WI 54449. Said bids will be opened and publicly read immediately thereafter in the Public Conference Room in City Hall.

Instructions to Bidders and Specifications may be obtained from the Office of the Director of Public Works, 207 West 6<sup>th</sup> Street, Marshfield Wisconsin 54449, Phone 715.486.2034.

All bids shall be accompanied by a certified check, cashier's check or bid bond equal to at least five percent (5%) of the total bid as a guarantee that, if the bid is accepted, the bidder will execute and file the proper contract and a 100% performance bond with the City within one week after the award of the bid. If the successful bidder so fails to file such contract and performance bond, the amount of the check or bid bond shall be forfeited to the City as liquidated damages. Upon execution of the contract by the City and submission of the 100% performance bond by the contractor, the 5% bid check will be returned.

The envelope in which the bid is sealed shall bear the name and address of the bidder and the notation '**2020 SEAL COATING**'.

The City of Marshfield, Wisconsin reserves the right to accept or reject any or all bids, including, but not limited to, any or all bids which are not responsive, to waive informalities in the bidding procedure and to award the contract to the bidder who, in the opinion of the City, will be most advantageous to the City.

BOARD OF PUBLIC WORKS  
MARSHFIELD, WISCONSIN  
Daniel G. Knoeck, Secretary

PUBLISH: News Herald – April 30 and May 7, 2020 – LEGAL NOTICE

## **INSTRUCTIONS TO BIDDERS**

### **2020 SEAL COATING**

1. All prices bid shall be FOB Marshfield, Wisconsin.
2. Acceptance of a bid shall not be construed as waiving any provision in any of the contract documents.
3. The City expects to use the following approximate quantities for the 2020 Seal Coating Program not to exceed budgeted funding.

Bid Category 1: ¼ - Inch (FA-2) Cover Aggregate Seal Coat – 33,621 S.Y.

Bid Category 2: CSS-1h Asphalt Emulsion Fog Seal – 33,621 S.Y.

The attached list and maps identify the streets to be covered under the 2020 Seal Coat Program. The actual treatment for each street will be determined by the City Street Superintendent after bids are received. The Board of Public Works reserves the right to increase or decrease quantities at the unit bid price to meet budgeted funding. All seal coats must be guaranteed for a one (1) year period.

4. Bidders can choose to bid on one or more of the Bid Categories. The City will evaluate bid results and may split up the work to award contracts to more than one bidder.
5. Any bid may be withdrawn prior to the hour of opening, however, no bid shall be withdrawn thereafter for a period of thirty (30) days nor shall there be any increase in price during that period.
6. All materials proposed to be furnished shall be in strict accordance with Specification 12C, Chip Seal Coat.
7. All barricades, traffic control and signs necessary for seal coating operations shall be furnished by the Contractor.
8. A certified check, cashier's check, or bid bond shall be submitted with the bid in the amount of 5% of the total bid.
9. A 100% Performance Bond shall be furnished by the successful bidder.
10. Contractor shall protect sanitary sewer and storm sewer manhole covers, as well as valve boxes and other lids, grates and covers from seal coat applications.
11. Only the forms furnished by the City shall be used in submitting a bid.
12. The City reserves the right to withhold payment for seal coat construction for an individual location through the one (1) year guarantee period if failure(s) occur with the original seal coat installation on that specific street or location.
13. All work shall be completed by August 30, 2020.

**SUPPLEMENTAL SPECIFICATIONS**

**2020 SEAL COATING**

The following modifications change, delete or add to the "General Conditions and Specifications" of the contract.

**1. Asphaltic Seal Coating With ¼ Inch (FA-2) Aggregate**

- a. Section 12C.2.1 of the Chip Seal Coat specification is hereby amended to include the following gradation with 80% having at least one fractured face:

<b><u>SIEVE SIZE</u></b>	<b><u>PERCENT PASSING</u></b>
1/4 INCH	100%
NO. 04	0 – 100%
NO. 08	0 – 40%
NO. 16	0 – 10%
NO. 50	0 – 5%
NO. 200	0 – 1%

- b. Section 12C.2.2 of the Chip Seal Coat specification is hereby amended to include the following: asphaltic material for chip seal shall be CRS-2P shall be applied at a rate of 0.35 gallons per square yard and at a temperature range of 150 to 180 degrees Fahrenheit to achieve an approximate 70% aggregate embedment depth..

- 2. Sweeping:** The entire roadway shall be vacuum swept to remove loose slag from the surface, including paved shoulders, curb and gutter pans, paved private entrances and intersection roadways. This work shall be done within two (2) calendar days after the seal coating has been rolled. The Contractor shall vacuum sweep all streets a second time after the initial sweeping, no sooner than twenty-eight (28) calendar days, but not less than thirty-five (35) calendar days after initial seal coating application. The City will provide trucks for hauling swept up cover aggregate.
- 3. Dust Control:** The contractor shall be responsible for dust control and shall proceed in such a manner as to minimize dust, and shall take measures as may be necessary to reduce impacts to adjacent properties which may include but are not limited to halting work in windy conditions, watering, sweeping, etc.

## 2020 FOG SEAL

### DESCRIPTION:

This work consists of furnishing all materials, equipment, labor and preparation necessary for an application of a fog seal following a chip seal. A fog seal is a light application of a slow-settling emulsified diluted with water. All work and materials shall be in accordance with the Standard Specifications for Construction, except as modified herein.

### MATERIALS:

The materials shall meet the following requirement –

Asphalt Emulsion: CSS-1h

### EQUIPMENT:

Equipment shall be safe, environmentally acceptable and capable of producing a quality product.

### PRESSURE DISTRIBUTOR:

The pressure distributor shall have a ground speed control device interconnected with the asphalt emulsion pump such that the specified application rate will be supplied at any speed. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate within  $\pm 0.015$  gal/sq. yd. for each load.

### MISCELLANEOUS:

A power broom and all necessary hand tools, thermometers, etc., shall be provided. Distributors and power brooms shall be equipped with at least one visible approved flashing, rotating or oscillating amber light.

### PRE-PAVING ON-SITE MEETING:

A pre-paving meeting between the Engineer and Contractor will be held prior to beginning work. The agenda for this meeting will include:

- Review work schedule.
- Review traffic control plan.
- Review equipment calibration and adjustments.
- Review condition of materials and equipment.
- Review quality control plan. (JMF, Yield Check Methods, etc.).

### WEATHER LIMITATIONS:

The fog seal shall be placed when the pavement and atmospheric temperature is 55°F or above. Placement is not permitted if there is threatening weather and temperatures are forecasted to be below 32°F within 24 hours from the time of work.

### CONSTRUCTION:

The Engineer shall require the longitudinal construction joint to be either placed at the edge of metal of the driving lane, at a location requiring 1 foot overlay on the center driving lane.

The Contractor shall complete the application of the fog seal within 48 hours of the application of chip seal, but shall not apply the fog seal on the same day as the application of chip seal.

ASPHALT EMULTION:

Emulsion applied by a pressure distributor shall be applied at a uniform rate, without splattering or drilling from the spray bar by using low pressure. Nozzle angle and spray bar height must be adjusted to insure correct spray pattern.

The asphalt emulsion shall be diluted in proportions of one part emulsion to one part water (50%50%). The dilution shall be done at the emulsion plant.

The recommended total quantity of fog seal used shall be within the range of 0.10 to 0.15 gal/syd of diluted material. The objective for a proper application of fog seal is to apply a uniform coverage of emulsion, just sufficient to flow into and seal the pavement pores, small cracks and voids to protect against water infiltration and weathering and to also prevent loss of aggregate from the chip seal.

QUALITY CONTROL:

If there are adverse environmental conditions, the Contractor will provide the Engineer an action plan that clearly demonstrates how the fog seal operation will be adjusted for the actual environmental conditions.

MEASUREMENT AND PAYMENT:

The completed work as described will be measured and paid for at the contract unit price using the following contract item.

<b>Contract Item (Pay Item)</b>	<b>Pay Unit</b>
Fog Seal	Syd

Fog Seal includes all materials, equipment and labor for placement of the asphalt emulsion including surface preparation, stationing and documentation.

## City of Marshfield 2020 Chip Seal Program

### Section 1

#### 2020 Chip seal

LOCATION	LENGTH	WIDTH	SQ. YDS.
North - St. Joseph to Wood	1,220	26	3,524
Wildflower Cul-de-Sac	142	45	710
			4,234

### Section 2

#### 2020 Chip seal

LOCATION	LENGTH	WIDTH	SQ. YDS.
State - 4th to Adler	838	22	2,048
11th - Central to Oak	1,261	32	4,484
6th - Oak to Columbus	2,290	32	8,142
Hardacre - 5th to 6th	382	22	934
26th - Central to Wittman	370	28	1,151
			16,759

### Section 3

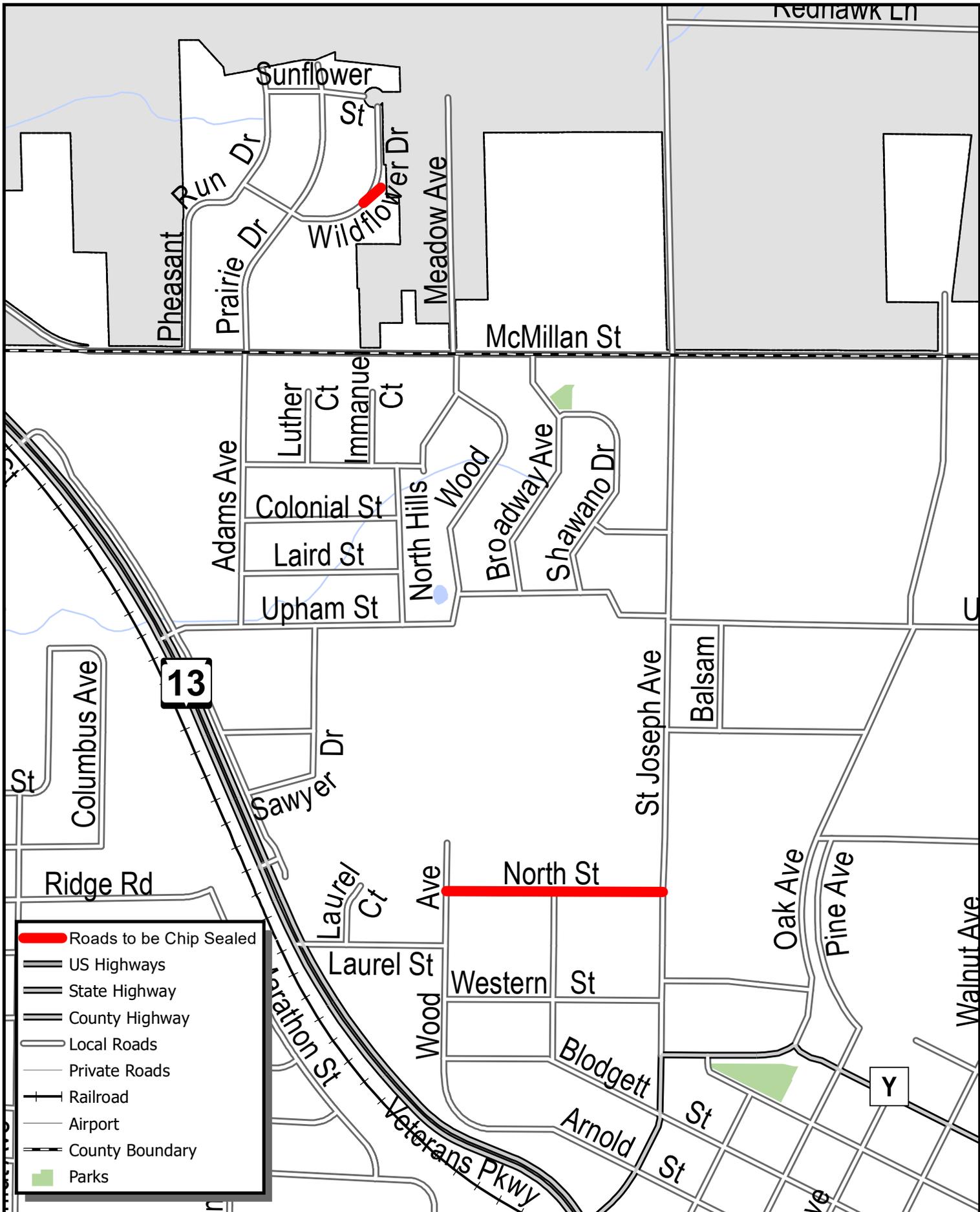
#### 2020 Chip seal

LOCATION	LENGTH	WIDTH	SQ. YDS.
28th - Felker to Washington	1,271	22	3,107
			3,107

