

PROJECT MANUAL

2024 GSB-88 BITUMINOUS SEAL



11333 N. CEDARBURG ROAD 60W
MEQUON, WISCONSIN 53092

By
ENGINEERING DIVISION
CITY OF MEQUON

March 2024
FILE NO. 3762-24

PROJECT MANUAL
FOR
CITY OF MEQUON
2024 GSB-88 BITUMINOUS SEAL

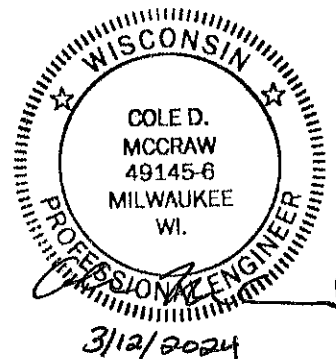
I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Wisconsin.



Cole McCraw, PE, Assistant City Engineer

Date: 3/12/2024 Reg. No. 49145

PREPARED BY: Jeremy Dandy
Engineering Division
City of Mequon



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PROJECT DESCRIPTION AND DETAILS

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2024 GSB-88 BITUMINOUS SEAL

DIVISION 0 - BIDDING REQUIREMENTS AND CONTRACT FORMS

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SECTION 00030
NOTICE TO BIDDERS

OWNER: The City of Mequon, Wisconsin, by the undersigned Director of Public Works/City Engineer, will receive Bids for the **2024 GSB-88 Bituminous Seal** as follows:

Base bid items include GSB-88 Bituminous Pavement Sealing on approximately 4.47 miles of Mequon city streets. Additive bid items include an additional 1.63 miles of GSB-88 Bituminous Pavement Sealing.

ENGINEERING PROJECT FILE NO. 3762-24

Bids shall be submitted on the forms included in the bidding and contract requirements section of these Contract Documents.

PROJECT MANUAL: Project manuals will be available after 12:00 noon on Tuesday, March 12th, 2024. Project manuals including contract documents, bidding documents and specifications may be obtained by contacting the City Engineering office at 262-236-2934 or by email at engineering@ci.mequon.wi.us. Hard copies of the project manual will be available for review and may be purchased for a \$25 non-refundable fee at Mequon City Hall, 11333 N Cedarburg Road 60W, Mequon, WI 53092-1930. A \$5 shipping and handling charge will apply for hard copy manuals that are mailed.

BIDS: All Bids shall be addressed to Kristen Lundeen, P.E., Director of Public Works/City Engineer, City of Mequon, 11333 North Cedarburg Road 60W, Mequon, WI 53092, and shall be enclosed with the name and address of the Bidder and the contract for which the Bid is being submitted on the outside of the sealed envelope.

TIME: Sealed Bids will be received until 2:00 P.M. on Tuesday, March 26th, 2024, in the Engineering Division at Mequon City Hall, at which time all Bids will be publicly opened and read aloud.

PRE-BID CONFERENCE: A pre-bid conference will be held for all interested bidders at 1:00 P.M. on Tuesday, March 19th, 2024 at which time any questions may be answered. The pre-bid meetings will be held at City Hall at which time any questions may be answered. Attendance of this meeting is strongly encouraged as the lack of information resulting from failure to attend this meeting does not relieve the bidder of any obligations pertaining to their bid, or to the execution of the contract shall it be awarded to said bidder.

PROJECT DATES: All work can start after July 8th, 2024 and shall be completed by August 30th, 2024. Failure to meet the August 30th deadline will result in the assessment of liquidated damages as specified by the Contract Documents.

QUALIFICATION STATEMENT: In accordance with Wis. Stat. §66.0901(2), Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Qualification Statement shall be submitted to the office of the Engineer no less than five days prior to the opening of bids. Failure to submit a qualification statement at least five days prior to bid opening will result in the rejection of the bid. Qualification Statement forms can be obtained at the office of the City Engineer. An evaluation of qualification statements will be made by the Engineer who will provide a recommendation to the Common Council prior to award. Those firms whose qualifications are found to be unacceptable shall be disqualified from consideration of award.

BID SECURITY: A certified check, or satisfactory Bid Bond payable to the City of Mequon in the amount of not less than five (5%) percent of the Bid shall accompany each Bid as guarantee that if the Bid is accepted the Bidder will execute and file the Contract Performance Bond and

Insurance Certificate as required by this contract within ten (10) calendar days after Notice of Award of the Contract by the City.

BID REJECTION: The City reserves the right to reject any and all Bids, waive any informalities or irregularities in Bidding or accept any Bid or Bids which, in the opinion of the City, shall serve the City's best interest.

BID WITHDRAWAL: No Bid may be withdrawn for a period of forty-five (45) days after the time and date set for the opening thereof, without the consent of the City.

AWARD OF CONTRACT: It is anticipated that authorization to award to the selected qualified, responsive and responsible low bidder will be granted at the April 9th, 2024 Common Council meeting. The selected contractor shall, within 5 working days after notification, provide to the City of Mequon the required contract documents for signature.

Published by authority of the City of Mequon, Wisconsin

CITY OF MEQUON
Engineer

Kristen Lundeen, P.E., City

END OF SECTION

SECTION 00100

INSTRUCTION TO BIDDERS

DEFINED TERMS

The terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Engineer" is defined as the City or City's engineer. The term "Bidder" is defined as one who submits a Bid to the City. The term "Successful Bidder" is as defined as the lowest qualified, responsible, and responsive Bidder, to whom the City awards the Contract.

COPIES OF BIDDING DOCUMENTS

The Plans, Specifications, and Contract Documents (PS & CD), which include the Official Notice; Instructions to Bidders; General and Supplementary Conditions; Addenda; Specifications; Plans; Drawings; completed Bonds and Bid Forms of the Successful Bidder; and all Amendments, Modifications, Change Orders, and Supplements issued on or after the Effective Date of the Agreement are on file at Mequon City Hall. Bidders may examine them and/or may obtain complete sets at this office, as stated in the Official Notice. A \$25.00 non-refundable fee will be charged.

Each Bidder shall consider the foregoing PS & CD, applying to this work, as a part of every Bid which he submits and shall consider the PS & CD as a part of every Agreement subsequently executed for doing the work referred to herein, as fully as though they had been set forth in the body of the Bid and the Agreement.

QUALIFICATION STATEMENT

In accordance with Wis. Stat. §66.0901(2), Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Pre-Qualification Statement shall be submitted to the office of the Engineer no less than five days prior to the opening of bids. Pre-Qualification Statement forms can be obtained at the City of Mequon Engineering Department.

The Bidder shall also show that he is fully prepared to with the necessary capital to commence the work or furnish the material, without delay, and that he is prepared to **complete the work within the time specified in the PS & CD** and in accordance with the Agreement.

EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE

Bidders **must** satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they prefer, as to the character of the work to be done, the accuracy of material quantities, and the intent of the PS & CD. After the submission of the Bid, the City will not entertain any complaint or claim of misunderstanding with regard to the schedule, quantities, or to the nature of the work to be done.

Neither the City, its officers, agents, or employees make any representation as to the existence or nature of surface or subsurface difficulties, obstructions, or obstacles which the Successful Bidder may encounter in the course of completing the work, whether shown on the Plans or not. The Bid price for the work described by the PS & CD must cover satisfactory completion thereof on this condition. In no event shall a Bidder hold the City, its officers, agents, or employees responsible for the accuracy of test borings, if furnished, heretofore or hereafter made or any representations as to the nature of the soil. The results of any borings made by the City are available to Bidders for such information as they may derive therefrom, subject to the condition herein above specified.

