CONTRACT DOCUMENTS

FOR

CENTER STREET PAVING

IN THE

CITY OF WAUWATOSA, WISCONSIN

CONTRACT 26-08

PROJECT 1024

QuestCDN No. 10069295

February 18, 2026

NOT FOR BIDDING

Construction & Inspection Coordination:

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CONTRACT DOCUMENTS

FOR

CENTER STREET PAVING

IN THE
CITY OF WAUWATOSA, WISCONSIN

CONTRACT 26-08

PROJECT 1024
QuestCDN No. 10069295

The plans and specifications for this project were prepared by the Engineering Services Division.

Date February 18, 2026

Boris Veleusic
City Engineer

The plans, specifications, form of contracts and other documents contained in and constituting the contract documents for this project were approved by the Board of Public Works of the City of Wauwatosa, at a meeting held February 18, 2026.

Deyanira Nevarez, City Clerk
Wauwatosa, Wisconsin

NOT FOR BIDDING

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NOT FOR BIDDING

SECTION 100 – OFFICIAL NOTICE

OFFICIAL NOTICE TO CONTRACTORS
ADVERTISEMENT FOR BIDS

The City of Wauwatosa will receive proposals for utility improvements until 11:01 A.M. Local Time, March 11, 2026, at which time all bids will be publicly opened and read virtually via use of the Zoom platform. Access at zoom.us, Meeting ID 858 4894 1097

Contract 26-08 Center Street Paving

Under this proposal, the Contractor shall furnish all labor, materials, supplies, equipment, tools and other services necessary for asphalt repaving and reconstruction including grading, concrete curb and gutter replacement, asphalt pavement, ADA curb ramps, pavement markings and work incidental thereto in portions of:

Center Street:	From:	N 113th Street
	To:	N 118th Street

all in accordance with contract documents.

Interested parties may view and obtain digital copies of the contract documents, including plans and specifications, from Quest Construction Data Network. Access the QuestCDN website at www.questcdn.com. Input QuestCDN eBidDoc No. 10069295 on the website's Project Search page. No password is required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in downloading and working with the digital documents.

There is a nonrefundable charge of $25.00 for the plans and contract documents. Plans are also available for viewing only at the Engineering office at City Hall, 7725 W. North Avenue, Wauwatosa, Wisconsin. Plans will be available on February 20, 2026.

The City will accept only online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement.

All proposals must be submitted in electronic format together with a bid bond equal to five (5) percent of the bid payable to the City of Wauwatosa, Wisconsin, as a guarantee that if his bid is accepted, the successful bidder will execute and file the proper contract and bonds within ten (10) days after notification of award of the contract.

Failure on the part of the successful bidder to execute his contract and *performance* and *labor & material payment* bonds within ten (10) days from the date of notice of the award of contract will be considered as just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City not as a penalty but in payment to the City as liquidated damages as a result of such failure.

NOT FOR BIDDING

No bid shall be withdrawn after the opening of bids for a period of sixty (60) days after the scheduled time of closing of bids.

The letting of the work described herein is subject to the provisions of Section 66.09, Wisconsin Statutes, requiring the bidder to furnish proof of responsibility. Bidder prequalification is required on forms furnished by the City of Wauwatosa and submitted to the City Engineer. Prequalification forms that are submitted after 5 days preceding the contract letting date may be cause for the rejecting of bids.

TIME OF SUBSTANTIAL COMPLETION

The substantial completion date for Contract 26-08 Center Street Paving shall be August 15, 2026. See Section 600 for additional completion requirements.

There will be no other extension of time and no extenuating circumstances, except perhaps an industry strike, or the inability of the City to receive plan and specification approval.

If the contractor does not complete the work on or before the date set forth above for Contract 26-08 Center Street Paving or within the extra time allowed under a City Engineer granted time extension, the City will assess liquidated damages. The City will deduct one thousand forty-five dollars ($1,045.00) for every calendar day that the work remains uncompleted from payments due the contractor.

The Contractor will also be charged for each and every day inspection is required after the time of completion has expired. This charge will be based on the actual costs of inspection, construction supervision, clerical and administrative costs, traffic control and overhead charges.

A required "Affidavit of Compliance" is included in Section 300 and must be submitted with the bid.

The right to reject or accept any or all bids and the right to waive any informality in bidding is reserved to the City of Wauwatosa, Wisconsin.