### Section 4

#### 2020 Chip seal

LOCATION	LENGTH	WIDTH	SQ. YDS.
Carmen - Waushara to Upham	948	22	2,317
Debra - Carmen to Hume	1,038	22	2,537
Hume - McMillan to north end	956	28	2,974
Renee - Debra to Upham	692	22	1,692
			9,520
<b>GRAND TOTAL</b>			<b>33,621</b>



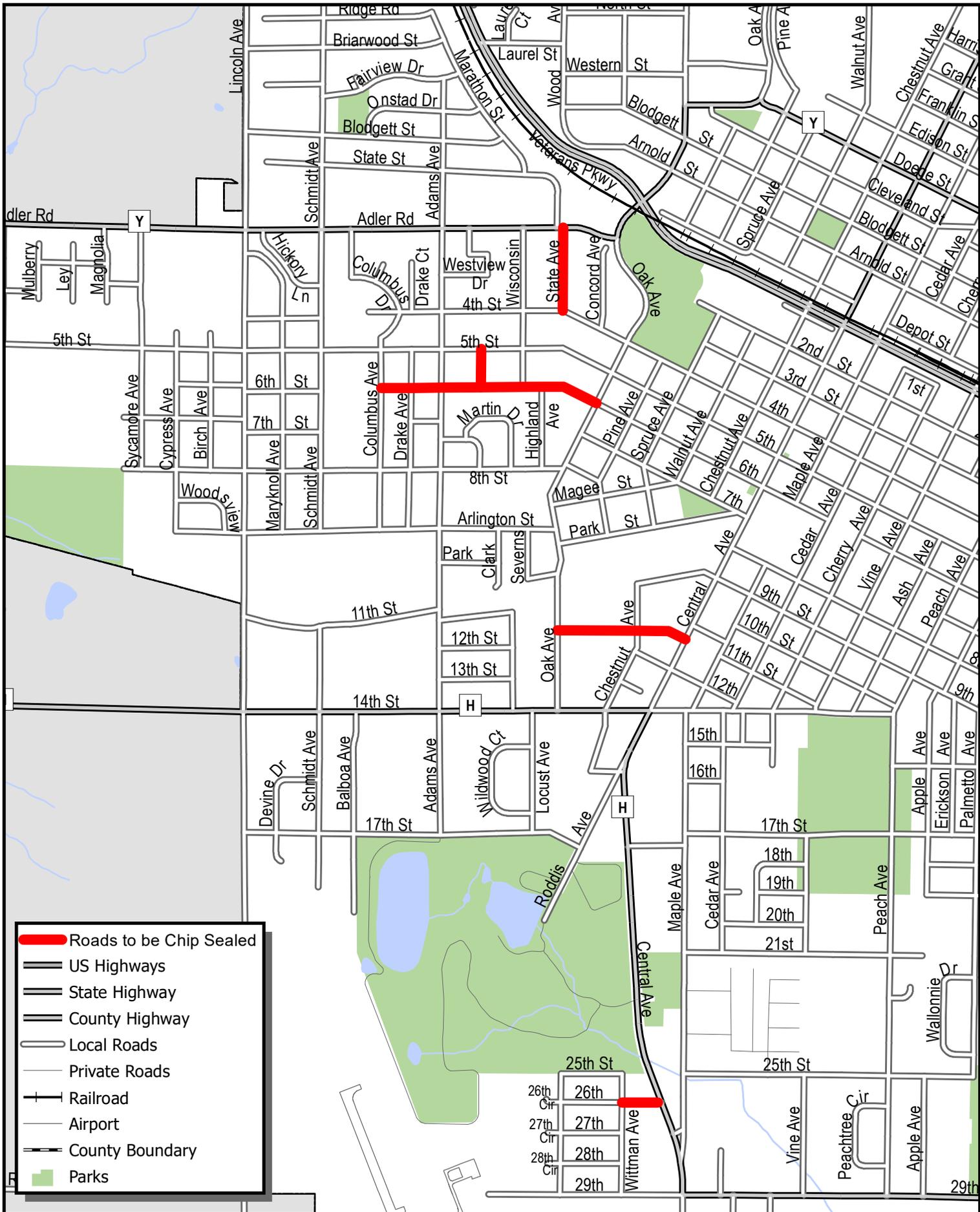
-  Roads to be Chip Sealed
-  US Highways
-  State Highway
-  County Highway
-  Local Roads
-  Private Roads
-  Railroad
-  Airport
-  County Boundary
-  Parks



**Chip Seal Contract Section 1**  
 City of Marshfield  
 4/28/2020

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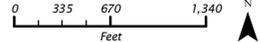