Bidders must acquaint themselves, whenever necessary, with the condition of the ground on and through which they are to do the work, to determine whether any excavation may be in rock, hard-pan, quick-sand or soft ground, and the existence and nature of all surface or subsurface difficulties, obstructions or obstacles, whether or not shown on the plans. Bidders should be familiar with all of the requirements of the PS & CD for this work, so that they can submit an intelligent bid.

All Bidders are strongly encouraged to visit the construction site so as to acquaint themselves with the scope of work and to perform their own material quantity take-offs. However, trespassing onto private property outside of road right-of-way areas is not allowed. Failure to perform such a site visit does not relieve the bidder from its responsibilities, bid accuracy, knowledge of scope of work, and full compliance with all contract requirements. Should a bidder find a significant (10%) error in the contract quantities, it is incumbent upon them to bring this to the City's attention prior to bid opening, so appropriate action can be taken. Failure to do so does not obligate the City for any additional cost and expense incurred by the contractor.

MATERIAL AND EQUIPMENT

Wherever the contract documents provide only one listed vender, supplier, or manufacturer for a piece of equipment or material, the contractor shall interpret the meaning to be "or equal." When the listed vender, supplier or manufacturer is not the provider of the material and/or equipment bid, it shall be the contractor's responsibility to provide the owner all forms of documentation required and/or necessary to clearly show that the item bid is equal to the listed item from the suggested/recommended vender, supplier, or manufacturer. If the contractor fails to provide sufficient documentation to clearly show equivalency, the item shall be supplied by the listed vendor, supplier, or manufacturer.

BID SIGNATURE

Bidders must state in their Bids their full name and business address. If an incorporated company, Bidders must list the name of the State which has incorporated the company under its laws. The State of Wisconsin must have licensed this company to do business, prior to award of this Contract for the work described in the PS & CD. The party properly authorized to submit the Bid must sign it.

If a Bidder does not sign his Bid, the signee must attach a Power of Attorney, evidencing the authority to sign the Bid in the name of the persons for whom he has signed it.

The signee of a Bid for a corporation shall indicate the correct corporate name thereof and shall include the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By (name, title)". If the signee of such a Bid is other than the President or Vice-President of the corporation, this signee shall attach a certified copy of a resolution of the Board of Directors, evidencing the authority of such official to sign the Bid. Such Bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

For Bids of a partnership, all of the partners, or an attorney-in-fact, shall sign the Bid. If signed by an attorney-in-fact, he should attach to the Bid a Power of Attorney, executed by the partners, evidencing authority to sign the Bid.

BID FORM AND SUBMITTAL

Each Bidder must seal his Bid in an envelope, upon which he shall plainly state the title of the work for which he submits the Bid. Along with the Bid, the Bidder must submit the cash deposit, Bid bond, or certified check in the amount of 5% of the base bid. The Bidder should deliver or mail the Bid to the Engineer at the City Hall, at or before the time specified in the Official Notice.

The City will only consider Bids which are made out on the regular form furnished with this document and which include a quotation for all required Bid items. When the City does not require a quotation on an item in the schedule of quantities, Bidders should insert the words "No Bid" in the appropriate space provided. Bids must contain a price which is both adequate and reasonable for each and every item named in the schedule of quantities on the Bid form. The City will reject unbalanced Bids. The Bidder shall specify in words and in figures (in case of discrepancy, the written words will govern) the total sum for which he will perform all of the work or furnish all of the material specified. All writing shall be done in ink. The City, at its discretion, will compare Bids, in whole or in part, on a unit basis.

The Bidding shall be as set forth on the Bid Form. Each Bid Item shall include all of the Contractor's costs, such as transportation, insurance, bonds, delays, labor, machinery, tools, rigging, brushes, and all materials necessary to repair, clean, and paint as necessary in strict conformity with the requirements of these Specifications.

The schedule of quantities of the work, while the result of careful calculation, are approximate. Bidders shall assume them to be reasonably accurate, and shall use them in calculating the relative amounts of the bid, but they are not the basis for final payment. Each Bidder shall make his own estimate of the quantities and shall calculate his unit prices accordingly. Bidders who rely upon and use these approximate quantities for the calculation of their bid quantities do so at their own risk. The estimated quantities are provided for project scoping purposes.

The Bidder declares: 1) that he will perform all of the work at his own proper cost and expense; 2) that he will furnish all necessary material, labor, tools, machinery, apparatus, and other means of construction in the manner provided and at the time specified in the PS & CD, of which his Bid will become part, if and when accepted; 3) that only the persons, firm, or corporation herein named have an interest in this Bid; and 4) that he submits this Bid without collusion with any person(s) or corporation(s). 5) The submission of a bid acknowledges that the respective bidder recognizes the fact that the contract is a unit price contract and that the prices per item provided in the bid schedule are to be used for bid analysis by the City of Mequon and to provide a basis for addressing addition or deletion of work as a result of unforeseen conditions. The contract will be awarded based on the total bid amount of the base bid price plus any additive bid price(s) selected by the City on the bid form.

REJECTION OF BIDS

The City Council reserves the right to reject any and all Bids when such rejection is in the best interest of the City; to reject the Bid of a Bidder who has previously failed to perform properly, or complete on time, Contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the City Council, in a position to perform the work specified.

AWARD

The City shall award the Contract to the lowest qualified responsive responsible Bidder. The City shall mail or deliver a Notice of Award to the Successful Bidder. If low Bids are tied, the City Council will select the Successful Bidder in its sole discretion.

The City will require the Successful Bidder to execute and deliver three copies of the Agreement, to which an approved surety or sureties shall, in accordance with the law, become bound to perform or to secure the performance of the Agreement for sums equal to the Agreement prices. The copies of this Agreement will be in the form attached hereto and the successful Bidder shall deliver them to the Engineer, within ten (10) calendar days from the date of notice from said Engineer that the City, Common Council has authorized award of the Contract. In case of failure to perform the above, the City will consider this Successful Bidder to have abandoned his Bid, and to be in default to the City of Mequon in the full amount of the Bid Bond. It is distinctly understood and agreed by the Bidder that the Bid Bond accompanying the Bid represents the liquidated damages which the City will suffer by reason of the Bidder's default in properly executing the Agreement and by the need to furnish sureties after the City has awarded the Contract.

TRAFFIC CONTROL

Unless directed otherwise by the Engineer, all work included in this contract shall be done under traffic. Traffic control is the sole responsibility of the Successful Bidder/Contractor. Traffic control shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6. The Contractor shall develop a traffic control plan for review and approval by the Engineer at the pre-construction conference or at a minimum, 5 working days prior to desired start date. Traffic control plan shall include all of the necessary typical applications

from Table 6H-1 of the MUTCD. The contractor shall determine the appropriate application based on speed and traffic conditions. Include the Typical Application (TA) diagrams showing the typical signs, spacing, and tapers being used. For pulverizing and paving projects, the contractor is allowed to close the road to thru traffic with proper advanced warning and lighted barricades and traffic drums. The roads, however, must remain open to local traffic.

TIME OF COMPLETION

The Successful Bidder must complete the entire work, to the Engineer's satisfaction, in the number of days or by the date specified in the contract documents. The Engineer or his designated representative shall oversee, but not supervise the work.

LIQUIDATED DAMAGES

The liquidated damages for not completing the work within the time specified shall be as set forth in the Supplementary Conditions and/or the Agreement (Section 00500-Contract).

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Bid for the proposed work is in doubt as to the true meaning of any part of the PS & CD, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. The Engineer will make an interpretation of the proposed documents only by an Addendum, duly issued. The City will send copies of such Addendum to each prospective Bidder and this Addendum will become a part of the PS & CD.

All Bids submitted shall include an acknowledgment of receipt of the Addenda. Verbal interpretations will be without legal effect.