Dated at Wauwatosa, Wisconsin February 18, 2026

Deyanira Nevarez, City Clerk

City of Wauwatosa, Wisconsin

NOT FOR BIDDING

SECTION 200 – INSTRUCTIONS TO BIDDERS

200.01 - DESCRIPTION OF WORK
The work on this contract consists of the following:

Contract 26-08 Center Street Paving

Under this proposal, the Contractor shall furnish all labor, materials, supplies, equipment, tools and other services necessary for asphalt repaving and reconstruction including grading, concrete curb and gutter replacement, asphalt pavement, ADA curb ramps, pavement markings and work incidental thereto.

200.02 - RETURN OF PROPOSAL GUARANTY
The bid deposit(s) of all depositors will be returned after the bids have been accepted by the Common Council and the vouchers for the return of the deposit(s) approved by the Common Council.

200.03 - TIME OF SUBSTANTIAL COMPLETION
The substantial completion date for Contract 26-08 Center Street Paving shall be August 15, 2026. See Section 600 for additional completion requirements.

If the contractor does not complete the work on or before the date set forth above for Contract 26-08 Center Street Paving or within the extra time allowed under a City Engineer granted time extension, the City will assess liquidated damages. The City will deduct one thousand forty-five dollars ($1,045.00) for every calendar day that the work remains uncompleted from payments due the contractor.

200.04 - BOND REQUIREMENTS
In addition to the standard full penalty for nonperformance of Contract, the Contractor's attention is directed to Section 504.16 that requires a second performance bond guaranteeing labor and material payments.

200.05 - EXAMINATION OF SITE AND CONTRACT DOCUMENTS
The bidder is required to examine carefully the site of the work, the proposal, plans specifications, general conditions, official notice to contractors, contract and bond, all as herein contained and known as the contract documents for the work contemplated; it will be assumed that the bidder has investigated and is satisfied as to the requirements of the contract documents. It is mutually agreed that the submission of a proposal shall be considered as conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to

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fulfill, in every detail, all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

200.06 - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA
Should any question arise concerning the true meaning of any part of the contract documents, the bidder may submit to the City Engineer a written request for an interpretation thereof. The interpretation of the question so requested will be made as an addendum and either mailed or delivered to all bidders who receive contract documents.

Addenda: Bidders shall acknowledge receipt and incorporation of all addenda at the appropriate location provided in the proposal. Any addenda issued during the time of bidding shall be included with the bid, and in closing a contract they will become a part thereof.

200.07 - PREPARATION OF PROPOSALS
The bidder can ONLY submit his proposal through the QuestCDN electronic bidding format. A nominal fee will be charged to the Bidder for an electronic submission of a proposal through QuestCDN.

Wisconsin Statute 77.54(9m) allows a sales and use tax exemption for certain building materials sold to construction contractors for incorporation into public works projects. To claim the exemption, contractors must prepare Wisconsin Form S-211, Sales and Use Tax Exemption Certificate and provide the form to their supplier in compliance with WI 77.54(9m) when purchasing supplies covered by this statute. All other materials, supplies, and equipment purchased by a contractor, sub contractor, or builder for the construction of the work specified under this contract is subject to all applicable sales tax. Proposals are to include all applicable sales tax.

200.08 - REQUIREMENTS FOR SIGNING BIDS

a) Bids, which are not signed by individuals making them, shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

b) Bids, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact there shall be attached to the bid a power-of-attorney evidencing authority to sign the bid, executed by the partners.

c) Bids, which are signed for a corporation, shall have the corporate name thereof and the signature of the President or other authorized officers of the Corporation, manually written below the corporate name following the word “By _____.”

200.09 - INTERPRETATION OF ESTIMATES

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The estimated quantities of the work, which are the results of calculations as accurate as possible in advance, shall be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased a reasonable amount at the discretion of the City Engineer without in any way invalidating the bid price. The quantities on which payment will be made to the contractor will be determined by the City Engineer who shall measure the work actually performed by the contractor as specified in the contract.

Bidders must determine for themselves the quantities of work that will be required, by such means as they may prefer, and shall assume all risks as to variations in the quantities of the different classes of work actually performed under the contract. Bidders shall not at any time after the submission of their proposal dispute or complain of the aforesaid schedule of quantities or assert that there was any misunderstanding in regard to the amount or character of the work to be done, and shall not make any claim for damages or loss of profits because of a difference between the quantities of work assumed for comparison of bids and the quantities of work actually performed.

200.10 - WHEN AWARD EFFECTUAL
The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the contract) by some officer or agent of the City duly authorized to give such notice.