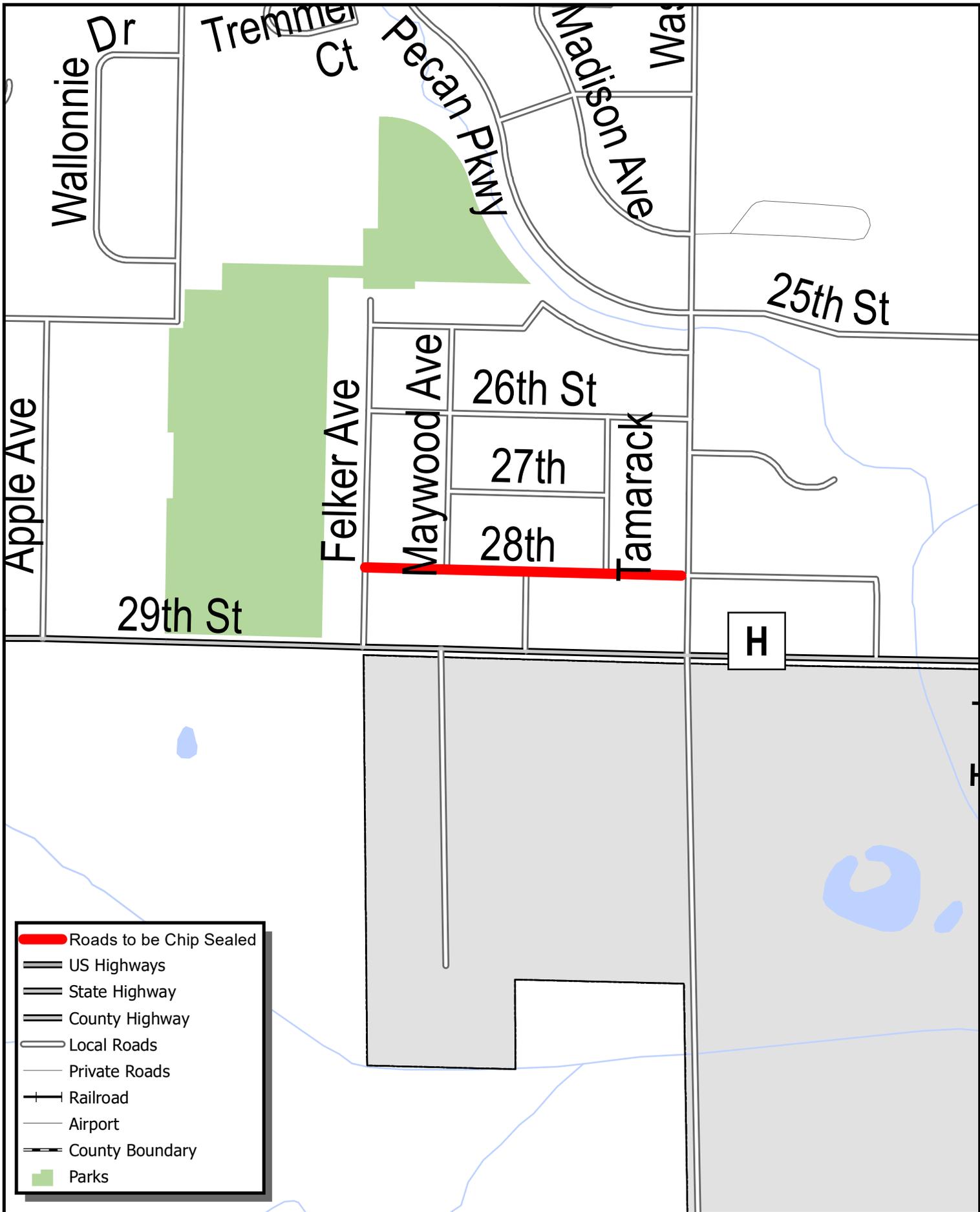


# Chip Seal Contract Section 2

City of Marshfield  
4/28/2020

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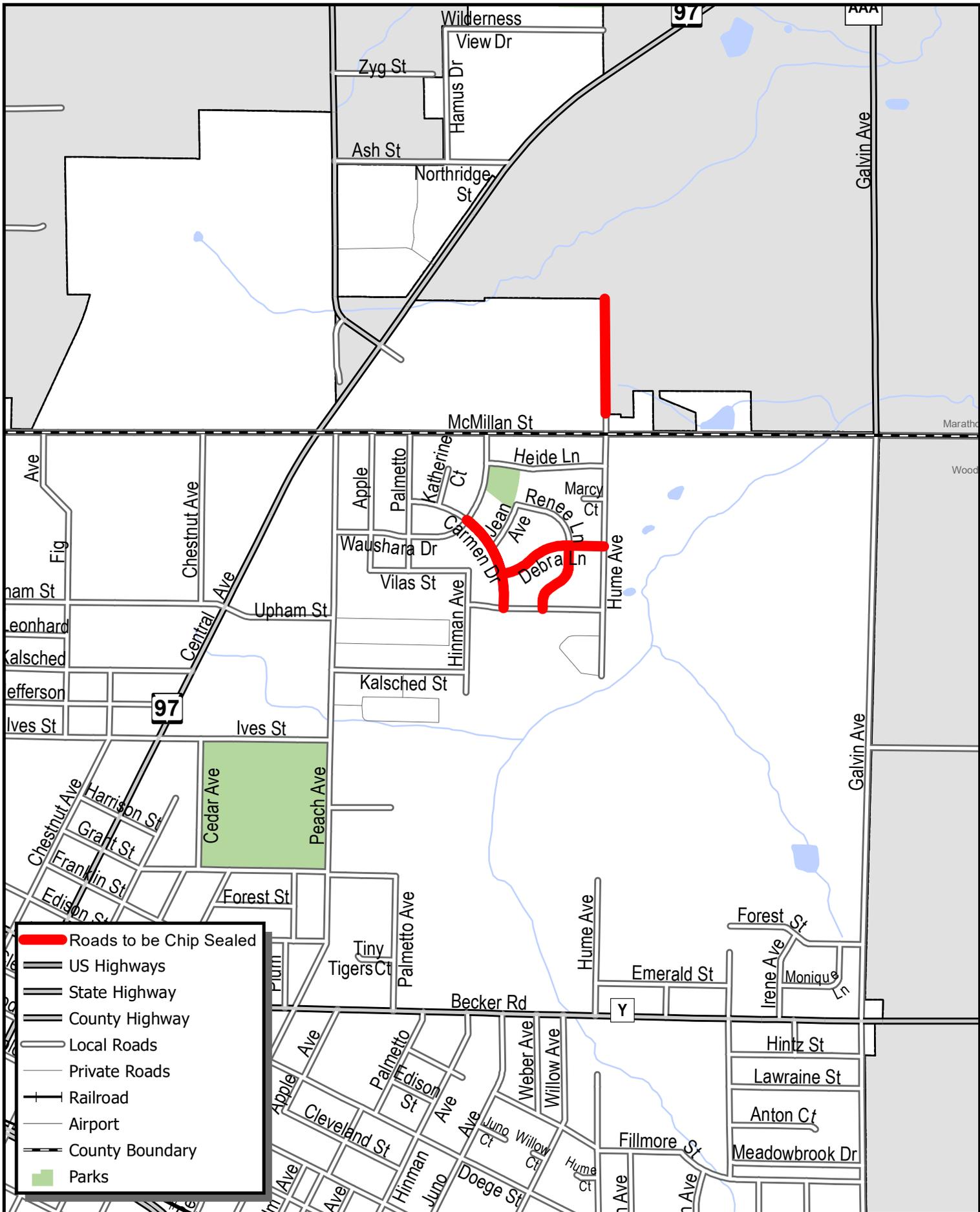
-  Roads to be Chip Sealed
-  US Highways
-  State Highway
-  County Highway
-  Local Roads
-  Private Roads
-  Railroad
-  Airport
-  County Boundary
-  Parks



**Chip Seal Contract Section 3**  
 City of Marshfield  
 4/29/2020

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- Roads to be Chip Sealed
- US Highways
- State Highway
- County Highway
- Local Roads
- Private Roads
- Railroad
- Airport
- County Boundary
- Parks



**Chip Seal Contract Section 4**  
 City of Marshfield  
 4/28/2020

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**BID FORM**

**2020 SEAL COATING**  
**City of Marshfield, Wisconsin**

**Bid Category 1**

1. 1 L.S. Traffic Control

Price Per L.S. \_\_\_\_\_ Total \$ \_\_\_\_\_

2. 33,621 S.Y. ASPHALTIC SEAL COAT WITH ¼ INCH (FA-2) COVER AGGREGATE

Price Per S.Y. \_\_\_\_\_ Total \$ \_\_\_\_\_

**TOTAL BID CATEGORY 1 . . . . . Total \$ \_\_\_\_\_**

**Bid Category 2**

1. 1 L.S. Traffic Control

Price Per L.S. \_\_\_\_\_ Total \$ \_\_\_\_\_

2. 33,621 S.Y. FOG SEAL

Price Per S.Y. \_\_\_\_\_ Total \$ \_\_\_\_\_

**TOTAL BID CATEGORY 2 . . . . . Total \$ \_\_\_\_\_**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

## SECTION 1

### GENERAL CONDITIONS

#### INDEX

SECTION 1.1	GENERAL INFORMATION
1.1.1	Scope
1.1.2	The Contract Documents
1.1.3	Definitions
1.1.4	References
1.1.5	Contract Security
1.1.6	Personal Liability of Public Officials
1.1.7	Contractor's Responsibility for Work
1.1.8	Responsibility for Damage Claims
1.1.9	Contractor's Liability Insurance Requirements
1.1.10	Accident Prevention and Emergencies
1.1.11	Royalties and Patents
1.1.12	Warranty
1.1.13	Deduction of Costs for Warranty Defects
SECTION 1.2	PLANS AND SPECIFICATIONS
1.2.1	Plans and Specifications
1.2.2	Discrepancies
1.2.3	Quantities
1.2.4	Extra Work
SECTION 1.3	PROSECUTION OF WORK
1.3.1	Named Materials
1.3.2	Materials and Workmanship
1.3.3	Construction Schedule of Operations
1.3.4	Work Days and Hours
1.3.5	Permits, Surveys and Compliance with Laws
1.3.6	Superintendence
1.3.7	Inspection
1.3.8	Use of Project Site
1.3.9	Owner's Right to do Work
1.3.10	Other Contracts
1.3.11	Delays
1.3.12	Unforeseen Difficulties
1.3.13	Contract Documents Intent
1.3.14	Assignment of Contract
1.3.15	Subcontracting
1.3.16	Claims for Labor and Material
1.3.17	Cleanliness of Project Site
1.3.18	Materials
1.3.19	Material(s) Provided by the Owner
1.3.20	Salvage
1.3.21	Water and Electric Power
1.3.22	Storage of Materials on Streets
1.3.23	Local Conditions
1.3.24	Drainage Throughout Construction
1.3.25	Rules and Regulations
1.3.26	Public Meetings
1.3.27	Truck Routes
1.3.28	Sanitary Facilities
1.3.29	Project Sign
1.3.30	Claims Between Contractors

## **SECTION 1**

### **GENERAL CONDITIONS**

#### **INDEX (CON'T)**

- SECTION 1.4 INTERPRETATION AND ADMINISTRATION
  - 1.4.1 Engineer's Authority
  - 1.4.2 Duties and Authority of Inspectors
  - 1.4.3 Construction Stakes
  - 1.4.4 Survey Monument Perpetuation
  - 1.4.5 Protection of Abutting Property
  - 1.4.6 Damage to Existing Sidewalks
  - 1.4.7 Unauthorized Work
  - 1.4.8 Claims
  - 1.4.9 Damages to the Work
  - 1.4.10 Partial Payments and Retainage
  - 1.4.11 Owner's Right to Withhold Certain Amounts
  - 1.4.12 Termination for Breach
  - 1.4.13 Schedule of Liquidated Damages
  - 1.4.14 Inspection Charges After Completion Date has Expired
  - 1.4.15 Payment for Incorrect Work
  - 1.4.16 Correction of Work After Final Payment
  
- SECTION 1.5 PROTECTION AND ACCOMMODATION OF THE PUBLIC
  - 1.5.1 Public Accommodations
  - 1.5.2 Notice to Utilities
  - 1.5.3 Protection of Utilities
  - 1.5.4 Notice to Fire and Police Department
  - 1.5.5 Street Barricades and Detour Signs
  - 1.5.6 Use of Equipment and Sequence of Operations
  - 1.5.7 Safety Fence
  - 1.5.8 Noise and Vibration
  
- SECTION 1.6 ACCEPTANCE, MEASUREMENT, AND COMPLETION
  - 1.6.1 Use of Completed Portions
  - 1.6.2 Final Inspection
  - 1.6.3 Warranty Inspection
  - 1.6.4 Incidental Absorbed
  - 1.6.5 No Waiver of Legal Rights
  - 1.6.6 Contract Time/Completion Date
  - 1.6.7 Contract Closeout
  - 1.6.8 Final Cleaning

#### **SECTION 1.1 GENERAL INFORMATION**

##### **1.1.1 SCOPE**

These Specifications are to be considered as one Document. Each Section is mutually applicable to each other Section and all work shall conform to all applicable Sections unless specifically stated otherwise. The Sections are established for the convenience of the user in locating the provisions most specifically related to his work. The absence of a reference to another Section does not relieve the Contractor of the responsibility of performing work in accordance with all Sections of the Specifications applicable to that work.

1.1.2 **THE CONTRACT DOCUMENTS**

The Contract Documents shall consists of the Official Notice to Bidders/Advertisement for Bids, Information for Bidding and Execution of Contract/Instructions to Bidders, Special Conditions, Wage Rate Schedule, City of Marshfield Standard Specifications for Public Works Construction, Permits and Approvals, Contract, Proposal for Contract, Plans and Drawings, Addenda, Field Orders and Contract Change Orders; appropriate provisions of which shall apply to all Contractors and Subcontractors.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- First: Field Orders
- Second: Change Orders
- Third: Addenda
- Fourth: Contract
- Fifth: Special Conditions
- Sixth: Permits and Approvals
- Seventh: Standard Specifications for Public Works Construction
- Eighth: Plans and Drawings

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

1.1.3 **DEFINITIONS**

a. AASHO

The American Association of State Highway Officials.

b. AREA

The American Railway Engineering Association.

c. ASTM

The American Society for Testing and Materials.

d. Bidder

Any person, firm, or corporation submitting a Proposal to perform work or furnish materials in response to the Advertisement for Bids, either directly or through a duly authorized representative.

e. Contract Change Order

A written agreement made and entered into by and between the Contractor and the Owner covering unforeseen work, or regarding revisions in or amendments to the Contract or specific provisions of the Contract Documents. Such Contract Change Order becomes a part of the Contract when it has been executed in the same manner as the Contract.

f. Contractor

The person, firm, or corporation to whom the within Contract is awarded by the Owner and who is subject to the terms hereof.

g. Engineer

Understood to mean the City Engineer of the City of Marshfield, Wisconsin, or the designated representative of the City Engineer.

h. Field Order

A written order issued to the Contractor or his representative at the site of the project by the City Engineer, or designated representative of the City Engineer, directing changes in the work within the provisions of the Contract Documents.

i. Inspector

The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work, the materials to be incorporated herein, or the production and preparation of such materials.

j. Notice

Where in any of the Contract Documents there is any provision with respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Engineer, or shall have been placed in the United States Mail addressed to the City Engineer at the place to which bids or Proposals for the Contract were addressed; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the project or by mailing such written notice in the United States Mail addressed to the Contractor at the place stated in his Proposal as the address of his principal place of business; as the Surety when written notice is placed in the United States Mail addressed to the Surety at the home office of such Surety or to the agent or agents who execute the bond or policy in behalf of such Surety.

k. Official Notice to Bidders/Advertisement for Bids

The notice, published in the official newspaper, inviting Proposals for performing the work to be completed under any one Contract.

l. Owner

Understood to mean the City of Marshfield, Wisconsin.

m. NASSCO

National Association of Sewer Service Companies

n. Project

The entire public improvement proposed by the Owner to be constructed in part or in whole pursuant to this Contract.

o. Standards

Standard drawings for various types of work which are currently on file in the Office of the City Engineer.

p. Subcontractor

A person, firm, or corporation, other than the Contractor, supplying labor, equipment, or materials for work at the site of the project.

q. Surety

Any person, firm, or corporation licensed to do business by the State of Wisconsin that has executed as Surety the Contractor's Performance Bond securing the performance of the within Contract in accordance with the provisions of the Contract Documents.

r. WisDOT

State of Wisconsin Department of Transportation

s. Work

All the work to be performed under the terms of this Contract including work specified in the Contract Documents, indicated on the Plans or normally performed to produce a complete, usable public improvement of good workmanship.

1.1.4 **REFERENCES**

All references to "Highway Specifications" or "Wis DOT Standard Specifications" shall be interpreted to refer to the State of Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction", latest edition, including current supplemental specifications.

1.1.5 **CONTRACT SECURITY**

The Contractor shall furnish a Surety Bond in an amount not less than 100% of the Contract Price as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection with this Contract. Also see Performance and Payment Bond requirements.