WITHDRAWAL OF BIDS

A Bidder may withdraw his Bid at any time prior to the scheduled time for receipt of Bids. Unless a longer or shorter time period is stated in the Official Notice, no Bid may be withdrawn for forty-five (45) days after the date of the Bid opening.

BID BOND

A certified check or a satisfactory Bid Bond, payable to the City of Mequon, executed by the Bidder and a Wisconsin licensed surety company in an amount not less than five (5) percent of the total Bid, shall accompany each Bid. This Bid Bond will serve as guarantee that if the City accepts the Bid, the Bidder will execute and file the proposed Agreement and Bonds within ten (10) calendar days after the award of the Contract. The City will consider no Bid, unless otherwise noted, unless it is accompanied by a Bid Bond guarantee. The Bid Bond shall be made payable to the City of Mequon.

The City will return the Bid Bond and/or deposit of all except the three lowest Bidders within three (3) work days after the opening of the Bids. The City will return the Bid Bond and/or deposit of the three lowest Bidders within two (2) work days after it approves the executed Agreement with the successful bidder.

WAGE RATES

Effective January 1st, 2017 state prevailing wage law will only apply to state agency and state highway projects.

END OF SECTION

- b. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the contract specifications or other documents being a part of this contract shall be subject to the terms of this paragraph during the three year guarantee period. All special guarantees and manufacturers' warranties shall be delivered to the City before shop drawings on items of major equipment are approved; guarantees and warranties for other items shall be furnished prior to the acceptance of the work.
5. City reserves the right to modify elements and/or portions of the contract if budget constraints warrant it. The unit prices are to be used as a basis for any addition and/or deletion of work to the contract.

Attach all Addendum's, if any, to this sheet.

BID PRICE SCHEDULE – 2024 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L	PRICE/STREET
		FROM	TO			
MAIN ROADS (West of Milwaukee River)						
1	Davis Road	Pioneer Road	Bonniwell Road	21	0.95	
SUBDIVISIONS (West of Milwaukee River)						
2	Bonniwell Court	Bonniwell Road	CDS	22	0.40	
3	Ravenwood Court	Bonniwell Court	CDS	22	0.10	
4	Westfield Road	Cedarburg Road	End	22	0.39	
5	Meadow Lane	Westfield Road	End	22	0.20	
6	Kathleen Lane	Cedarburg Road	CDS	22	0.24	
SUBDIVISIONS (East of Milwaukee River)						
7	Grasslyn Road	Donges Bay Road	Zedler Lane	24	0.50	
8	Sunnycrest Drive	Donges Bay Road	Zedler Lane	20	0.50	
9	Greenview Drive	Donges Bay Road	Zedler Lane	22	0.50	
10	Zedler Lane	Grasslyn Road	Donges Bay Road	22	0.32	
11	Clover Lane	Grasslyn Road	Brookdale Drive	22	0.37	
TOTAL BASE BID - BID ITEMS 1 THROUGH 11:						

Contract Price - Base Item: Total Bid for Items 1 through 11

\$

Written

Figures

BID PRICE SCHEDULE – ADDITIVE BID ITEMS

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L	PRICE/STREET
		FROM	TO			
A1	Marseilles Drive	River Road	St. Anne Lane	22	0.13	
A2	St. Anne Lane	Marseilles Drive	St. Anne Court	22	0.12	
A3	St. Anne Court	Sherbrooke Drive	CDS	22	0.13	
A4	Sherbrooke Drive	St. Anne Lane	Marseilles Drive	22	0.37	
A5	Freistadt Road	Wauwatosa Road	Ridge Road	28	0.34	
A6	Sunset Woods Lane	Granville Road	CDS	21	0.20	
A7	Range Line Terrace	Range Line Road	CDS	24	0.26	

Final completion of all work is required as stated in Notice to Bidders. Start date for construction will be approved by the City.

The City of Mequon reserves the right to reject any or all Bids, to waive any technicality in any Bid and accept any Bid deemed to be the most advantageous to the City of Mequon.

The Bidder submitting this Proposal hereby agrees to perform the work in accordance with all the terms, conditions and requirements of the PROPOSAL, CONTRACT DOCUMENTS AND SPECIFICATIONS. Said Contract Documents are made a part hereof as full and completely as if attached hereto.

Proposal submitted by: NAME: _____

ADDRESS: _____

If a corporation, answer the following:

Sole Trade, Partner, or Corporation

Incorporated under the laws of the State of _____

By: _____ (Bidder must sign on this line) _____ (Title)

LIST OF SUBCONTRACTORS

Pursuant to Section 66.0901 (7), Wisconsin Statutes, the Bidder, as part of this proposal, submits this full and complete list of all subcontractors and the class of work to be performed by each:

NAME OF SUBCONTRACTORS	CLASS OF WORK
_____	_____
_____	_____
_____	_____

I hereby certify that the use of the name of the above Contractor was with the knowledge and consent of the sub-contractor.

(Bidder)

SUBLETTING OR ASSIGNING OF CONTRACT

If the Contractor sublets the whole or any part of the work to be done under this Contract, he shall not under any circumstances be relieved of his liabilities and obligation. All transactions of the City shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to the character and competence. The Contractor shall not assign, sublet, transfer, convey, sell or otherwise dispose of the whole or any part of his contract, his right, title, or interest therein, or his power to execute such contract to any person, firm, partnership or corporation without the written consent of the City Council.

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)

) SS

Pursuant to Section 66.0901 (7), Wisconsin Statutes _____
being duly sworn, deposes and says:

That _____, the duly authorized representative of _____

(Name of person, firm or corporation submitting Bid)

Bidder for doing the work or labor or the furnishing of material under the proposal of which this affidavit is a part, and

That the said Bidder has examined and carefully prepared his Bid form, the Plans and Specifications, and has checked the same in detail before submitting said Proposal or Bid to the City of Mequon, represented by the City Council.

(Signed by Bidder or his authorized representative)

Subscribed and sworn to before me this

_____ day of _____, 20_____

Notary Public

My commission expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound
unto _____ as

CITY in the penal sum of _____
For the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves
successors and assigns.

Signed this _____ day of _____, 20_____

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby
made a part thereof to enter into a contract in writing for the _____

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the CITY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day/year set forth above.

Principal

(L.S.)
Surety

By: _____

ATTEST: _____

END OF SECTION

SECTION 00500

CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____, 2024 by and between the City of Mequon hereinafter called "CITY" and _____, hereinafter called "CONTRACTOR." CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Base bid items include GSB-88 Bituminous Pavement Sealing on approximately 4.47 miles of Mequon city streets. Additive bid items include an additional 1.63 miles of GSB-88 Bituminous Pavement Sealing.

The Project for which the work, under the contract Documents, may be the whole or only a part is generally described as follows:

2024 GSB-88 Bituminous Seal

ENGINEER

The Plans and the specifications were prepared by the City of Mequon. The City Engineer, who is hereinafter called ENGINEER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

CONTRACT TIME

Work shall be completed in accordance with the contract Documents by August 30th, 2024.

DAMAGES

Failure to comply with the August 30th, 2024 completion date will result in liquidated damages being assessed at the rate of \$500.00 (five hundred dollars) per day.

CONTRACT PRICE

The CITY shall pay the CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as specified in Section 00300 as follows: \$_____, which figure shall be adjusted in accordance with the attached "Contractor's Unit Prices" for extras and credits, for changes in the scope of the work.