200.11 - REQUIRED NUMBER OF EXECUTED CONTRACTS
The successful bidder will be required, after the award of the contract, to furnish four (4) counterparts of the contract and bond, no later than 10 days after notification of the award of the contract.

200.12 - WITHDRAWAL OF BIDS
Any bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids.

200.13 - DELIVERY OF PROPOSALS
The bidder can ONLY submit his proposal through the QuestCDN electronic bidding format. A nominal fee will be charged to the Bidder for an electronic submission of a proposal through QuestCDN.

Please note that returning the entire Project Manual is not required; the relevant contract forms, proposals, etc. shall be considered sufficiently complete when submitted through the QuestCDN on-line bidding process.

200.14 - REJECTION OF PROPOSALS
Proposals may be rejected, if they show any alterations of form, additions not called for, conditional or alternate bids unless called for, incomplete bids, or irregularities of any kind. Proposals in which the unit prices are obviously unbalanced may be rejected.
200.15 - PROPOSAL GUARANTY

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No proposal will be considered unless the bid is accompanied by either of the following proposal guarantees:

a) Bid Bond The bidder may accompany his proposal with a bid bond equal to at least five percent (5%) but not more than ten percent (10%) of his bid, made payable to the City of Wauwatosa, Wisconsin, as a guarantee that if his bid is accepted he will execute and file the proper contract and bond within ten (10) days after notification of the award of the contract.

b) Certified Check The bidder may accompany his proposal with a certified check for at least five percent (5%) of the total amount of his bid, made payable to the City of Wauwatosa, Wisconsin, as a guaranty that if his bid is accepted he will execute and file the proper contract and bond within ten (10) days after notification of the award of the contract.

Failure on the part of the successful bidder to execute his contract and performance bond within ten (10) days from the date of notice of the award of contract will be considered as just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City not as a penalty but in payment to the City as liquidated damages as a result of such failure.

200.16 - CONSIDERATION OF PROPOSALS
The City reserves the right to reject any or all proposals, to waive technicalities, and to advertise for new proposals, or to proceed to do the work otherwise.

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

200.17 – PAYMENT
Payment shall be per Section 500 as supplemented by Section 501.

The City will not accept or respond to payment application requests from subcontractors.

No interest will be paid by the Owner for any delay in making any payment unless the Contractor makes written demand of the Owner for payment of interest for any such delay. In no event, however, will any interest be payable for the 10 day period following the 15th of the calendar month. Interest will be payable at the rate of 5% annually and Wisconsin Statutes Section 66.01335 does not apply.

200.18 - RESPONSIBILITY OF THE CONTRACTOR
The Contractor, under this contract, shall protect the City against any damage to the equipment and material being used or installed. Any damage occurring because of

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failure on the part of the equipment, employees, or supervisors, shall be repaired or replaced by the contractor without cost to the City.

200.19 - PREQUALIFICATIONS OF BIDDERS

All bidders are to furnish proof of responsibility by completing the prequalification form furnished by the City of Wauwatosa. This form is to be obtained from the City Engineer's office and is to be returned to the City Engineer's office in the City Hall of Wauwatosa, Wisconsin, not less than five (5) days prior to the time set for opening of bids as stated in the Official Notice.

200.20 - SUBSTANCE ABUSE PREVENTION PROGRAM

By signing this Bid, the Bidder certifies to the City of Wauwatosa that it has, or will have prior to Contract award, a substance abuse prevention program which complies with State of Wisconsin Act 181 (Chapter 103.503 of the State Statutes) and the substance abuse prevention program requirements in section 501 of these documents. The program must cover all union and non-union employees who work on the Owner's construction sites. Failure to implement such a program prior to award shall result in the Bidder being held to be non-responsible. Following award of the Contract if the Contractor breaches the District Policy by failing to have or to effectively implement the policy, the Owner shall consider this a breach of the Contract by the Contractor and may terminate the Contract. This requirement shall be applicable to all subcontractors with subcontracts in excess of one percent (1%) of the bid.

200.21 – ELECTRONIC SIGNATURES

By signing this Bid, the Bidder agrees to execute this contract using Digital ("electronic") signatures (e-signature) rather than physical signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Failure to execute this contract with an electronic signature shall result in the Bidder being disqualified.

The bidder further agrees to execute any other documents associated with this contract requiring signature with their electronically rather than physically, if so required by the City.

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SECTION 300 - PROPOSAL

CONTRACT 26-08 CENTER STREET PAVING

Bids to be received until 11:01 A.M. Local Time, March 11, 2026.