1.1.6 **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon any elected or appointed City official, or upon the Engineer or his assistants, it being understood that in such matters they act as agents and representatives of the Owner.

1.1.7 **CONTRACTOR'S RESPONSIBILITY FOR WORK**

The work shall be under the charge and care of the Contractor until acceptance by the Engineer, except as may be otherwise provided in these Contract Documents, and the Contractor shall preserve the work against injury or damage to any part thereof at his own expense.

1.1.8 **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the Owner, and the Owner's officers and employees, from all suits, actions, or claims of any sort brought because of injuries or damages to any person, persons, or property on account of the operations of said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in constructing the project, or because of any act or omission, neglect, or misconduct of said Contractor or his employees; or because of any claims or amount recovered for any infringement of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the 'Worker's Compensation Law'; or any other law, ordinance, or legal order. The Contractor's Surety and the Contractor shall indemnify and hold harmless the Owner and the Engineer against any claims, demands, liabilities, and damages caused by the hauling of materials

and equipment, installation of materials and equipment, movement or dirt or materials of any kind, and the erection of any structure included in this Contract. This provision shall include indemnification to the Owner for any damage caused to streets, sidewalks, or other public property.

The Owner may use all or any part of any monies owed to the Contractor or any retained payments due him to satisfy such legal and valid claims, rendering an accounting to the Contractor of such claims paid; or in case there are no monies owed the Contractor or if such monies are insufficient, the Contractor's Surety shall be held liable for such claims.

1.1.9 **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS**

Contractor shall purchase and maintain, at its sole expense, insurance as outlined below until all services to be rendered have been fully completed, unless otherwise required herein:

a. Minimum Scope of Insurance for Contractor

Coverage shall be at least as broad as:

- (1) Insurance Services Office Form #CG 00 01 07 98 or the most recent State of Wisconsin approved version of this form, covering Commercial General Liability, including coverage for Products Liability, Completed Operations and Contractual Liability; and

The Commercial General Liability Coverage will provide the General Aggregate Limit on a per project basis. The policy will provide coverage at least as broad as the Amendment-Aggregate Limits of Insurance Per Project Endorsement, Insurance Services Office Form #CG 25 03 11 85 or the most recently approved State of Wisconsin version of this form; and

Products and Completed Operations coverage shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or Final Payment of any projects, whichever is earlier; and

- (2) Insurance Services Office Form #CA 00 01 07 97 or the most recently approved State of Wisconsin version of this form covering Automobile Liability Symbol 1 "any auto"; with the City of Marshfield listed as Additional Insured (per subsection 'd' of this section); and

- (3) Workers' Compensation as required by the State of Wisconsin including Employer's Liability coverage. Coverage shall be modified to include a Waiver of Subrogation endorsement in favor of the following parties including their trustees, directors, elected or appointed officials, officers, agents and employees:

(a) City of Marshfield

- (4) Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employer's Liability; Products and Completed Operations coverage shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or Final Payment of any project, whichever is earlier; and

- (5) All insurance policies shall contain a provision stating that coverage will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to the Owner.

b. Minimum Limits of Insurance for Contractor

Contractor shall maintain limits no less than:

- (1) Commercial General Liability for bodily injury, personal injury, advertising injury and property damage.

General Aggregate Limit (other than Products-Completed Operations)	Per project \$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Auto Liability	\$1,000,000
Umbrella	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense Limit – Any One Person	\$5,000

c. Acceptability of Insurers

Unless otherwise agreed to in writing by Owner, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the State of Wisconsin.

d. Additional Insureds

The following parties including their trustees, directors, elected or appointed officials, officers, agents and employees shall be named as additional insureds on all Contractor Commercial General Liability and Umbrella Liability policies for liability arising out of the project work:

- (1) City of Marshfield

The Commercial General Liability coverage for these additional insureds shall be on a primary and non-contributory basis. The Commercial General Liability policy shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder. The insurance coverage for the additional insureds shall be at least as broad as that provided by endorsements including:

- Primary and Noncontributory - Other Insurance Condition (ISO Form GC 20 01 04 13).
- Additional Insured – Owners, Lessees or Contractors – Completed Operations (ISO Form GC 20 37 04 13).
- Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (ISO Form GC 20 10 04 13).

as applicable and on the most recently approved State of Wisconsin version of this form.

- e. Contractor shall require any of their contractors, subcontractors, or subcontractors of any tier to maintain insurance of the same kind, terms and conditions as required of the Contractor described above.

f. Additional Insurance Requirements

- (1) Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of Owner.

- (2) Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- (3) The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- (4) Neither the issuance of any insurance policy hereunder, nor the minimum limits specified herein, with respect to the Contractor's insurance coverage, shall be deemed to limit or restrict in any way Contractor's liability in connection with or arising out of its obligations under this Agreement.

g. Certificate of Insurance

- (1) Prior to the Owner's execution of the Contract, the Contractor shall deliver to the Owner, with copies to each additional insured, certificates of insurance and all endorsements, riders, etc. as evidence of insurance requested by Owner which Contractor is required to purchase and maintain.
- (2) Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- (3) Not less than two business days prior to the expiration of the insurance coverage required by the Contract, the Contractor must provide to the Owner certificates of insurance which evidence renewal or continuation of the required insurance policies or certified copies of such insurance policies.
- (4) Upon failure to provide such evidence of coverage and/or policies or certified copies of insurance policies within the time periods required, Owner has the authority to:
  - (a) Order the Contractor to cease all operations until the required documents have been provided.
  - (b) Find the Contractor in material breach and default under this Contract.
- (5) The contractor and subcontractor shall supply the engineer with their federal employer identification number prior to the execution of the contract.
- (6) Contractor shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend any individual or entity indemnified hereunder as herein provided.
- (7) For any matter for which Owner or Engineer is indemnified, Contractor shall pay for the Owner and Engineer's reasonable defense, including, but not limited to, all fees and charges of Engineer, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs or awards until Owner or Engineer is found negligent. If Owner or Engineer is found negligent, Owner or Engineer shall reimburse the Contractor for the prorate extent of Owner or Engineer's negligence for the cost of Owner or Engineer's reasonable defense.

1.1.10

**ACCIDENT PREVENTION AND EMERGENCIES**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall be responsible for furnishing or erecting and maintaining suitable barricades, signs, warning lights, watchmen, or flagmen for the protection of the public and the project. The costs of such protective devices and personnel shall be paid by the Contractor. Whenever, in the opinion of the Owner or Engineer, the protective devices or personnel supplied by the Contractor are insufficient or inadequate, the Contractor shall forthwith provide adequate protection upon the receipt of notice.

If serious injury or damage occurs, the accident shall be reported immediately by telephone or messenger to Owner and Engineer and to appropriate local authorities. Contractor must submit to Owner and Engineer a report of each accident reportable under Worker's Compensation Law, which includes identification of corrective actions to reduce the probability of a similar accident. This report shall be prepared and signed by Contractor's safety professional.

In emergencies affecting the safety or protection of persons or property or maintenance of temporary construction at the site or adjacent thereto when Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor and Engineer prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. A Change Order will be issued to document the change in Contract Price.

If a claim is made by anyone against Contractor or any SubContractor resulting from an incident or accident, Contractor shall promptly report the facts in writing to Owner, giving full details of the claim, including investigation and restitution.

The provisions of this section shall apply to actual or perceived emergencies. The Contractor shall be solely responsible for all costs associated with said actual or perceived emergency, resultant actions and claims.

1.1.11

**ROYALTIES AND PATENTS**

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement of any patent right and shall save the owner harmless for loss on account thereof.

1.1.12

**WARRANTY**

The Contractor shall guarantee that all equipment, material and workmanship supplied, provided and/or installed by said Contractor and/or his subcontractors, suppliers or agents, will be free from all defects and strictly in accordance with the plans and specifications, at the time of its completion and acceptance by the Owner and for a time of one (1) year thereafter. In the case of any cracks, leaks, settlement or any other defects which exist or appear in any part of the work constructed within the one (1) year warranty period the Contractor shall be responsible for repair or replacement of the same upon notifications by the Owner, using the same material(s) required by these specifications. Street repairs shall comply with City of Marshfield Standards for Repair of Street Pavements. If the Contractor fails to make such repairs or cause the same to be made, the Contractor will be responsible for the costs thereof. The Contractor further agrees and guarantees to pay for or otherwise be responsible for all labor and material

used in or about the construction of said work in this contract, which may become a lien or a claim against the Owner. Such agreement and guarantee will be made part of the contract.

The Contractor and associated subcontractors and suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of Owner. The Contractor shall guarantee individual components and composite equipment, including the compatibility of components and equipment. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of supplier's design.

1.1.13 **DEDUCTIONS OF COSTS FOR WARRANTY DEFECTS**

The Owner reserves the right to deduct costs for repair or replacement of warranty defects, including but not limited to materials and workmanship, and substandard, damaged or incomplete items, from the amount due to the Contractor. Per the Engineer's discretion, the Engineer shall determine if a defect will be repaired/replaced by the Contractor or if costs will be deducted (for future repair by others). The costs for all deductions shall be based upon the current "Street Surface Replacement Costs" as adopted by the Board of Public Works and/or reasonable repair costs for specific repair work (per the Engineer's discretion). Costs for deductions shall include all work necessary to make said warranty repairs including but not limited to removals, traffic control, erosion control, temporary facilities, etc.

**SECTION 1.2 PLANS AND SPECIFICATIONS**

1.2.1 **PLANS AND SPECIFICATIONS**

All work shall be in strict conformity with the Plans and Specifications, and the Contractor shall do no work without proper drawings and Specifications. Except as otherwise provided in the Contract Documents, the Owner will furnish, free of charge, all copies of drawings and Specifications reasonably necessary to complete the work.

The Contractor shall keep at the site of the project an approved or conformed copy of the drawings and Specifications and shall, at all times, give the Owner, the Engineer, and their representatives access thereto. In case of differences between the drawings and the Specifications, the Engineer shall determine which shall govern.

1.2.2 **DISCREPANCIES**

On all Plans and drawings, figured dimensions shall govern in case of discrepancies between the scale and the figures. The Contractor shall not take advantage of any error or omission in the Plans or of any discrepancy between the Plans and the Specifications but shall refer all such conditions to the Engineer and the explanation of the Plans and Specifications as construed by the Engineer shall be considered final and binding on all parties concerned.

1.2.3 **QUANTITIES**

The approximate quantities shown on the Plans or elsewhere in these Contract Documents have been compiled for the purpose of comparing proposals. The Contractor shall field verify quantities as necessary to resolve any possible misunderstanding, error or discrepancy because of these quantities as to the character, location(s) or other conditions of the work.

The Owner will only pay the Contractor for the actual quantities for the work successfully completed. The quantities of work shall be measured as described in the specifications.

The Owner reserves the right to alter the quantities of work at any time during which the Contract is in force without invalidating the bid/contract prices. Alteration may include increasing, decreasing and/or deleting items of work as desired by the Owner, and said alterations shall not operate to waive or invalidate any condition of the Contract. When the amount/quantity of work is altered, no allowance will be made for any real or supposed damage, including loss of profit, by such alteration.

#### 1.2.4 **EXTRA WORK**

The provisions of these Specifications shall not prevent the City from requiring the Contractor to perform extra work, including work exceeding One Thousand (\$1,000.00) Dollars, which is not a modification of the Plan but clearly an addition to it, done in connection with public construction by compliance with the bid statute.