The CITY reserves the right to increase or decrease the quantities of work. The cost for such an increase or decrease in the quantities of work will be negotiated using the unit prices/schedule of prices for determination of reasonable cost. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

PAYMENT PROCEDURES

Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments; Retainage

The City shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established in the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided by Wisconsin State Statutes:

- The retainage shall be an amount equal to not more than 5% of said the estimate until 50% of the work has been completed.
- At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily.
- At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.
- Upon substantial completion of the work, an amount retained may be paid to the contractor.

Final Payment

Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the Contract Price as recommended by Engineer.

CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

CONTRACTOR has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

CONTRACTOR has made or caused to be made examinations, investigations and test and studies of such reports and related data in addition to those referred to above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes. CONTRACTOR has correlated the results of all such observations, examinations, investigations, test

reports and data with the terms and conditions of the Contract Documents. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

CONTRACT DOCUMENTS

The Contract documents which comprise the entire agreement between CITY and CONTRACTOR are attached or referenced in this Agreement, made a part hereof and consists of the following:

Official Notice and Instructions to Bidders, General and Supplementary Conditions, Addenda, Specifications, Plans, Drawings, completed Bonds and Bid Form, Contract, all Amendments, Modifications, Change Orders and Supplements issued on or after the effective date of agreement.

There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Article 1 of the General Conditions).

MISCELLANEOUS

Terms used in the Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. CITY and CONTRACTOR each binds himself, his partners, successors assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

LIEN NOTICE

As required by the Wisconsin Construction Lien Law, CONTRACTOR hereby notifies CITY that persons or companies furnishing labor or materials for the construction on CITY'S land may not have lien rights on CITY'S land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned CONTRACTOR, are those who contract directly with the CITY or those who give the CITY notice within 60 days after they first furnish labor or materials for the construction.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to the CONTRACTOR and TWO to the CITY. All portions of the Contract Documents have been signed or identified by City and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on _____, 2024

CITY: CITY OF MEQUON

CONTRACTOR:

BY _____
(Mayor)

BY _____
(Title)

Date

Date

(Corporate Seal)

(Corporate Seal)

BY _____
(City Clerk)

ATTEST: _____

Date

ATTEST AS TO FORM: _____
(City Attorney)

Date

Address for giving notices:
Mequon City Hall
11333 N. Cedarburg Road 60W
Mequon, WI 53092-1930

END OF SECTION

SECTION 00600

BONDING AND CERTIFICATION

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplemental Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. BONDS

- A. Contractor shall furnish performance and labor and materials payment bonds to the City prior to commencement of the work. Premiums for such bonds shall be paid for by the Contractor.
- B. The bonds shall be in accordance with section 5.1 and 5.2 of the standard general conditions of the construction contract. They shall provide security for the faithful performance of the contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in the connection with the contract, each in an amount at least equal to one hundred percent (100%) of the contract amount. The surety on such bonds shall be secured from the surety company licensed to do business in the State of Wisconsin. Failure to provide these bonds within ten (10) days of Contract award will be grounds for termination of the Contract.

3. CERTIFICATES

- A. Contractor shall furnish the City with a certificate of insurance providing proof of adequate insurance coverage per the contract requirements prior to commencement of the work.

SECTION 00600

LABOR AND MATERIALS PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____

Hereinafter called "PRINCIPAL" and _____

of _____, State of _____ Hereinafter called

"SURETY", are held and firmly bound unto The City of Mequon _____

Hereinafter called "CITY", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, The PRINCIPAL entered into a certain contract with the CITY, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

2024 GSB-88 Bituminous Seal

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all person, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the CITY, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____ 20 _____.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

SEAL

By _____

Witness as to PRINCIPAL

(Address)

SURETY

ATTEST:

By _____

Attorney-in-Fact

(SURETY) Secretary

SEAL

Witness as to SURETY

(Address)

(Address)

SECTION 00600

PERFORMANCE BOND FORM

Know All Men By These Presence That _____

OF THE CITY OF _____, WISCONSIN as principal

and _____ of _____

State of _____ a corporation organized and existing

under the laws of the State of _____ and authorized to transact business in the State of Wisconsin (herein after called surety) as surety are held and firmly bound unto the City of Mequon a municipal corporation of the State of Wisconsin in the penal sum _____ dollars good and lawful money of the United States of America, to be paid to the City of Mequon its duly authorized attorneys, agents or officers or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these present.

Sealed with our seals and dated this _____ day of _____, 20____.

Whereas, the above bounden principal has entered into a certain written contract with the above name City of Mequon, dated this _____ day of _____, 20____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now therefore, the condition of the above obligation is such, that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract formed at the time and in the matter in said contract specified, and shall pay over, make good and reimburse to the above named City all loss and damage which said City may sustain by reason of failure or default on the part of said principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

By: _____

By: _____

ATTEST: _____

END OF SECTION

SECTION 00700

STANDARD GENERAL CONDITIONS

GENERAL

STANDARD

The Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition) are hereby made a part of the Construction Documents by reference. Copies of these are available at Mequon City Hall at no additional charge.

PRECEDENCE

Certain provisions of these Standard General Conditions are revised, modified, amplified or expanded by the Supplementary Conditions, notations on the plans, or requirements of the specifications.

The Supplementary Conditions, plan notations, or specifications shall take precedence to the extent of any conflict or inconsistency between them and the General Conditions.

When the term "Engineer" is used in the General Conditions, it shall be taken to mean the City's designated site representative during construction.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC 4.05.”

ARTICLE 1— DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Add the following new paragraphs immediately after paragraph 2.01.C.

- D. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies provided by the Contractor shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 60 days prior written notice has been given to the Owner.
- E. The Contractor shall furnish the City of Mequon with Certificates of Insurance, such as an ACORD Certificate of Insurance, or other forms approved by the City, and with the original endorsements affecting coverage required by this clause. Only forms approved by the State Insurance Commissioner are to be used for Worker’s Compensation. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on their behalf.
- F. All certificates and endorsements are to be received and approved by the City of Mequon before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The limits of liability for the insurance required shall provide coverage for not less than the amounts or greater where required by Laws and Regulations.

2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

Owner shall furnish to Contractor three printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: forty degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: ninety-five degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the National Weather Service weather monitoring station at Milwaukee/Sullivan.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in the Exhibit—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in the Exhibit—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal

weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Hall, 11333 North Cedarburg Road, Mequon during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 15 percent of the final Contract Price. The warranty bond period will extend to a date two years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned

aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: City of Mequon.

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$2,000,000

Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

- N. *Contractor's Professional Liability Insurance*: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- O. *Railroad Protective Liability Insurance*: Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$1,000,000
Aggregate	\$1,000,000

- P. *Unmanned Aerial Vehicle Liability Insurance*: If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

- Q. *Other Required Insurance*: None.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be between the hours of 7:00 a.m. and 9:00p.m.on Monday through Friday and 9:00 a.m. and 5:00 p.m. on Saturday, Sunday and legal holidays. No person, firm or corporation shall at any time between the hours of 9:00 p.m. and 7:00 a.m. on Monday through Friday, and 5:00 p.m. and 9:00 a.m. on Saturday, Sunday and public holidays create any loud or sharp noises, concussions or disturbing sounds associated with the construction, excavation, demolition, alteration or repair of any building or development such as may tend to annoy or disturb any person.
2. Owner's legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Wisconsin and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 1. We Energies shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 2. The following specific matters are to be covered by such authority and responsibility: burial of overhead utilities.
 3. The extent of such authority and responsibilities is: removal of existing overhead facilities and burial of new facilities.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 Owner’s Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner’s Site Representative

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will designated by the City of Mequon Engineering Division. The authority and responsibilities of Owner’s Site Representative follow: project management, contract administration and construction inspection.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of AED Green Book: Rental Rates & Specifications for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be two years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

EXHIBIT A—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

END OF SECTION

2024 GSB-88 BITUMINOUS SEAL

DIVISION 1 - GENERAL REQUIREMENTS

01020	ALLOWANCES
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SECTION 01020

ALLOWANCES

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. EXAMINATION OF SITE

- A. The CONTRACTOR, prior to submitting this proposal, shall visit the site of the said work and familiarize himself with the location and conditions affecting the work thereon and/or therein. No allowance will be granted because of lack of knowledge of such conditions.