TO: CITY OF WAUWATOSA
WAUWATOSA, WISCONSIN

The undersigned, having familiarized oneself with the local conditions affecting the work and with the contract documents including advertisement for bids, instruction to bidders, general conditions, the form of proposal, the form of contract, form of bond, plan, specifications on file in the office of the City Clerk of the City of Wauwatosa, Wisconsin, hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, supplies, equipment, tools and other services necessary for asphalt repaving and reconstruction including grading, concrete curb and gutter replacement, asphalt pavement, ADA curb ramps, pavement markings and work incidental thereto all in accordance with the plans and specifications as prepared by the City of Wauwatosa Engineering Services Division, Wauwatosa, Wisconsin, including all addenda issued hereto for the prices as listed below.

Addenda: The bidder hereby acknowledges that they have received Addenda Nos. __, ___, ___, (Bidder shall insert No. of each addendum received) and agrees that all addenda are hereby made part of the Contract Documents, and Bidder further agrees that their bid(s) includes all impact resulting from said addenda.

Contract 26-08

DIVISION C – STORM SEWER

NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
C1	C5-12	REPLACE FRAME AND COVER, EX. STORM INLETS, CITY SUPPLIED	1	EA	$	$

TOTAL FOR DIVISION C – STORM SEWER (ITEMS C1) **$**

DIVISION D – ROADWAY

NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
D1	D1-02	COMMON EXCAVATION	1	LS	$	$
D2	D1-04	BASE AGGREGATE DENSE 1 1/4 INCH	2510	TON	$	$
D3	D1-07	EXCAVATION BELOW SUBGRADE	235	CY	$	$
D4	D1-10	ASPHALT MILLING	3867	SY	$	$
D5	D1-15	REMOVING CONCRETE PAVEMENT	4698	SY	$	$

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D6	D1-16	REMOVING CURB AND GUTTER	1367	LF	$	$
D7	D1-18	REMOVING CONCRETE SIDEWALK AND DRIVE APPROACH	7039	SF	$	$
D8	D1-19	SAWCUTTING	386	LF	$	$
D9	D1-23	CLEARING, REMOVING TREES	37	ID	$	$
D10	D1-24	FENCE REMOVAL	100	LF	$	$
D11	D1-25	CHAIN LINK FENCE INSTALLATION	92	LF	$	$
D12	D2-01	19" CONCRETE CURB & GUTTER	372	LF	$	$
D13	D2-01	19" CONCRETE CURB & GUTTER. 7" SLOPED AND REJECT	418	LF	$	$
D14	D2-05	31" CONCRETE CURB & GUTTER	1300	LF	$	$
D15	D3-03	5" CONCRETE SIDEWALK	5188	SF	$	$
D16	D3-07	7" CONCRETE SIDEWALK AND DRIVEWAY	315	SF	$	$
D17	D3-10	DETECTABLE WARNING FIELD	136	SF	$	$
D18	D3-15	CONCRETE MEDIAN BLUNT NOSE	34	SF	$	$
D19	D4-21	3 MT 58-28 S HMA PAVEMENT	1318	TON	$	$
D20	D4-23	4 MT 58-28 S HMA PAVEMENT	1048	TON	$	$
D21	D4-28	ASPHALTIC SURFACE	108	TON	$	$
D22	D5-01	EROSION CONTROL	1	LS	$	$
D23	D5-02	TOPSOIL AND SOD	4894	SF	$	$
D24	D5-92	TOPSOIL AND HYDROSEEDING	10330	SF	$	$
D25	D6-01	TRAFFIC CONTROL	1	LS	$	$
D26	D6-11	NEW SIGN POST	40	EA	$	$
D27	D6-12	SIGN REMOVAL, RELOCATION, AND INSTALLATION	1	EA	$	$
D28	D6-13	SIGNS, TYPE II REFLECTIVE	72	EA	$	$
D29	D6-36	WATER BLASTING	1500	LF	$	$
D30	D6-40	SURFACE PREP	1500	LF	$	$
D31	D6-130	MARKING LINE EPOXY 4-INCH SOLID (YELLOW)	3410	LF	$	$
D32	D6-130	MARKING LINE EPOXY 4-INCH SOLID (WHITE)	8567	LF	$	$
D33	D6-136	MARKING LINE EPOXY 8-INCH	310	LF	$	$
D34	D6-140	MARKING LINE EPOXY 12-INCH	977	LF	$	$
D35	D6-140	MARKING DIAGONAL LINE EPOXY 12-INCH (YELLOW)	276	LF	$	$