Extra work shall be paid for at a price as mutually agreed to by the Owner and Contractor, prior to the start of such work. The Owner reserves the right to order said extra work via a Written Amendment, Work Change Directive or Contract Change Order. It shall be the Contractor's responsibility to notify any surety and adjust amounts of applicable bonds.

The City reserves the right, in case of any extra work not shown on the Plans and not required in any manner by the Specifications, to have such extra work done by any other person, firm, or corporation, other than the Contractor; and should any such work be so let, the Contractor shall not interfere or molest said person, firm, or corporation, and shall suspend such part of his work, or perform the same in such manner as the Engineer shall direct so as to afford all reasonable facilities for the execution of the same, and the Contractor shall make no claim for damages or for any rights or privileges on account of said work.

All claims for extra work must be made to the Engineer in writing before the payment of the next succeeding estimate after the work shall have been performed; and failing to do this, the Contractor shall be considered as having abandoned his claim.

### **SECTION 1.3 PROSECUTION OF WORK**

#### 1.3.1 **NAMED MATERIALS**

Whenever, in any of the Contract Documents, an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term 'or equal', if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the approval of the Owner or Engineer before any material or equipment is incorporated in the project.

#### 1.3.2 **MATERIALS AND WORKMANSHIP**

Unless otherwise stipulated in the Specifications, all workmanship, articles, equipment, and materials incorporated in the work covered by this Contract are to be new and of the best grade of its respective kind for the purpose. The Contractor shall, if requested, furnish evidence to the Owner as to the kind and quality of all materials or equipment.

If not stipulated, work or material called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by Engineers, Architects, and the trade.

When required by the Specifications, or when called for by the Engineer, the Contractor shall furnish the Engineer, for approval, full information concerning the materials or articles which he contemplates incorporating in the work. Samples of material shall be submitted for approval when so directed by the Engineer. Materials, articles, or equipment installed or used without the Engineer's approval shall be at the risk of subsequent rejection.

1.3.3 **CONSTRUCTION SCHEDULE OF OPERATIONS**

Prior to beginning construction operations, the Contractor shall, in writing, submit his proposed schedule of operations to the Engineer for approval and such scheduling shall conform with the traffic requirements set forth. The schedule shall be required to be submitted at the preconstruction conference. The work shall be performed in substantial conformance with such schedule except that modifications of scheduling may be approved by the Engineer in writing.

1.3.4 **WORK DAYS AND HOURS**

Normal work days shall include weekdays, Monday through Friday, and shall not include weekends (Saturday and Sunday) or Holidays (as recognized by the Owner). Normal work hours shall be from 7:00 AM to 7:00 PM (Central Standard Time).

All work requiring inspection as determined by the City Engineer shall occur during normal work days and normal work hours as defined herein. Work which does not require inspection may occur outside of the normal work hours/days however the Contractor shall comply with pertinent City ordinances and regulations (including but not limited to noise and vibrations).

If a Contractor desires to work additional hours and/or days, beyond normal work days/hours, and is performing work which requires inspection, said Contractor shall request permission from the City Engineer, in writing, at least three (normal) working days prior to this proposed work. The City Engineer will approve or disallow this request based upon the availability of an inspector or welfare of the general public.

1.3.5 **PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS**

The Contractor shall obtain and pay for all permits and licenses necessary for the prosecution of the work unless otherwise specifically provided.

The Owner will furnish all surveys unless otherwise provided in the Contract Documents.

The Contractor shall give all notices, pay all fees, and comply with all laws, rules, ordinances, and regulations bearing on the conduct of the work.

Contractor shall submit to Owner and Engineer, within two days of receipt, a copy of any citations concerning safety aspects of the project received from OSHA or any other agency.

1.3.6 **SUPERINTENDENCE**

The Contractor shall give his personal superintendence to the work or have, at the site of the project at all times, a competent superintendent, foreman, or other representative satisfactory to the Owner and having authority to act for the Contractor.

The Contractor shall provide to the Engineer the name and phone number of an individual available after working hours and on weekends should problems arise concerning the projects. This contact name and phone number shall be required in writing to the Owner prior to the start of any work on this contract.

### 1.3.7 **INSPECTION**

All materials, equipment, and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the Owner at any and all times during the manufacture and construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject materials or workmanship which are defective or require correction thereof. Rejected workmanship shall be satisfactorily replaced with proper material without charge therefore to the Owner. The Contractor shall promptly segregate and immediately remove from the site of the project all rejected material, equipment, or supplies.

The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor, and materials necessary for safe and convenient inspections and tests that may be required by the Engineer or Owner. All inspections and tests shall be performed in such manner as not to delay the work unnecessarily.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire project to make an examination of work already completed by removing or tearing out the same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor, material, and supplies. If such work is found to be defective in any material respect due to fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and materials necessarily involved in the examination and replacement plus 15% shall be allowed the Contractor; and he shall, in addition, if completion of the project has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and finished articles to be incorporated in the work will ordinarily be made at the site of this project. If, for the convenience of the Contractor, it is desired that any particular test or inspection be made at a point outside the boundaries of the City of Marshfield, the Contractor shall arrange for such tests or inspections with the Engineer and shall defray the necessary traveling expenses of the Engineer or the Inspector making the tests. The manner of paying such expenses shall be by reimbursing the Owner, or as the alternate, the Owner may reimburse himself for such expenses by retaining monies otherwise due the Contractor.

### 1.3.8 **USE OF PROJECT SITE**

The Contractor or any Subcontractor shall confine his equipment, apparatus, material storage, and operations to limits indicated by law, ordinances, permits, or directions of the Owner and shall not encumber the project site.

### 1.3.9 **OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have,

make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.3.10 **OTHER CONTRACTS**

The Owner may award other Contracts for additional work and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act which will interfere with the performance of work by other Contractors.

1.3.11 **DELAYS**

If the Contractor is delayed in completion of the work by any act or neglect of the Owner or the Owner's representative or by any other Contractor employed by the Owner or by other causes beyond the Contractor's control, including strikes, lockouts, fire, or unavoidable casualties, then the time of completion may be extended for such reasonable time as may be agreed upon by the Owner and the Contractor after notice in writing to the Owner of the cause of such delay within five (5) calendar days of the commencement thereof. Upon demand, the Contractor shall furnish the Owner with full particulars regarding delays, including names and addresses of any and all persons, firms, corporations, or associations who may be involved therein.

1.3.12 **UNFORESEEN DIFFICULTIES**

The Contractor agrees that he will sustain all losses or damages arising from the action of the elements or the nature of the work to be performed under this Contract.

1.3.13 **CONTRACT DOCUMENTS INTENT**

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price the equipment, lighting, transportation, and all other expenses that may be necessary for the proper execution of the work.

In interpreting the Contract Documents, work describing materials, work or methods of work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Engineers, Architects and the trade.

1.3.14 **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this Contract or any part hereof or any monies due or to become due hereunder without the written consent of the Owner. No assignment of this Contract shall be valid unless it contains a provision that the monies to be paid the assignee under the assignment are subject to a prior lien, for services rendered or materials supplied for the performance of the work called for in said Contract, in favor of persons, firms, or corporations rendering services or supplying materials used or delivered to the site of the project for use in construction thereof. Such provision, however, need not be inserted if the assignment technically constitutes a novation; i.e., the assignee not only acquires the benefits under the Contract, but also assumes the obligations thereunder in place of the assignor.

This Section shall not be so construed as to require the Owner to make any payment for faulty, defective, or rejected materials or workmanship.

1.3.15 **SUBCONTRACTING**

If the Contractor shall sublet any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is by acts or omissions of persons directly employed by himself. All Subcontractors, if any, shall be listed in the spaces provided on the Proposal Form and said list shall not be added to or altered without the written consent of the Owner.

1.3.16 **CLAIMS FOR LABOR AND MATERIAL**

The Contractor shall be obligated by this Contract for the payment of all claims for labor performed and materials furnished, used, or consumed in making the public improvement covered by this Contract or performing such public work, including, without limitations because of specific enumeration, fuel, lumber, painting materials, machinery, vehicles, tractor equipment, fixtures, apparatus, tools, appliances, supplies, electrical energy, gasoline, and other motor oil, lubricating oil, grease, the premiums for Worker's Compensation insurance, and the contributions for unemployment compensation.

In the event such claims are not paid by the Contractor, the City shall satisfy the claims as provided in Section 1.1.5 of these General Conditions. If there is not a sufficient amount on hand to satisfy such claims, the Contractor's Surety shall be liable for payment thereof.

1.3.17 **CLEANLINESS OF PROJECT SITE**

The Contractor shall at all time keep the project site free of accumulations of waste materials or rubbish caused by the work or by his employees.

1.3.18 **MATERIALS**

All materials or equipment required on any Contract, unless definitely specified to the contrary, shall be furnished by the Contractor. Materials furnished shall in all respects comply with the Specifications and will be inspected by the Engineer or by his representative. All work and materials not otherwise described shall be of the best description and should any workmanship or materials be needed which are not directly or indirectly noted in the Specifications or the Plans but are nevertheless necessary to the proper execution according to the obvious intent thereof, the Contractor shall provide for such materials or workmanship in his bid as fully as if particularly described.

1.3.19 **MATERIAL(S) PROVIDED BY THE OWNER**

In the event that the Owner desires or agrees to furnish any materials or supplies, they shall become the custody of the Contractor as soon as delivered to the site of the project and the Contractor shall be responsible for, and shall make good at his own expense, any loss or damage to such materials or supplies from the time of delivery until the final acceptance of the work.

1.3.20 **SALVAGE**

All materials removed during the construction of this project shall remain the property of the City unless expressly released to the Contractor in writing. All material, equipment, castings, culverts or pipe, etc., claimed by the City as salvage shall be removed by the Contractor and transported to the City storage yards.

1.3.21 **WATER AND ELECTRIC POWER**

If the Contractor uses City water in the work under this Contract, he shall purchase the water from Marshfield Utilities from one of their distribution locations as determined by

the Utility. At no time will the Contractor be allowed to connect to a utility hydrant. The Contractor shall pay all fees required to obtain this water.

Should temporary electric light or power be required for the execution of the work, the Contractor shall provide and pay for same.

1.3.22 **STORAGE OF MATERIALS ON STREETS**

When it is necessary to place or store materials in streets open to traffic, the Contractor must secure a permit therefore from the Owner and pay any fee connected therewith. Such permit shall be revocable by the Owner at any time.

1.3.23 **LOCAL CONDITIONS**

It is understood that the Contractor has, by careful examination, satisfied himself as to the nature, location, and extent of the work, formation of the ground, quantity and quality of the materials to be encountered, character of the equipment, and facilities needed for the prosecution of the work, general and local conditions, and all other matters which can in any way affect the work under this Contract.

No official, agent, or employee of the Owner is authorized to make any representations as to the materials or workmanship involved or the conditions to be encountered, and the Contractor agrees that no such statement or the evidence of any document or plan not a part of this Contract shall constitute any grounds for claims as to conditions encountered. No verbal agreement or conversation with any officer, official, agent, or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any terms or obligations herein contained.

1.3.24 **DRAINAGE THROUGHOUT CONSTRUCTION**

Wherever water collects on the work under construction or adjacent thereto on account of rain, melting snow, or other natural causes, or on account of broken water or sewer mains or pipes, or from any other causes, such water shall be drained at the earliest possible moment to a manhole, inlet, or natural drain and if no such place is available, the water shall be pumped or bailed out in order to advance the drying out of the subgrade and to prevent damage to building or other foundations and the seeping of water into cellars or basements of adjacent buildings. No storm or surface water shall be directed into a sanitary sewer.