3. INCIDENTAL WORK

- A. Incidental work shall include all work not particularly specified or that which may be specified and not provided for in a basis for payment, that is of an incidental or temporary nature, and required in order to safely and satisfactorily carry out the intent of the work as indicated on the drawings and in the specifications. The cost of such work shall be merged with and included in the prices bid under all items of work.

4. LOCATION OF UNDERGROUND FACILITIES

- A. The location of any underground facilities furnished, shown on the plans or given on the site are based upon the available records, but are not guaranteed to be complete or correct and are given only to assist the CONTRACTOR in making a determination of the general location of all underground facilities. It is the contractors responsibility to notify Diggers Hotline and/or utility company for a utility locate, sufficiently in advance of the project start.

END OF SECTION

SECTION 01040

COORDINATION

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. COOPERATION WITH OTHER CONTRACTORS & UTILITIES

- A. The CONTRACTOR shall work in harmony with other Contractors, or with utility or CITY's forces engaged in collateral work. In case of dispute, the decision of the CITY shall be final and binding upon the parties affected.
- B. The CONTRACTOR is responsible for all utility coordination. It is the CONTRACTOR's responsibility to contact all affected utilities and coordinate their work with his. The CONTRACTOR shall update the ENGINEER as to the status and schedule of all utility operations.

3. COORDINATION OF WORK

- A. The CONTRACTOR shall be responsible for the general coordination of the entire project. Each sub-contractor shall be responsible to advise and coordinate their phase of the work, and their suppliers, through the CONTRACTOR and with other contractors, subcontractors and suppliers working at the project.

4. NOTICE OF INTENT TO PROCEED

- A. The CONTRACTOR shall notify all appropriate governmental and regulatory units, including emergency services departments, at least seven (7) working days prior to his commencing work.
- B. The CONTRACTOR shall notify the CITY, the ENGINEER, and all utilities and/or underground facilities locators whose property may be affected by the CONTRACTOR's operations at least seven (7) working days prior to his commencing work in that area.
- C. The CONTRACTOR shall notify the CITY and the ENGINEER at least seven (7) working days prior to his commencing operations of his intent to start work. Continuing notice shall be given to the CITY and the ENGINEER each time construction is resumed after shutdown.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. CONSTRUCTION MONITORING

A. All services rendered by the CITY's Representatives will consist of professional opinions and recommendations in accordance with the generally accepted construction and Engineering practices. Under no circumstances is it the intent of the CITY's Representatives to directly control the physical activities of the CONTRACTOR or the CONTRACTOR's accomplishment of work on this project. The purpose of the CITY's Representatives at the site is to provide monitoring of the CONTRACTOR's work for conformance with the contract documents, and does not include any superintending, supervising, or direction of the actual work.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. PERMITS

- A. The CONTRACTOR shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. All work requiring permits or licenses shall abide by the governing permit/license specifications where they exceed the requirements stated in these specifications.

3. COMPLIANCE WITH LAWS

- A. The CONTRACTOR, CONTRACTOR'S agents and employees, shall at all times, observe and comply with all Federal and State Laws, local laws, ordinances, codes and regulation which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work, including compliance with all United States Department of Labor "Occupational Safety and Health Administration" (OSHA) regulations and guidelines. The CONTRACTOR shall protect and save harmless the CITY, the ENGINEER, and their representatives, against any claim or liability arising from the violation of any law, ordinance, code, regulation or order.
- B. In particular, the CONTRACTOR shall comply with all local ordinances regulating work hours, noise levels, dust, mud, roadway load limits and barricades/warning devices required at the site.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. MEASUREMENT

- A. Payments shall be based on actual field measurements for unit price contracts. If contract is bid as lump sum per street or specific bid items are lump sum, payments shall be lump sum based on bid amount.
- B. The CITY may elect to accept measurements made by the CONTRACTOR. When the CITY agrees to accept such CONTRACTOR measurements, CONTRACTOR shall provide written evidence of such measurement (load tickets, etc.).
- C. The CITY reserves the right to increase or decrease the quantities of work. The cost for such an increase or decrease in the quantities of work will be negotiated using the unit prices/schedule of prices for determination of reasonable cost. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

3. FINAL PAYMENT

- A. When the project has been finally accepted by the CITY, the CONTRACTOR shall submit to the CITY or his designated Representative, an invoice for final payment in accordance with the GENERAL CONDITIONS.
- B. When the CITY has verified and accepted the quantities of work, the CONTRACTOR shall be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.
- C. All prior partial estimates and payments shall be subject to correction in the final estimate of payment.
- D. Acceptance of the final payment by the CONTRACTOR is his acceptance of all contract conditions and his indemnification of the CITY from any future claims arising from this Contract.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. PRECONSTRUCTION MEETINGS

- A. The CONTRACTOR shall attend a pre-construction meeting prior to commencing work on the site. The CONTRACTOR will be advised of the exact date, time and location of the meeting. The pre-construction meeting shall be held within 10 days after the Award of Contract.
- B. The meeting shall be attended by the CITY and the CONTRACTOR's representative, having the authority to make informed commitments for the CONTRACTOR, and any principal sub-contractors.
- C. The CONTRACTOR's representative shall be prepared to present a tentative construction schedule setting out target dates for completion of key elements, and shall also have a rough sketch showing the location of the CONTRACTOR's intended haul roads and material storage points. The name of the person in charge who will be staffing the project and a name and telephone number of a 24-hour contact in case of an after-hours emergency shall be provided.

3. FINAL WALK THROUGH

- A. The CONTRACTOR shall schedule a final walk through at the site upon Final Completion.

END OF SECTION

SECTION 01300

SUBMITTALS

1. GENERAL

- A. The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. SAMPLES

- A. Samples and manufacturer's certifications will be required for the following items. Samples shall be submitted to the ENGINEER 14 days prior to use on the job site.
 - a. Contractor shall submit samples of diluted, ready-to-apply bituminous material as requested by owner. In cases where product samples do not meet materials specifications outlined below, the contractor shall be responsible for all costs of testing. In addition Contractor shall not be paid for areas where non-conforming product has been applied, and shall continue work only after satisfying the City Engineer that the Contractor is installing the specified material.

3. CERTIFIED TEST REPORTS AND REFERENCES

- A. Certified Test Reports and Design Specifications will be required for the following items. Design Specifications shall be submitted to the ENGINEER 14 days prior to use on the job site. Test Reports shall be submitted to the ENGINEER within 24 hours of test completion.
 - a. The Contractor shall furnish manufacturer's certification that the material is the type, grade, and quality specified for each load of bituminous material delivered. The certification shall show the shipment number, refinery, consignee, destination, contract number, and date of shipment.
 - b. Contractor shall provide at least five "like project" customer references of similar GSB-88 Bituminous Seal streets or roads applications with contact information along with bid proposal form.