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D36	D6-140	MARKING DIAGONAL LINE EPOXY 12-INCH (WHITE)	55	LF	$	$
D37	D6-142	MARKING STOP LINE EPOXY 18-INCH	166	LF	$	$
D38	D6-146	MARKING CROSSWALK BLOCK STYLE EPOXY 24-INCH	934	LF	$	$
D39	D6-148	MARKING ARROW EPOXY	3	EA	$	$
D40	D6-152	MARKING SYMBOL EPOXY	30	EA	$	$
D41	D6-160	MARKING ISLAND NOSE EPOXY	2	EA	$	$
D42	D7-01	ADJUSTING WATER VALVE	20	EA	$	$
D43	D7-02	ADJUSTING STORM INLET/CATCH BASIN	9	EA	$	$
D44	D7-04	ADJUSTING SANITARY MANHOLE	14	EA	$	$
D45	D7-04	ADJUSTING SANITARY MANHOLE	4	EA	$	$

TOTAL FOR DIVISION D – ROADWAY (ITEMS D1 – D45) **$** _____

TOTAL FOR CONTRACT 26-08 – CENTER STREET PAVING (DIVISION C AND DIVISION D)

$ _____

PRIME CONTRACTOR

With submission of this proposal, the prime contractor hereby certifies that they are performing a minimum of 1/3 of the value of work within this proposal. The total value of work being performed by the prime contractor is _____ dollars and _____ cents.

NOT FOR BIDDING
SAMPLE

SUBCONTRACTOR LIST

The following Subcontractors will be utilized for portions of the Project Work (only list those > $25,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City. The contractor is required to complete and submit this list no later than 24 hours after the bid is due.

Subcontractor	Classification of Work	Estimated Dollar Amount

SAMPLE NOT FOR BIDDING

AFFIDAVIT OF COMPLIANCE WITH THE STATE OF WISCONSIN ACT 181
(CHAPTER 103.503 OF THE STATE STATUTES)
CONTROLLED SUBSTANCE PREVENTION PROGRAM

State of _____ Project Name _____

_____

_____ County Contract No. _____

I, _____ , being duly sworn, state that:

1. I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____, _____
(City, Village, (State)
and make this affidavit pursuant to the requirements of State of Wisconsin Act 181.

2. I have entered into the City of Wauwatosa's Contract No. _____ and the total cost (including labor, equipment and materials) of completing the contract will exceed $48,000 if a single-trade project or $200,000 if a multiple trade project.

3. The corporation, partnership or individual I represent has in place a Controlled Substance Prevention Program that is consistent with and meets the requirements of the State of Wisconsin Act 181.

4. I have confirmed that the subcontractors I plan to employ on this contract also have in place a Controlled Substance Prevention Program that is consistent with and meets the requirements of the State of Wisconsin Act 181.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

Subscribed and sworn to before me this _____
Day of _____, 20_____

_____
(Notary Signature)

_____
(Contractor Signature)

Notary Public, State of _____

My Commission expires: _____

SAMPLE NOT FOR BIDDING

2. Accompanying this proposal is a _____
(Bond-Certified Check)
in the sum of _____ Dollars

$ _____ as required by the Advertisement for Bids.

3. This bid is based on the following subcontractors:

Name	Address	Class of Work

4. I hereby certify that all statements herein are made on behalf of

_____
(Name of Corporation, partnership or person submitting bid)

a corporation organized and existing under the laws of the State of

_____; a partnership consisting of an individual trading as

_____ of the City of _____

State of _____.

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in (its) (their) behalf, and that the said statements are true and correct.

Signature _____

_____
(Title, if any)

Sworn and subscribed before me this
_____ day of _____, 20__.

_____
(Notary or other officer authorized to administer oaths).

My Commission expires _____.

(Bidders should not add any conditions or qualifying statements to this proposal, as otherwise the proposal may be declared irregular as being not responsive to the advertisement. Do not remove Proposal Form from Contract Documents

NOT FOR BIDDING
SAMPLE

SCHEDULE OF FIXED EXTRAS (Apply only if there is no Bid Item for the same work or the work is specified as being included with another item)

CONSTRUCTION:

1.	Water Service alteration or relay 1 ¼" and smaller in diameter	$175.00/Lin. Ft.
2.	Water Service alteration or relay 1 ½" to 2" in diameter	$200.00/Lin. Ft.
3.	Remove & Replace Curb Stop	$1,500.00 Each
4.	Water Service alteration larger than 2"	To be negotiated
5.	Adjust Manhole Frames	$ 500.00 Each
6.	Adjust Catch Basin/Inlet Frames	$ 500.00 Each
7.	Adjust Water Boxes	$250.00 Each
8.	Internal Manhole Seal Removal and/or Installation	$ 325.00 Each
9.	4" Underdrain Pipe (Complete)	$ 15.00/Lin. Ft.
10.	Sawing concrete pavement	$200.00 plus $ 3.00/L.F. for each foot over 50 feet
11.	Sawing asphalt pavement	$200.00 plus $ 2.00/L.F. for each foot over 50 feet
12.	Sawing asphalt over concrete pavement.	$200.00 plus $ 3.50/L.F. for each foot over 50 feet
13.	Relay house sewers and drains (includes reconnect)	$250.00/Lin. Ft.
14.	Reconnect house sewers and drains	$450.00 Each
15.	Steel sheeting and bracing left in place	To be negotiated
16.	Close wood sheeting and bracing left in place	To be negotiated
17.	Spot wood sheeting and bracing left in place	To be negotiated
18.	Concrete Cradle	$ 175.00/Cu. Yd.
19.	Concrete Cap	$ 150.00/Cu. Yd.
20.	Borrow Excavation	$ 20.00/Cu. Yd.

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21.	Rock excavation by hand	$ 330.00/Cu. Yd.
22.	Rock excavation by mechanical means	$ 250.00/Cu. Yd.
23.	Buried concrete removal (including concrete encasement)	$ 150.00/Cu. Yd.
24.	Concrete pole base removal & disposal	$ 100.00 Each
25.	Base aggregate dense, 1-1/4 inch, tons in place including disposal of excess excavated materials.	$ 18.00/Ton
26.	Excavated material used for backfill in lieu of gravel backfill – credit.	$ 10.00/Cu. Yd.
27.	Aggregate slurry used for backfill in lieu of granular or crushed concrete backfill or vice versa	$110.00/C.Y. under 5.0 C.Y. $75.00/C.Y. over 5.0 C.Y.
28.	No. 2 stone for ditch bottom stabilization including disposal of excess excavated material	$ 24.20/Ton
29.	Crushed limestone No. 1 or smaller, tons in place	$15.00/Ton
30.	Utility structure masonry repairs	$ 85.00/Vrt. In. or $1020/Vrt. Ft.

RESTORATION: (Prices Include Removal and Disposal)

1.	8” concrete pavement.	$ 70.00/Sq. Yd.
2.	8” concrete base course.	$ 55.00/Sq. Yd.
3.	5” concrete sidewalk	$8.00/Sq. Ft.
4.	7” concrete drive	$ 9.00/Sq. Ft.
5.	Detectible Warning Fields	$40.00/Sq. Ft.
6.	High strength early setting concrete/”9 bag”	125% of bid price for the relevant pavement type
7.	Vertical face concrete curb and gutter	$ 42.00/Lin. Ft.
8.	Mountable concrete curb and gutter	$ 43.00/Lin. Ft.

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9.	Concrete Steps	$ 75.00/Lin. Ft.
10.	Pavement Milling (Asphalt)	$ 4.00/Sq. Ft.
11.	Pavement Milling (Concrete)	$ 6.00/Sq. Ft.
12.	Tack Coat	$ 5.00/Gal.
13.	Asphalt pavement	
	Less than 30 tons in place	$ 90.00/Ton
	Greater than 30 tons in place	$ 80.00/Ton
14.	Temporary bituminous cold patch or temporary HMA	$ 120.00/Ton
15.	Topsoil & Sodding	$ 1.50/Sq. Ft.
16.	Topsoil, Seeding & Mulching	$ 0.90/Sq. Ft.
17.	Topsoil, spread	$ 30.00/Cu. Yd.
18.	Concrete pavement dowel bars.	$ 9.50 Each
19.	Concrete pavement tie bars.	$ 7.00 Each

EROSION CONTROLS - ALL ITEMS TO INCLUDE MAINTENANCE: (incidental in this contract)

1.	Silt fence erection and maintenance.	$ 4.00/Lin. Ft.
2.	Hay Bales.	$ 7.00 Each
3.	Ditch protection	$ 6.50/Lin. Ft.
4.	Catch basin and inlet screens.	$ 50.00 Each
5.	Catch basin and inlet baskets.	$ 150.00 Each
6.	Tracking Pad Stone	$ 25.00/Ton

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SCHEDULE OF FIXED EXTRAS (CONTINUED)

REPAIR OF WATER MAIN BREAKS DURING CONSTRUCTION

Contractor shall repair all main breaks on existing mains that occur during normal working hours. The Water Works will normally operate the valves for the shutoff.
In emergency situations, the contractor may operate the valves with proper notification and authorization.