The Contractor is required to provide and maintain drainage during all phases of construction. The use of inlet protection typically at low points or sumps, as described and shown on plan details, is intended to aid site drainage after pavement/surfaces are removed until said surfaces are restored.

Temporary drainage can be accomplished by use of a temporary pipe, channel or ditch. Earthen channels or ditches shall include erosion controls to prevent sediment and debris from entering the storm sewer system. The Contractor shall be responsible for all damages resulting from improper or undersized temporary drainage provisions.

Installation, maintenance and removal of temporary drainage provisions shall be considered incidental to construction.

1.3.25 **RULES AND REGULATIONS**

The Bidder's attention is called to all the conditions entering into the performance of this work including the delivery points of materials and supplies, the haulage of materials,

employment of labor, location of streets, traffic conditions on these streets, and all laws of the State of Wisconsin and the United States, Ordinances and Regulations of the City of Marshfield insofar as they may affect his operations. The Contractor shall be held responsible for using such safety measures as will protect the interests of the Owner in the fulfillment of any part or all of this Contract.

1.3.26 **PUBLIC MEETINGS**

The Contractor is required to attend two public meetings to address residents concerns and to present his/her schedule for construction and paving. These meetings will be held in the Common Council Chambers in the basement of City Hall, 630 South Central Avenue, at 7:00 PM. The date of the meetings will be announced upon award of the contract. The City of Marshfield will notify affected residents/property owners.

1.3.27 **TRUCK ROUTES**

All truck traffic involved with construction under this contract shall use only the official City of Marshfield designated truck routes. (See the attached truck route map) The use of streets not identified as truck routes may be allowed upon written permission by the City Engineer. A written request shall be required one week prior to the date of anticipated use.

1.3.28 **SANITARY FACILITIES**

Sanitary facilities (porta-potty) shall be provided by the contractor at each project site for the duration of construction operations. Said sanitary facilities shall meet state and local health requirements, be provided and maintained in clean and good working condition, and shall be stocked with sanitary supplies at all times.

1.3.29 **PROJECT SIGN**

The Contractor shall provide, erect, maintain and thereafter remove a project sign for each project covered by a state or federal (prevailing) wage rate determination or regulatory permit. The sign shall be comprised of, as a minimum, painted 4' x 4' x 3/4" plywood with a weatherproof transparent covering securely mounted on 4" x 4" posts or to the Contractor's job trailer. The project sign shall be utilized by the Contractor and Owner to display pertinent project information including but not limited to:

- Contact information for: Emergency services
- Owner
- Engineer
- Contractor
- Utilities
- Project name/identification
- Wage Rate Data Sheets
- Regulatory Permits/Certificates

1.3.30 **CLAIMS BETWEEN CONTRACTORS**

Should Contractor cause damage to the work or property of any separate Contractor at or adjacent to the site, or should any claim arising out of Contractor's performance of the work at the site be made by any separate Contractor against Contractor, Owner, Engineer, Engineer's consultants, or any other person, Contractor shall promptly attempt to settle with such other Contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, and Engineer's Consultants and the officers, directors, partners, employees, agents and other consultants and SubContractors of each and any of them from and against all claims, damages, losses and expenses (including, but not limited to, fees of Engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate Contractor against Owner, Engineer, or Engineer's Consultants to the extent said claim is based on or arises out of Contractor's performance of the Contractor or should the performance of work by any separate Contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or Engineer's Consultants or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or Engineer's Consultants on account of any such damage or claim.

If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate Contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a claim for an extension of time. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and Engineer's Consultants for any delay, disruption, interference, or hindrance caused by any separate Contractor. This paragraph does not prevent recovery from Owner, Engineer, or Engineer's Consultants for activities that are their respective responsibilities.

## **SECTION 1.4 INTERPRETATION AND ADMINISTRATION**

### **1.4.1 ENGINEER'S AUTHORITY**

The Engineer shall have general supervision and direct all work. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any or all work and materials which do not conform to the Contract, to direct the application of force to any portion of the work as may be required in his judgment, or to order the force increased or diminished, and to decide questions which arise in the execution of the work. It is further agreed by all parties hereto that the Engineer shall in all cases determine the amount, quantities, and classification of the several kinds of work or materials which are to be paid for under this Contract. The Engineer shall decide all questions which may arise relative to the performance of this Contract. All decisions of the Engineer shall, when so requested, be rendered in writing with memos to file and a copy to the Contractor. Such decisions shall be final and conclusive in all matters except the financial consideration involved. They shall be final also as to the financial conditions unless within 10 days following such decision the Contractor applies in writing to the Owner, with duplicate copy to the Engineer, for a review of such decision.

#### **a. Disagreements**

Should any disagreements or differences arise as to the true meaning or correct interpretation of the drawings or Specifications, the Engineer shall decide the true meaning or correct interpretation, the decision of which shall be final, conclusive, and binding on all parties to the Contract.

Should any conflict between such Plans and Specifications be in evidence, the Detail Specifications shall take precedence over the Plans unless otherwise stated by the Engineer, in writing, prior to the execution of the work, either in addenda, special provisions, letter, or specific reference to such conflict on the Plans.

#### **b. Suspension of Work**

The Engineer shall have the authority to suspend work on The project wholly or in part for such period as he may deem necessary, due to unsuitable weather or such other conditions as are unfavorable for the prosecution of satisfactory work, or for such time as he deems necessary due to the failure of the Contractor or his employees to perform any or all provisions of the Contract or due to the failure of the Contractor or his employees to carry out orders given to them under the terms of this Contract. Order or authorization to suspend work shall be in writing. Except as otherwise provided, no additional compensation or Contract time will be allowed due to such suspension of work.

In the event it should become necessary to suspend operations for an extended or definite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede traffic unnecessarily, nor become damaged in any way; and he shall take every precaution to prevent damage to the work performed. As required by conditions, he shall provide suitable drainage of the roadway by opening ditches, sewers, etc.; and he shall erect any temporary structures necessary to prevent such damage.

#### 1.4.2 **DUTIES AND AUTHORITY OF INSPECTORS**

Inspectors and the Engineer shall have access to the work at all times, wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including the preparation, fabrication, or manufacture of materials to be incorporated in the project. Any Inspector employed by the Owner shall be authorized to inspect any or all portions of the work or the materials and shall report the results of such inspections to the Engineer. An Inspector is not authorized to revoke, alter, or waive any requirements of the Specifications or drawings nor is he or she authorized to approve or accept completed work or any portion thereof. An Inspector is authorized to call to the attention of the Contractor any deviation from the drawings or Specifications of the work workmanship, or materials.

In no instance is the Inspector to act as foreman or to perform any other duties for the Contractor nor shall the Inspector interfere in the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall not be construed as binding the Owner or the Engineer in any way or releasing the Contractor from fulfilling any of the terms of the Contract.

If the Contractor refuses to suspend operations on the project, the Inspector shall issue a written order giving the reason for suspending work. The Inspector shall then deliver said notice to the Contractor or his employee in charge at the site of work and shall leave the site immediately. Work done during such absence of the Inspector shall not be considered as work done under this Contract and no payment shall be made therefore under this Contract.

#### 1.4.3 **CONSTRUCTION STAKES**

The Owner will provide and set construction 'stakes' including hubs, wedges, lath, whiskers, nails and/or paint marks as pertinent to the proposed work and described herein. Stakes will include appropriate notes.

Stakes will be in accordance with the following guidelines or other as agreed upon by the Owner/Contractor:

a. **Removals**

Pavement removal limits will be indicated by paint markings.

b. **Pipelines (sanitary/storm sewers, water main, culverts, conduits, etc.)**

Stakes will mark the center of structures and appurtenances. Offset stakes will also be provided. Stakes shall be noted to indicate structure/appurtenance identification/number, station, distance from reference/centerline, and elevation of the stake as set.

c. Grading (streets, parking lots, ditching, ponds, etc.)

Stakes will mark slope intercept offset, approximately two feet beyond the actual slope intercept (plan distance from reference/centerline rounded up or down to the nearest whole foot plus two feet). Stakes will be provided at 50-foot intervals, minimum. Radius and curves will be staked as appropriate. All stakes will be noted to indicate the station, distance from reference/centerline, right or left, and elevation of the stakes as set.

A grade sheet will be provided to the Contractor which lists station, distance from reference/centerline, right or left, elevation of the stake as set along with the distance from reference/centerline and elevation for proposed break points (such as changes of slope, materials, etc.). The Contractor is expected to provide and utilize accurate direct read survey equipment such as a rotating laser level and Lenker rod for laying out and verifying break points as indicated on the grade sheet.

d. Concrete (pavements, curb and gutter, curb ramps and special sidewalk or driveways)

Stakes will be provided at 25-foot intervals, minimum and offset from the proposed work as requested by the Contractor. Stakes will be noted to indicate the station, offset from the outside edge of the proposed work item, and dimension of cut or fill from the stake as set to the finished edge of the surface of the proposed work item.

e. Asphalt (pavement, parking lots, tracks, driveways, etc.)

For proposed areas which are wider/larger than 50-feet, stakes will be provided at 50-foot intervals along the centerline, and will be set to the finished grade less the thickness of the proposed asphalt.

The Contractor shall furnish at his expense, such additional stakes or other materials required to maintain and mark the point and lines given. The Contractor shall be responsible for the preservation of all stakes and marks; and if, in the opinion of the Engineer, any of the survey stakes, marks, points, or elevation benchmarks have been carelessly or willfully disturbed or destroyed, the cost of replacing them shall be charged to the Contractor by the Owner and shall be deducted from the payment for the work.

At no time shall the Contractor proceed with the work until he has made timely request(s) upon the Engineer for such stakes, points, and instructions as may be necessary and has provided reasonable opportunities and facilities for setting such points and making measurements. The Contractor shall provide advanced notice of said request for stakes of at least three (3) working days.

1.4.4 **SURVEY MONUMENT PERPETUATION**

Lot and block property pipes will be disturbed by construction activities under this project. The Engineer will perpetuate these property pipes as necessary. Any property pipes disturbed by the Contractor prior to perpetuation by the Engineer shall be restored by a registered land surveyor at the Contractor's expense. Similarly, any survey stakes or temporary markers established for the sake of perpetuation which are subsequently disturbed by the Contractor shall be restored at the Contractor's expense as discussed above. The Contractor shall notify the Engineer a minimum of one week prior to beginning construction activities which may disturb property pipes.

1.4.5 **PROTECTION OF ABUTTING PROPERTY**

It shall be the Contractor's responsibility to take the necessary precautions and to use construction methods that insure no damage is done to anything that abuts this project on private property.

If any damage should occur, the damaged item shall be repaired and restored to its original condition by the contractor.

1.4.6 **DAMAGE TO EXISTING SIDEWALKS**

Existing sidewalk adjacent to the project site shall be inventoried prior to the commencement of any work. The Contractor shall be responsible for protecting the sidewalk and will be held liable for any damage. Damaged sidewalk shall be replaced at the Contractor's expense.

1.4.7 **UNAUTHORIZED WORK**

Work done without lines or grade or instructions from the Engineer or any work done beyond the limits of this Contract as designated by the Plans and Specifications or extra work done without written authority will be considered unauthorized work and will be done at the expense of the Contractor and shall not be paid for by the Owner. Work so done may be ordered removed or replaced at the Contractor's expense, and the cost thereof may be deducted by the Owner from any payment otherwise due the Contractor.