4. TRAFFIC CONTROL PLAN

- A. The CONTRACTOR shall develop a traffic control plan for review and approval by the Engineer at the pre-construction conference or at a minimum, 5 working days prior to desired start date. Traffic control plan shall include all of the necessary typical applications from Table 6H-1 of the MUTCD. The contractor shall determine the appropriate application based on speed and traffic conditions, however, most common applications are TA-10, TA11, and TA-18. Include the Typical Application (TA) diagrams showing the typical signs, spacing, and tapers being used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

1. GENERAL

The requirement of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- Asphalt Institute – Asphalt Handbook – Manual Series No. 4 (latest edition)
- American Association of State Highway and Transportation Officials (AASHTO)
- Wisconsin Department of Transportation
Standard Specifications for Highway & Structure Construction (latest edition)
Facilities Development Manual
- Wisconsin Administrative Code (Transportation Section)

3. RESPONSIBILITY

- A. The CONTRACTOR shall assume complete and sole responsibility for the quality of work. If changes or adjustments are recommended by the CONTRACTOR, they may be made only upon written approval from the CITY.
- B. The CONTRACTOR shall assume full responsibility for the furnishing of uniform and satisfactory materials.

4. AUTHORITY OF ENGINEER

- A. All work shall be done in compliance with the Contract Documents. The ENGINEER shall decide all questions regarding the quality and acceptability of materials furnished, work performed, workmanship, rate of progress of work, and interpretation of the Plans and Specifications. The ENGINEER shall decide all questions of acceptable fulfillment of the Contract, compensation, and disputes and mutual rights between CONTRACTOR'S under the specifications. The CITY or CITY'S ENGINEER shall determine the amount of work performed and materials furnished.
- B. The ENGINEER'S failure to reject what is in its opinion to be substandard work or materials does not imply its acceptance of said work or materials. The CITY may, at any subsequent time, recover damages for or require that the CONTRACTOR replace substandard work or material regardless of his failure to reject said work or materials.

5. AUTHORITY AND DUTIES OF INSPECTORS

- A. Inspectors employed by the CITY shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the material to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the Specifications, nor is he authorized to approve or accept any portion of the completed project. He shall call the attention of the CONTRACTOR to any failure of the work or materials to conform to the Specifications and Contract, and shall have the authority to reject material. Any dispute between the Inspector and CONTRACTOR shall be referred to the CITY. Any advice which the Inspector may give the CONTRACTOR shall in no way be construed as binding the CITY in any way or releasing the CONTRACTOR from fulfilling any of the terms of the Contract.

6. INSPECTION

- A. All material and each part of detail of the work shall be subject at all times to inspection by the CITY, or his Authorized Representatives and the CONTRACTOR will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The CITY or his Representatives shall be allowed access to all part of the work, and shall be furnished with such information and assistance by the CONTRACTOR as is determined, by the CITY or his representative to make a complete and detailed inspection.
- B. Where such access or opportunity for inspection is not reasonably made available to the CITY or Inspector, the CONTRACTOR shall, at the CITY request, remove or uncover such portion of the finished work as the CITY may direct before the final acceptance of the same. After the examination, the CONTRACTOR shall restore said portion of the work to the standard required by the specifications. The expense of uncovering or removing and replacing of the same in accordance with the specifications shall be borne by the CONTRACTOR.

7. WORKMANSHIP

- A. All workmanship shall conform to the best standard practice. Unless otherwise specified, the Specifications or recognized association of manufacturers and CONTRACTORS or industrial manufacturers shall be used as guides for the standards of workmanship.
- B. All exposed items of work shall present a neat workmanlike appearance and shall be as true to shape and alignment as possible to obtain with measuring or leveling instruments generally used in the respective type of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically understood, the CONTRACTOR agrees to abide by the decision of the CITY.

8. DEFECTIVE MATERIALS

- A. All materials and workmanship not conforming to the requirements of the Contract Documents shall be considered as defective, and all such materials, whether in-place or not, shall be rejected and shall be removed from the work by the CONTRACTOR at his expense. Upon failure on the part of the CONTRACTOR to comply with any order of the CITY relative to the provisions of this article, the CITY shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the CONTRACTOR.

9. PLANS AND SPECIFICATIONS TO BE AVAILABLE

- A. The CONTRACTOR shall keep a legible copy of the plans, specifications, and all permits at the site of the work at all times.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

1. GENERAL

The requirements of the Contract Documents including the General Conditions, the Supplementary Conditions and Division-1 General Requirements apply in this section except as modified herein.

2. SIGNS & MAILBOXES

A. Any signs and mailboxes located in conflict with construction shall be removed, temporarily relocated during construction, and permanently relocated after construction by the CONTRACTOR. This work is incidental to the construction taking place.

3. CONSTRUCTION DEBRIS

A. The CONTRACTOR shall at all times keep the site including all private or public property involved in or adjacent to the site free from any rubbish, surplus or waste materials.

B. The CONTRACTOR shall remove all surplus materials, tools and equipment leaving the site and all portions of the finished work clean, unobstructed and ready for use before Final Completion will be granted. After written notification, the CITY may remove all rubbish, surplus or waste materials which the CONTRACTOR has neglected or refused to remove from the site and deduct the costs of such removal from any monies due the CONTRACTOR.

C. The CITY or his Representative shall have the right to regulate the work in order to control objectionable dust, mud, or other nuisances in or adjacent to the area of the site.

4. STORAGE OF MATERIALS

A. Materials delivered for the CONTRACTOR are to be neatly and compactly placed on the site in such manner as to cause the least inconvenience and ensure the safety of the general public. Materials shall not be placed within 20 feet of any hydrant, pedestrian crossing or intersection.

B. Storage of materials "on" or "off" site is to be insured by the CONTRACTOR against loss, theft, and/or damage. The CITY does not assume any liability for any material or product until it is incorporated into the work at the project site and the CONTRACTOR has been issued a final project release. Final project release will be concurrent with final payment.

5. ACCESS

A. The CITY and his Representatives shall have access to the site at all times. Other CONTRACTORS, SUBCONTRACTORS and material suppliers shall be permitted reasonable coordinated access to the site.

B. The CONTRACTOR shall furnish, erect and maintain the traffic control devices at the project termini and at intersecting roads along the project as provided in this contract or directed by the CITY ENGINEER.

C. The CONTRACTOR shall not close at any time any road to the public except by specific written permission by the CITY ENGINEER. The CONTRACTOR shall notify the CITY ENGINEER at the earliest possible date (minimum 7 calendar days) so arrangements may be made for closing the road and provided detours. The CONTRACTOR shall install signs one week (5 days) in advance advising users of the road closing.

6. TRAFFIC CONTROL

- A. Traffic control shall be the responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall be responsible for the erection and maintenance of all barricades, lights and signs necessary for public safety and convenience in accordance with all applicable requirements. In general, all hazards within the limits of the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the work to meet changing conditions.
- C. Adequate protection shall be provided around all openings wherever required to safeguard the work or the public. All openings and surface obstructions shall be protected with barricades, signs and warning devices in accordance with local requirements.
- D. As a minimum, the provisions of the State Highway Specifications and State Manual for Uniform Traffic Control Devices shall be met. The CONTRACTOR shall develop a traffic control plan for each location. Said plan shall be subject to review and approval of the ENGINEER at the preconstruction conference or at a minimum, 5 working days prior to the desired start date.

7. PROTECTION FROM DAMAGE

- A. The CONTRACTOR shall be responsible for taking appropriate reasonable and responsible care to protect surrounding property, facilities, and/or utilities from damage. All damage resulting from his work operations to any utilities, property, and/or facilities shall be the contractor's responsibility to repair and or replace as deemed appropriate by the Engineer. CONTRACTOR shall also be responsible for damage to pavement, sidewalks, curbs, gutter, driveways, trees, shrubbery or lawns which are scheduled to remain.
- B. All costs of repairs arising from the CONTRACTOR'S damage to utilities, private property, or pavement, sidewalks, curbs, gutter, driveways, trees, shrubbery and lawns shall be paid by the CONTRACTOR.