Where repairs are made on mains that will be abandoned, the Contractor shall furnish all repair material. The Contractor shall have a minimum of 2 repair clamps, 2 dual purpose sleeves, and 1 length of ductile iron, cast iron or PVC pipe of the existing pipe size on the job before the job starts and at all times thereafter. This repair material need not conform to the standard specifications.

When repairs are required on mains that will remain in service, the contractor shall also furnish all repair materials. The contractor shall have a minimum of 2 repair clamps, 2 dual purpose sleeves, and 1 length of ductile iron, pipe Special Class 54 and of the same size as the existing pipe on the job before the job starts and at all times thereafter. This repair material shall conform to the standard and Wauwatosa's specifications. Where, in unusual circumstances, the City furnishes materials, the cost of such material will be deducted from the amount due the contractor.

All breaks occurring as a result of the negligence of the contractor, whether from actual construction or faulty operation of hydrants and valves, shall be repaired at their own expense. Where the break occurs while exercising normal care, the Contractor will be compensated for the repair of each break as follows:

a. Where the break can be repaired without replacing pipe and no excavation is required, the Contractor will be paid $1,300.00.

b. Where the break can be repaired without replacing pipe, and the Contractor must excavate, the Contractor will be paid $1,900.00.

c. Where a piece of pipe must be removed and replaced, including any excavation required to complete the repair, the Contractor will be paid $2,500.00.

The Contractor, at their own expense, shall repair water services or branches damaged, as a result of the construction.

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SECTION 400 – FEDERAL FUNDING REQUIREMENTS AND MINIMUM WAGE SCALE

Additional requirements due to Federal Funding are not applicable to this contract.

Minimum wage scale intentionally omitted pursuant to 2015 Wisconsin Act 55, effective January 1, 2017.

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SECTION 500 - STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those 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

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 501 - SUPPLEMENTARY CONDITIONS

Section Includes:

SC-2.02.A Copies of Documents

SC-2.05.A.2 Schedule of Submittals

SC-2.06 Preconstruction Conference

SC-2.07.A Initial Acceptance of Schedules

SC-2.07.A.2 Schedule of Submittals

SC-3.01 Intent

SC-4.01. A Commencement of Contract Times; Notice to Proceed

SC-4.03.B Reference Points

SC-4.04.C Progress Schedule

SC-4.05. Abnormal Weather Conditions

SC-4.05. Delays in Contractor's Progress

SC-5.01.C. Storage of Materials, Equipment, and Vehicles

SC-5.02.D. Loading of Structures

SC-5.03. Subsurface and Physical Conditions

SC-5.04.A. SC Differing Subsurface and Physical Conditions

SC-5.05.B. Underground Facilities

SC-5.06(A)(3). Hazardous Environmental Conditions

SC-6.01.B. D. and I. Performance, Payment, and Other Bonds

SC-6.03. Contractor's Insurance

SC-6.04.E. Property Insurance

SC-7.02- Supervision and Superintendence

SC-7.03.A. Labor; Working Hours

SC-7.03.C. Work Hour Restrictions

SC-7.03.D- Holiday Work Hours

SC-7.04.D and .E Services, Materials, and Equipment

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SC-7.05.A. Contractor's Request; Governing Criteria

SC-7.07.A. Concerning Subcontractors and Suppliers

SC-7.16.B.2. Samples

SC-7.07. Concerning Subcontractors, Suppliers, and Others

SC-7.09.A. Utility Charges.

SC-7.11. Laws and Regulations

SC-7.15. Emergencies.

SC-7.16.G. Shop Drawings and Samples

SC-10.03. Resident Project Representative

SC-11.05(A) Amending and Supplementing the Contract

SC-13.02.B. Cash Allowances.

SC-14.02.B.1 Inspections, Tests, and Approvals

SC-14.03. Defective Work.

SC-15.01.B.1. Applications for Payments

SC-15.01.D. Payment Becomes Due.

SC-15.01.F. Payment for Extra, Additional, or Omitted Work

SC-15.03. Substantial Completion

SC-15.06.A.3 Alternatives to Waivers of Liens.

SC 15.06.D. Completion of Work.

SC-15.07.A. Waiver of Claims

SC-15.08. Correction Period

SC-15.06.A.2. Application for Payment

SC-17.20. Substance Abuse Prevention Program

SC-18.01.A.2. Giving Notice

SC-18.11. Covenant Against Contingent Fees.