1.4.8 **CLAIMS**

Before the final settlement will be made the Contractor must furnish to the City satisfactory evidence that all persons who have been employed upon the work, or who have furnished materials for the work under his Contract and according to these Specifications or have furnished insurance or contributions for unemployment compensation, and may have been entitled to a lien have been fully settled with and are no longer entitled to a lien. In case such evidence is not furnished, then the City may retain from all monies due the Contractor and in possession of the City such an amount as they may deem necessary to meet all lawful claims due to the above mentioned parties until such claims are fully discharged, and evidence thereof furnished to the City. The Contractor or his Surety shall pay all sums necessary to meet all such lawful claims if sufficient sums are not retained by the City.

1.4.9 **DAMAGES TO THE WORK**

The Contractor will be responsible for all damages to the work including but not limited to damages due to failure of barricades, signs, lights, flagmen, and watchmen to protect it and, when evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced or otherwise repaired by the Contractor at the Contractor's expense.

1.4.10 **PARTIAL PAYMENTS AND RETAINAGE**

Partial payments shall be prepared and submitted by the Contractor during the first week of each month by individual request per project. This submittal shall include an estimate containing a detailed breakdown of the value of the work performed and copies of invoices for materials delivered to the site. Not later than ten (10) days following the next meeting of the Owner's governing body at which the payment of bills is approved, the Owner shall pay to the Contractor the amount of such estimate as approved by the Engineer with the exception of ten percent (10%), which shall be retained until 75

percent of the Contract Price is paid, then five (5%) percent shall be withheld until final completion and acceptance of all work covered by this Contract.

A portion of the amount due to the Contractor at the time of final completion will be retained by the Owner throughout the warranty period. The amount retained shall not exceed two percent (2%) of the final contract amount. Payment of the 'warranty retainage' will become due upon a satisfactory warranty inspection or satisfactory resolution of issues noted by the warranty inspection.

#### 1.4.11 **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS**

In addition to the percentage of each monthly estimate to be retained by the Owner under a preceding provision of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due the Contractor to cover: (a) payments that may be past due and payable for just claims for labor and materials furnished in and about the performance of the work under this Contract; (b) for defective work not remedied; (c) for Fulfillment of guarantee work; and (d) for failure of the Contractor to make proper payments to his Subcontractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties entitled to payment therefrom. The Owner shall render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

#### 1.4.12 **TERMINATION FOR BREACH**

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and his Surety of the Owner's intention to terminate the Contract, such notice to state the reasons for such intention; and, unless within ten (10) calendar days after the serving of such notice upon the Contractor such violation or violations shall have ceased and satisfactory arrangements for correction have been made, the Contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon Contractor and his Surety and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within 30 days from the date of mailing to said Surety the notice of termination, the Owner may take over the project and prosecute the same to completion by Contract or by his own forces for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost, over and above the Contract amount, occasioned the Owner thereby. No plant, equipment, materials, or supplies located at the site of the project, and useful in the prosecution of the work, on the date of the before mentioned notice to termination of Contract shall be removed without the written consent of the Owner; and, in the event the Owner takes over the work and prosecutes same to completion under the terms of this Section, the Owner may take possession of and utilize in completing the project any or all of such plant, equipment, materials, and supplies as may be on the site of the project and useful therefore. Upon the completion of the project, all such nonexpendable plant, equipment, materials, and supplies as may remain unused shall be returned to the Contractor at the site of the project and shall be promptly removed by him or by his Surety.

#### 1.4.13 **SCHEDULE OF LIQUIDATED DAMAGES**

If the Contractor does not complete the work as described elsewhere within the specified time (calendar days, working days and/or completion date) the Owner will assess liquidated damages. The specified amount(s) will be deducted from payments due the Contractor for every calendar day that the work remains uncompleted. The fixed, agreed, and liquidated damages shall be assessed in accordance with the schedule listed below. The deducted amounts are not a penalty but are actual damages due the Owner

from the Contractor. The daily liquidated damage amount(s) are in addition to and do not include inspection charges incurring after the specified time has expired.

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day	Working Day
\$ .00	\$50,000	\$100.00	\$200.00
\$50,000	\$100,000	\$250.00	\$450.00
\$100,000	\$300,000	\$450.00	\$950.00
\$300,000	\$500,000	\$650.00	\$1,300.00
\$500,000	\$1,000,000	\$850.00	\$1,700.00
\$1,000,000	--	\$1,150.00	\$2,300.00

If the Contract involves more than one project, the specified completion date/period shall apply to all projects in the Contract, however the terms of this Section shall also apply to each individual project completion date(s)/period(s) separately (including interim project completion, milestone dates, etc.), based upon the original value of said individual project(s).

Any item not specifically covered by this Section of the Specifications shall be covered by Section 108, Prosecution and Progress, 'Highway Specifications'.

1.4.14 **INSPECTION CHARGES AFTER COMPLETION DATE HAS EXPIRED**

The Contractor or its Surety shall pay for each and every day inspection is required on all construction projects after the time allowed for completion has expired. This per diem rate for inspection will include the cost of inspection, construction supervision, clerical and administrative costs, vacations, pensions, holidays, overtime, and other similar overhead charges. The amount of the per diem charge will be \$250.00 per Inspector per day. The City may deduct such charges from any money then due or to become due the Contractor.

An Inspector will be assigned to the project upon notice from the City Engineer to the Contractor to start work. If more than one crew is utilized by the Contractor, as many additional Inspectors will be assigned to the project as the City Engineer deems necessary. An additional charge per day after the time allowed for completion shall be made for each such additional Inspector. Inspection will be continuous until in the judgment of the City Engineer, the project is complete.

When the official notice requires completion of the Contract by a specific calendar day, all work, including clean up of the work site must be completed by that date. The decision of the City Engineer shall be considered final in all matters pertaining to the necessity for inspection and the number of Inspectors required on construction projects.

The foregoing charges will be made in addition to the charges of liquidated damages.

1.4.15 **PAYMENT FOR INCORRECT WORK**

If the Owner deems it expedient to accept damaged work or work not done in accordance with the Contract, the difference in value together with a fair allowance for the damages shall be deducted from the Contract price for such items.

1.4.16 **CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or faulty workmanship within the period specified or provided by law; and upon written notice, he shall remove forthwith any defects due thereto and pay for any damage to other work resulting therefrom. Nothing in this paragraph shall be construed as limiting the period during

which the Owner may make a legal claim for said negligence, faulty materials, or poor workmanship.

## **SECTION 1.5 PROTECTION AND ACCOMMODATION OF THE PUBLIC**

### **1.5.1 PUBLIC ACCOMMODATIONS**

During the progress of the work, the convenience and accommodation of the public and the residents along the work must be provided for as far as is practicable. Convenient and safe access to driveways, houses, and buildings among the work must be maintained whenever possible. The Contractor shall not obstruct the drainage of any street contiguous to the work, nor prevent in any manner the normal flow of the water.

When not intended for immediate use in the work, materials delivered on the work shall be neatly and compactly piled in such manner as to cause the least inconvenience to the abutting property owners and the general public, and not within six (6) feet of any fire hydrant or police or fire alarm boxes, as such utilities must be readily accessible at all times. Shade trees and other public or private improvements shall be protected from damage.

Should it become necessary to halt the prosecution of the work in order to provide any public accommodations, no claim for damage will be allowed on account of such delay.

### **1.5.2 NOTICE TO UTILITIES**

The Contractor shall give notice in writing to all persons in charge of streets, gas and water pipes, electrical and other conducts, railroads, poles, manholes, catch basins, and all other property that may be affected by his operations at least 48 hours before breaking ground, and the Contractor shall not interfere with such utilities until the expiration of the time specified in such notice and then only by order to the Engineer, nor shall the Contractor hinder or interfere with any person in the protection of such utilities at any time except with the permission of the Engineer. Copies of such notice shall be furnished to the Engineer in duplicate at the same time that the original is served or mailed.

### **1.5.3 PROTECTION OF UTILITIES**

The Contractor shall use care in excavating to avoid damage to any public or private utility wire, pipe, main, box, lateral, pole, track, or other equipment. The Contractor shall be responsible for any such damage caused by his operations and he, and his Surety, shall save the Owner harmless from any suit or claim for damages.

### **1.5.4 NOTICE TO FIRE AND POLICE DEPARTMENT**

Not less than 24 hours prior to the blocking of any street to any extent whatsoever, the Contractor shall notify the Fire Department and the Police Department in writing. Duplicate copies of such notice shall be furnished the Engineer at the same time.

### **1.5.5 STREET BARRICADES AND DETOUR SIGNS**

When working on a street or highway that is open to traffic or when closing a street or highway to traffic to perform work under this Contract the work shall be signed and protected in accordance with Part V 'Traffic Controls for Highway Construction and Maintenance Operations' of the 'New Manual of Traffic Control Devices' prepared by the State Highway Commission of Wisconsin.

The Contractor shall also be liable for all damages caused by negligent digging up of streets, alleys, or other public grounds or which may result from carelessness in the protection of this work (Wisconsin Statutes 62.15-11).

1.5.6 **USE OF EQUIPMENT AND SEQUENCE OF OPERATIONS**

The Owner may regulate the time and type of equipment which the Contractor uses so as to minimize objectionable odors, noises, smoke, dust, etc.

The sequence of operations or the place of commencement of work may be determined by the Engineer as he shall deem fit to best serve the needs of the Owner, the abutting property holders, and the public.

1.5.7 **SAFETY FENCE**

The Contractor shall provide, erect, maintain and thereafter remove safety fence as indicated on the plans, by the special Provisions or directed by the City Engineer. Safety fence shall also be used to delineate accessible and nonaccessible areas. Provide reflective barricades in addition to safety fence as warranted and/or required for traffic control.

Safety fence shall be an orange plastic web fabric at least 4-feet in height and supported by steel fence posts spaced less than 10-feet apart. The intent of safety fence is to protect the public, existing trees, landscaping or other existing features. All work associated with the Safety Fence shall be considered incidental to construction.

1.5.8 **NOISE AND VIBRATION**

The Contractor shall comply with the City's noise and vibration ordinance, Municipal Code Chapter 10, Section 10-33 (Construction and tool use/operation noise disturbance not allowed between 9:00 PM and 7:00 AM the following day, except for emergency work). Violations will be investigated and enforced by the Marshfield Police Department.

All construction equipment and tools shall include mufflers or noise attenuation devices as originally equipped, and shall be maintained and operated in a manner which does not constitute a disturbance.

The City Engineer may grant an exception to these requirements, with acknowledgement by the Police Chief, for certain construction operations which cannot be done during normal work days or hours (such as but not limited to sawing joints in concrete pavements, etc.). The Contractor shall request permission from the City Engineer at least three working days prior to the proposed occurrence.

**SECTION 1.6 ACCEPTANCE, MEASUREMENT, AND COMPLETION**

1.6.1 **USE OF COMPLETED PORTIONS**

The Owner shall have the right to take possession of and use any completed or partially completed portion of the project whenever it shall be deemed in the public interest to do. Such occupation or use prior to the time of acceptance of the complete project shall not relieve the Contractor of any obligation under any other Sections of these Contract Documents nor shall it constitute a waiver on the part of the Owner of any right stipulated or inferred elsewhere in these Contract Documents. However, if such prior occupation and use increases the cost or delays the work, the Contractor shall be entitled to extra compensation or an extension of time, or both, as may be determined by the Engineer.