8. STREET AND RIGHT OF WAY USE

- A. Prior to commencement of work the CONTRACTOR shall furnish the ENGINEER with a listing of all proposed haul routes for approval.
- B. CONTRACTOR shall be responsible to keep all streets, drives, and parking lots in the area free of mud, clay, gravel, and other materials which vehicles or equipment may track or scatter onto them, or which may be deposited by uncontrolled drainage of water directly onto streets or drives.

Frequency of cleaning shall be based upon amount of material deposited, not necessarily done on a fixed schedule.

CONTRACTOR failure to comply with these requirements within twenty-four hours after being given notice by the CITY will result in CITY having streets cleaned and deducting costs from amount due CONTRACTOR.

Vehicles and equipment shall not be flushed out or dumped onto any streets, drives, walks, gutters, or on grounds of any private property.

- C. CONTRACTOR shall maintain dust-free roadways at all times. Roadway surfaces shall be kept watered as required.

END OF SECTION

01500-02

SECTION 01600
MATERIAL AND EQUIPMENT

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division 1 – General Requirements, and the Wisconsin Best Practices Management Handbook apply to this section except as modified herein.

2. SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection
- D. Product Options
- E. Substitutions

3. RELATED SECTIONS

- A. Section 01400 - Quality Control
- B. Section 01700 - Contract Close Out

4. PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

5. TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

6. STORAGE AND PROTECTION

- A. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure the products are undamaged, and are maintained under required conditions.

7. PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for an approved equal.

8. SUBSTITUTIONS

- A. Only within 10 days after date established in Notice to Proceed will the ENGINEER consider requests from CONTRACTOR for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of CONTRACTOR.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that CONTRACTOR:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. The CITY will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted the contractor shall provide the specified product.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

1. GENERAL

The requirement of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. CLEAN-UP AND FINAL INSPECTION

- A. The CONTRACTOR shall have thorough and systematic clean-up operations follow closely behind the construction work. He shall, at his own expense, remove and properly dispose of all dirt, rubbish, construction debris, brush, gravel, wood or any other foreign substances from the site. When the CONTRACTOR has cleaned the work site and is ready for final inspection, he shall schedule a walk through with the ENGINEER. This shall be done prior to his leaving the site. Upon the ENGINEER'S inspection, if the work is not found satisfactory, the ENGINEER may require further cleaning and repair and when these are completed, will again inspect the work. In no case will the job be considered complete until the CONTRACTOR has complied with all the requirements set forth and the ENGINEER has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the plans and specifications and that such work is ready for acceptance by the CITY.

3. GUARANTEE

- A. The CONTRACTOR shall be liable for the acceptable condition of all work including backfill and surface restoration, both during construction and throughout the guarantee period. The guarantee period, to be for a period of one (1) year, shall commence on the date of City acceptance of Final Completion. Should any defect appear either during construction or the guarantee period, the CONTRACTOR shall in conformance to a written order from the CITY, make the required repairs or replacement at his own expense.

4. FINAL PAYMENT

- A. After the work has been finally accepted by the CITY, the CONTRACTOR will be paid in accordance with the final payment provisions of Section 01150 of these Specifications and the General Conditions.

END OF SECTION

2024 GSB-88 BITUMINOUS SEAL

DIVISION 2 - SITE CONSTRUCTION

02770

GSB-88 BITUMINOUS SEAL

SECTION 02770
GSB-88 BITUMINOUS SEAL

1. GENERAL

A. RELATED DOCUMENTS

1. The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions, and Division 1 - General Requirements, apply to this section except as modified herein.
2. **Reference Specifications**
 - a. American Society for Testing and Materials (ASTM)
 - b. The American Association of State Highway and Transportation Officials (AASHTO)

B. SUMMARY

1. This section includes: **GSB-88 Bituminous Seal**
2. The work to be performed under this contract includes the furnishing of all materials, labor, equipment and supervision necessary for the application of a single layer bituminous seal to specified hot mix asphalt (HMA), chip sealed, slurry sealed, and/or cold or hot in-place recycled asphalt surfaced streets in the City of Mequon in accordance with the requirements of the contract documents. This work shall also include notice to residents, preparation of streets, supply and installation of temporary pavement centerline markers (if required in project description), and traffic control.

C. LOCATIONS

1. The locations of GSB-88 Bituminous Seal are shown on the project map. The map is included in the "PROJECT DESCRIPTION AND DETAILS" section of the Contract Documents.
2. The exact start and stop locations for the GSB-88 Bituminous Seal will be marked in the field by the CITY.

D. EQUIPMENT

1. **DISTRIBUTORS** - The bituminous emulsion may be applied with manufacturer approved standard bituminous distributors. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spreader bar tips must be clean, free of burrs, and of a consistent size to maintain an even distribution of the bituminous seal material. Any type of tip or pressure source is suitable that will maintain a predetermined flow rate and constant pressure during the application process. Equipment shall maintain a constant flow through the nozzles during the application process regardless of the speed of the truck. Test the equipment under pressure for leaks and to ensure it is in good working order before use. The distributor truck shall be equipped with a 12-foot (3.6 m), minimum, spreader bar with individual nozzle control. It shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. It shall have an easily accessible thermometer that constantly monitors the temperature of the seal coat. For confined spaces a mini distributor with a 7 foot spray bar, and 22 spray nozzles may be utilized. In the event there is a temperature problem a distributor truck will be provided that is equipped to effectively heat and

mix the material to the required temperature prior to application. Heating and mixing will be done in accordance with the manufacturer's recommendations. Care shall be taken not to over-heat or over mix material. The distributor shall be equipped to hand spray as needed the seal coat around edges, curbs, gutters and other surfaces that require protection from overspray.

2. STORAGE TANKS - GSB-88 may be stored and handled like any standard asphalt emulsion. Vertical storage tanks are recommended. The storage tank should be equipped with a slow revolution mechanical agitator. Hot water heating coils, or electrical coils, or electrical heaters are required in colder climates to prevent the emulsion from freezing. Positive displacement gear pumps should be used to transfer and apply GSB-88 materials. Storage and handling temperatures are 100°F (38°C) to 160° (71°C) but under no circumstances will the material be heated to temperatures above 180° F (82°C). GSB-88 should be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

E. SUBMITTALS

1. Submittals to be in accordance with Section 01300, SUBMITTALS.
2. TRAFFIC CONTROL PLAN (See section D.4 below)
3. SAMPLES
 - a. Contractor shall submit samples of diluted, ready-to-apply bituminous material as requested by owner. In cases where product samples do not meet materials specifications outlined below, the contractor shall be responsible for all costs of testing. In addition Contractor shall not be paid for areas where non-conforming product has been applied, and shall continue work only after satisfying the City Engineer that the Contractor is installing the specified material.
4. CERTIFICATIONS, TEST REPORTS, and REFERENCES
 - a. The Contractor shall furnish manufacturer's certification that the material is the type, grade, and quality specified for each load of bituminous material delivered. The certification shall show the shipment number, refinery, consignee, destination, contract number, and date of shipment.
 - b. Contractor shall provide at least five "like project" customer references of similar GSB-88 Bituminous Seal streets or roads applications with contact information along with bid proposal form.

2. PRODUCTS

A. BITUMINOUS EMULSION CONCENTRATE

The bituminous emulsion concentrate, in the undiluted state, shall have the following properties:

Saybolt furol viscosity: 77°F (25°C)	20-100 seconds
Residue by distribution or by evaporation:	57 percent, minimum
Sieve test:	0.2 percent, maximum
pH, cationic:	2 to 6.5

The emulsion concentrate, when diluted in the proportion of one part of concentrate to one part of hot water, by volume and ready to apply, shall have the following properties:

Saybolt furol viscosity: 77°F (25°C),	10-50 seconds
Residue from Distillation, or Evaporation:	28 to 42 percent, minimum
Sieve test:	0.1 percent, maximum

Pumping stability test: pass
Hot water temperature at or above 100 degrees

Tests on Residue from Distillation, or Evaporation:

Viscosity ast 275°F (135°C) ASTM D-4402 1750 cts max.
Solubility in 1,1,1 trichloroethylene ASTM D-2042 97.5% min.
Penetration ASTM D-5 50 dmm max.
Asphaltenes ASTM D-2007 15% min.
Saturates ASTM D-2007 15% max.
Polar Compounds ASTM D-2007 25% min.
Aromatics ASTM D-2007 15% min.

- (1) pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, bituminous emulsions.
- (2) Pumping stability is tested by pumping 1 pint, (475 ml) of GSB-88 diluted 1 part concentrate to 1 part water, at 77°F (25°C), through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The bituminous base residue shall contain not less than 20 percent Gilsonite, and will not contain any tar oil pitch. It shall be compatible with HMA and have a 5-year, minimum, proven performance record under recommended application conditions.

Bituminous Seal material shall be GSB-88 Emulsion Concentrate as manufactured by Asphalt Systems, Inc., of Salt Lake City, Utah (1-801-972-2757) or Engineer approved equivalent.

B. FRICTION MATERIAL

The friction material shall be a dry, clean, dust-free slag or sand with a Mohs hardness of 6-8. The material shall be angular and black in color.

The friction material shall be copper slag or similar angular, black abrasive, and shall meet the following gradation analysis per ASTM D 451:

<u>Sieve Size</u>	<u>% Retained by Weight</u>
No. 16	0-1
No. 20	0-1
No. 30	5-20
No. 40	40-65
No. 50	20-40
No. 60	0-5
No. 100	0-3
Pan	0-0.2

3. EXECUTION

A. WEATHER

1. The emulsion shall not be applied to wet pavement surfaces, during rainy or damp weather, or when rain is anticipated within eight hours after application is completed. Care shall be taken when applying the emulsion on extremely windy days to prevent drift onto adjacent surfaces or vehicles. Before any GSB-88 Bituminous Seal is applied, all of the following weather conditions must exist.
 - a. Air temperature shall be at least 60 degrees Fahrenheit and rising.
 - b. Road temperature shall be at least 70 degrees Fahrenheit and rising.
 - c. Existing road surface shall be dry and clean.

B. NOTICE

1. NOTICE TO RESIDENTS - The contractor shall notify the City a minimum of seven days prior to GSB-88 Bituminous Seal. The contractor, using door hanger notices, shall also notify the residents of each street the day prior to the bituminous sealing operation.
2. CONSTRUCTION SIGNS - In addition to any signs required by standard practices, "ROAD WORK AHEAD" and "FRESH OIL" signs shall be placed at each end of the road section being sealed and shall remain in place until all work on that road section is complete.

C. PREPARATION

1. PREPARATION OF STREETS - Immediately prior to the application of GSB-88 Bituminous Seal, the existing surface shall be cleaned thoroughly with a power broom or other suitable equipment to remove loose dirt, clay, or other objectionable matter, or where airborne particulate matter is a concern contractor shall sweep with a vacuum assisted fully enclosed power sweeper. Any depressions or areas not reached by mechanical sweepers, shall be cleaned with hand brooms or blowers. Special care shall be taken to clean the edges of pavement along the shoulder.
2. PREPARATION OF JOINTS - Pavement joints shall be pre-sealed with 0.10 gallons per square yard, approximately 18-inches wide, using no friction material before the full bituminous seal is applied.

D. CONSTRUCTION

1. CONSTRUCTION METHODS - Contractor shall be trained by Asphalt Systems, Inc. (manufacturer) in the shipping, storage, handling, dilution, and application processes for GSB-88. Contractor shall be manufacturer approved as an authorized applicator of GSB-88 Bituminous Seal using manufacturer approved installation equipment.
2. BITUMINOUS SEAL APPLICATION RATE - Apply dilute bituminous emulsion at the target rate of 0.13 gallons per square yard, but not less than 0.10 nor more than 0.18 gallons per square yard. **Application rate shall be suited for the pavement surface being sealed. Chip sealed roads for example need to be sealed at the higher rate because of the increased surface area of the chips. Application rates shall be determined by the contractor prior to bidding and shall be incorporated into each bid per street in the bid form.**
3. FRICTION MATERIAL APPLICATION - The friction material shall be applied immediately to coincide with application of the bituminous seal such that the friction material is imbedded before the bituminous seal begins to break. Friction material shall be applied at the rate of not less than .25 pounds per square yard and not greater than .50 pounds per square yard. Friction material shall be applied simultaneously with the bituminous seal using a broadcast spreader mounted on the rear of the bituminous seal distributor, and apply material evenly across the full width of the spray bar. The spreader unit must be done in such a manner as to prevent driving on the freshly applied bituminous seal. The spreader must have adjustable controls to regulate volume and area of distribution to ensure full coverage of the bituminous sealed areas. Push-type hand spreaders will be allowed for use around lights, signs, and other obstructions. Contractor shall schedule this work so the bituminous seal application and the spreading operation work as a cohesive unit with the

spreading from the rear of the bituminous seal distributor. Spreading will be done in a manner so as to prevent excess material from broadcasting onto adjacent pavement prior to the bituminous seal being applied.

4. TRAFFIC CONTROL - Streets must be sealed one side at a time to allow for the sealant to cure prior to allowing any traffic to drive on it. The contractor shall maintain traffic control in a manner that provides maximum safety and the least possible interruption for the public. Signs, barricades, flaggers, and any other traffic control devices are the responsibility of the contractor. Unless directed otherwise by the Engineer, all work included in this contract shall be done under traffic. Traffic control shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6. The CONTRACTOR shall develop a traffic control plan for review and approval by the Engineer at the pre-construction conference or at a minimum, 5 working days prior to desired start date. Traffic control plan shall include all of the necessary typical applications from Table 6H-1 of the MUTCD. The contractor shall determine the appropriate application based on speed and traffic conditions, however, most common applications are TA-10, TA11, and TA-18. Include the Typical Application (TA) diagrams showing the typical signs, spacing, and tapers being used.
5. MIXING - The bituminous seal material shall be obtained by blending the bituminous concentrate material and water. Mix one part heated water into one part bituminous emulsion concentrate by volume.
6. **DRIVEWAYS - Driveway approaches shall be sealed as far back as was originally paved with the street. Generally, this is to a paving joint of the driveway or to a point on the driveway previously sealed by the resident. The intent of this requirement is to eliminate narrow strips of unsealed pavement between the street and the driveways. Any questions as to how far back driveway approaches need to be sealed shall be determined prior to bidding and included in the bid per street for sealing. No additional payment shall be made for sealing driveway approaches.**

4. MEASUREMENT AND PAYMENT

- A. PER STREET PRICES - Payment shall be made for each designated road section, **including driveway approaches**, and shall be full compensation for all cleaning and sweeping of the existing surface; for furnishing, heating, unloading, hauling, and applying the GSB-88 Bituminous seal; and for all labor, tools, equipment, and incidentals necessary to complete the work.

END OF SECTION

2024 GSB-88 BITUMINOUS SEAL

PROJECT DESCRIPTION AND DETAILS

LOCATION MAP – MEQUON

BASE BID - GSB-88
ADDITIVE BID - GSB-88

CITY OF MEQUON

2024 GSB-88 BITUMINOUS SEAL



0 660 1320 2640 5280 Feet
0 1/8 1/4 1/2 1 Mile