1.6.2 **FINAL INSPECTION**

As soon as is practicable after notification by the Contractor and confirmation by the Inspector that all of the work contemplated under this Contract has been completed, the Engineer shall make a final inspection of the project. Whenever the Contractor shall have been notified by the Engineer that the project is ready for acceptance, the Contractor shall prepare and present to the Engineer the final estimate of quantities and the final completed prices for work performed and materials furnished. Payment of such final estimate shall not relieve the Contractor of responsibility for faulty materials or workmanship.

1.6.3 **WARRANTY INSPECTION**

Near the end of the warranty period, the City Engineer shall inspect the project and document all defects, including but not limited to materials, workmanship, and damaged or incomplete items. Damaged items shall include new and existing facilities which were damaged through construction of the project.

The Engineer will prepare a list or drawing indicating said defects and inform the Contractor of the defects to be repaired prior to final payment. Note: The Contractor may not be allowed to repair or replace all defects. Costs for defects not repaired or replaced shall be deducted as described elsewhere.

1.6.4 **INCIDENTAL ABSORBED**

All of the work, equipment, and materials covered by these Specifications, or the drawings, or any work, equipment, or materials that may be reasonable from the information given on the Plans or in the Specifications and which may be necessary to complete the project in a workmanlike manner, or the tools, appliances, or structures that may be used by the Contractor and the cost of all such materials, equipment, tools, and work shall be considered to be included in the prices and amount mentioned in the Contractor's Proposal or Bid.

Failure on the part of the Contractor to provide adequate equipment maintained in proper working order may be sufficient cause of suspension of any or all operations until compliance with this Section is obtained or may constitute cause for default of this Contract.

1.6.5 **NO WAIVER OF LEGAL RIGHTS**

The Owner shall not be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is inaccurate, untrue, or incorrectly made, or that the work or materials do not conform in fact to the Contract. Notwithstanding any such estimate, measurement, or certificate and payment in accordance therewith, the Owner shall not be stopped or precluded from recovering from the Contractor and his Surety such damages as it may sustain by reason of the Contractor's failure to comply with the terms of this Contract. Neither the acceptance by the Owner, the Engineer, or any representative of either, nor any payment for or acceptance of the complete project or any part thereof, nor any possession taken by the Owner or extension of time, shall operate as a waiver of any portion of the Contract, or any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be construed to be a waiver of any other breach or any prior or subsequent breach.

1.6.6 **CONTRACT TIME/COMPLETION DATE**

The number of calendar or working days to complete the Contract or the completion date is noted on the Proposal Form. The time will start when the Notice to Start Work has been received as evidenced by the return receipt of Certified Mail delivery. The time will end when all items of the Contract have been completed and the project is accepted by the City Engineer. If the Contract involves more than one project the specified time shall apply to all projects in the Contract.

#### 1.6.7 **CONTRACT CLOSEOUT**

Upon final completion of the project and prior to the final payment, the Contractor shall submit the documents listed below:

- a. Evidence of Payment/Release of Liens from subcontractors and suppliers.
- b. Affidavit of Compliance with Prevailing Wage Rate Determination.
- c. Warranty for materials requiring a special guarantee/warranty.
- d. Completion Statement (on Contractor's letterhead with the project(s) specifically referenced; statement indicating all lienable items, labor, equipment, materials and wages have been paid in full and all permits/licenses/approvals were complied with; signed, dated and notarized).

#### 1.6.8 **FINAL CLEANING**

Prior to final acceptance of the project, the Contractor shall completely clean all new facilities and existing facilities affected by construction. Facilities to be cleaned shall include but are not limited to: surfaces such as streets, gutters, sidewalks, driveways, ditches; storm sewer mains, manholes, outfalls, treatment devices and catch basins/inlets/area drains including grates, structures and sumps; sanitary sewer mains and manholes; and other facilities pertinent to construction of the project including haul roads, temporary/access roads, storage/staging areas, etc.

Final cleaning includes clean-up for work completed by others concurrently with the project, such as but not limited to asphaltic pavement (placed under City or private contract), private plumbers, utility companies, etc.

If Final Cleaning (along with miscellaneous adjustments and repairs) resulting from private work is determined by the City Engineer to be excessive, the Contractor will be compensated for said work via Contract Change Order (negotiated prior to completion of said work).

Cleaning methods, materials and equipment shall not create hazards or nuisances to property owners and the general public.

Remove all waste, debris, rubbish, etc. from the project site and legally dispose of said materials as necessary.

Final Cleaning shall occur after all surface construction has been completed. Clean and remove concrete and/or asphalt materials (such as debris, waste, splatter, overspray, etc.) from manholes, steps, castings (frame seat, covers, pick holes, etc.), electrical appurtenances, walls, fences, buildings, etc.

## **SECTION 12**

### **BITUMINOUS PAVEMENT AND SURFACE TREATMENTS**

#### **INDEX**

#### **SECTION 12C - CIP SEAL COAT**

SECTION 12C.1 DESCRIPTION

SECTION 12C.2 MATERIALS

12C.2.1 Aggregates

12C.2.2 Bituminous Material

SECTION 12C.3 EQUIPMENT

12C.3.1 Aggregate Spreaders

12C.3.2 Bitumen Distributors

12C.3.3 Brooms

12C.3.4 Rollers

SECTION 12C.4 CONSTRUCTION

12C.4.1 Preparation of Base

12C.4.2 Heating Bituminous Materials

12C.4.3 Spreading Binder Bitumen

12C.4.4 Spreading Cover Aggregates

12C.4.5 Rolling

SECTION 12C.5 TRAFFIC CONTROL

SECTION 12C.6 FINISHING AND OPENING TO TRAFFIC SECTION

12C.7 METHOD OF MEASUREMENT

SECTION 12C.8 PAYMENT

#### **SECTION 12C.1 DESCRIPTION**

Bituminous seal coats shall consist of one or more applications of binder bitumen, with one or more successive applications of cover aggregate, constructed only when the surface pavement and air temperatures are above 20 Degrees C (70 Degrees F).

#### **SECTION 12C.2 MATERIALS**

Materials used in bituminous seal coat work shall comply with the following requirements:

##### **12C.2.1 AGGREGATES**

The aggregate cover shall be a washed aggregate and shall be composed of hard durable gravel, crushed stone, or mixture, with abrasion loss by AASHTO96 Method C not exceeding 40. Gradation shall be as follows:

PERCENT PASSING						
SIEVE SIZE	1/2"		3/8"		SAND	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
3/4"	100					
1/2"	97	100	100			
3/8"	40	90	90	100	100	
No. 4	5	30	10	55		
No. 8	0	15	0	20	60	90
No. 30			0	7		40
No. 200	0	4	0	1.5	0	1.5

12C.2.2

**BITUMINOUS MATERIAL**

Unless the Contract Documents stipulate a specific grade, the binder bitumen used shall be Cationic CRS-2, complying with requirements of ASTM D-2397, or MAC-5.

**SECTION 12C.3**

**EQUIPMENT**

The equipment used shall be of types approved by the Engineer and shall be kept in satisfactory working condition.

12C.3.1

**AGGREGATE SPREADERS**

Aggregate spreaders shall be pull type or self propelled, mounted on pneumatic tires, with a width of spread not less than 12 feet. The unit shall be capable of spreading aggregate specified above at a rate desired from 10 to 30 pounds per square yard of surface covered without contact of the wheels of the spreader with the treated surface until the aggregate has been spread.

12C.3.2

**BITUMEN DISTRIBUTORS**

Distributors shall be mounted on dependable motor trucks equipped with pneumatic tires. Distributors shall be provided with burners with heating coils and an accurate thermometer indicating temperature of the bitumen in the tank. Distributors shall supply bitumen to spray bars to produce an even spray at rates varying from .03 gallon to .5 gallon per square yard in a smooth uniform coating at a forward speed of up to 20 MPH. The spray bars shall be adjustable vertically and shall provide a total spray width of not less than 12 feet. Distributors shall operate according to manufacturer's instructions for use for spray bar height above surface, nozzle size and angle of spray fan, and tables of rates of distribution in gallons per square yard for tachometer readings. Distributor calibration shall be verified before being used.

12C.3.3

**BROOMS**

A power driven rotary broom is required for cleaning surfaces before bitumen is applied. Such brooms shall be driven by an auxiliary motor or by power take off.

12C.3.4

**ROLLERS**

Pneumatic tire rollers shall be used and shall be self propelled, with tires not smaller than 7.50 x 15 size. Rollers shall be loaded to produce a compressive force of not less than 200 pounds per inch width of the roller. Tire inflation shall not be less than 60 psi. Steel rollers shall not be used unless authorized by the Engineer and then only for finishing work.

**SECTION 12C.4**

**CONSTRUCTION**

The rates of application for binder bitumen and cover aggregate shown in succeeding paragraphs are approximate and may be varied as found desirable on the basis of laboratory or field tests for any project.

12C.4.1

**PREPARATION OF BASE**

Immediately before bitumen is applied the Contractor shall clean the entire surface to be treated and the adjacent gutters of all foreign material, including dust. Such work shall include all blading, cleaning, and incidental work required to produce a clean surface. If conditions make it necessary, stone bases may be required to be fogged with water before sealing. In cases where power brooms fail to remove dust from depressions and pockets, hand brooms shall be used. Material removed from the road surface shall be bladed or swept over the shoulder or the material shall be hauled away.

12C.4.2

**HEATING BITUMINOUS MATERIALS**

Bituminous materials shall be heated to a temperature which will permit uniform spreading. It is estimated that temperatures between the following limits will produce the desired viscosity.

Designation	Temperature
CRS-2	125-170

12C.4.3

**SPREADING BINDER BITUMEN**

Bitumen shall be applied to the prepared base or surface at the rate of 0.30 gallon per square yard, if not otherwise specified. Adjacent applications of bitumen shall close with a minimum longitudinal lap. The length of spread shall not be greater than can be covered with aggregate within twenty minutes after the bitumen spread has been completed, nor longer than can be completely rolled within thirty minutes after the bitumen spread has been completed.

12C.4.4

**SPREADING COVER AGGREGATES**

Promptly after the spreading of bitumen has been completed on any section of the roadbed, cover aggregate of the size specified in the Contract Documents shall be spread uniformly over the treated area at the rate of 30 pounds per square yard, if not otherwise specified.

When the treatment is placed in two lanes, the width of spread of aggregate for the first lane shall be one-half the width of roadway to be treated.

12C.4.5

**ROLLING**

Rolling shall follow promptly after the aggregate has been spread to secure early embedment of the aggregate in the bitumen. The length of time elapsed from the time the bitumen has been placed until the time spreading and rolling is complete shall not exceed thirty minutes.

It is anticipated that satisfactory embedment shall be secured by ten roller coverages. The roller shall be operated at a speed not greater than 5 MPH. Any additional rolling ordered by the Engineer will be paid for as extra work.

**SECTION 12C.5      TRAFFIC CONTROL**

Normal seal coating shall be performed on surfaces closed to traffic unless specified otherwise in the Contract Documents. The Contractor shall provide all proper signs and barricades necessary for public protection.

**SECTION 12C.6      FINISHING AND OPENING TO TRAFFIC**

The Contractor shall restore to an acceptable condition any portion of the roadway disturbed by his construction operations. After the cover coat has been spread, smoothed, and rolled, the road may be opened to traffic.

**SECTION 12C.7      METHOD OF MEASUREMENT**

The quantities involved in bituminous seal coat and surface treatment satisfactorily constructed will be measured by the Engineer by the square yard, completed in place.

**SECTION 12C.8      PAYMENT**

Payment to the Contractor, measured as provided above, shall be at the Contract Price per square yard.

Work shall be completed no later than August 31<sup>st</sup> of the year it is done.