SC-18.12. Officials Not to Benefit.

SC-18.13. Other Contracts

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Supplementary Conditions

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

The terms used in these Supplementary Conditions will 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 thereto.

SC-2.02.A COPIES OF DOCUMENTS. Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor two fully executed copies of the Contract; One copy is for the Contractor's bonding agency and one copy is for the Contractor's file. Additional printed copies will be furnished upon request at the cost of reproduction. One copy in electronic portable document format (PDF) will also be provided upon request.

SC-2.03.A.2 Schedule of Submittals. Delete Paragraph 2.03.A.2 in its entirety.

SC-2.04. Preconstruction Conference; Designation of Authorized Representatives. Add the following new paragraph after Paragraph 2.04.B:

C. At this conference Owner may designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individual shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of Engineer.

SC-2.05.A. Initial Acceptance of Schedules. Delete the first sentence in Paragraph 2.05.A

SC-2.05.A.2. Schedule of Submittals. Delete Paragraph 2.05.A.2 in its entirety.

SC-3.01. Intent. Add the following new paragraph after the first paragraph in 3.01.C:

In case of discrepancy between documents, the governing order is as follows:

1.Addenda

2.Special Provisions (Section 600)

3.Plans

4.Wauwatosa Standard Specifications

5.All Other Specifications

6.Appendices and other documents intended to be incorporated into the contract

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If there is a discrepancy on a drawing, the drawing dimension, unless obviously incorrect, govern over scaled dimensions. If there is a discrepancy in the plans, the typical sections or details govern over any standard detail drawing.

SC-3.01. Intent. Add a new paragraph immediately after Paragraph 3.01.H as follows:

I. Some Specification and Drawing text is written in imperative and streamlined form. This imperative language is directed to Contractor, unless specifically noted otherwise. Include the words "shall be" by inference where a colon (:) is used within sentences or phrases.

SC-4.01. A Commencement of Contract Times; Notice to Proceed. Delete Paragraph 4.01.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than 30 days after the time period for acceptance of Bids by Owner stated in the Bid Form or the thirtieth day after the Effective Date of the Agreement, whichever is earlier.

***SC-4.03.B – Reference Points*.** Add the following new paragraph immediately after Paragraph 4.03.A:

B. The Owner will furnish and set the survey stakes for the general location, alignment, grade, and other necessary points with proper notes thereon. The Contractor shall notify the City Engineer not less than seventy-two (72) hours or not less than three (3) working days, whichever is greater, in advance of when and where grade and points are desired.

The Contractor shall be responsible for the preservation of all stakes and marks, and if in the opinion of the City Engineer any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost to the City of replacing them shall be charged against the Contractor and shall be deducted from the payment for the work.

SC-4.04.C – Progress Schedule. Add the following new paragraph immediately after Paragraph 4.04.B:

C. In addition to submission of the progress schedule, the Contractor shall schedule weekly meetings with the Engineer. The agenda will include, but is not limited to, site safety, review of work progress to date, 3-week schedule, field observations, identified field issues and resolutions, delays, corrective measures to regain the progress schedule, and resident and business impacts.

The Contractor shall provide a 3-week schedule to the Engineer that shows the current week work schedule and proposed work schedule for the following two weeks at these meetings. The Contractor’s project manager and project superintendent shall attend this meeting. A Subcontractor with work shown on the 3-week schedule shall have a representative knowledgeable of the project attend the meeting.

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SC-4.05. Abnormal Weather Conditions. Add the following language to Paragraph 4.05.C.2:

(1) The Engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for adverse weather days if the number of adverse weather days exceeds the anticipated number of adverse weather days tabulated below.

TOTAL ANTICIPATED ADVERSE WEATHER DAYS FOR EACH CALENDAR MONTH

Jan: 31[1] Feb: 28[1] Mar: 31[1] April: 5 May: 4 June: 4 July: 3 Aug: 3

Sep: 4 Oct: 5 Nov 1 thru 15: 2 Nov 16 thru 30: 15[1] Dec: 31[1]

[1] Includes an anticipated winter suspension from November 16 through March 31. Multi-year contracts will address the winter suspension dates within the special provisions.

(2) Submit the request to the Engineer at the end of the month. Indicate the number of adverse weather days that occurred during that month. Provide progress schedule documentation to show that the controlling item of work was delayed. Show that the delay was beyond the control of the contractor. The Engineer will assess the contractor's submittal and indicate how many adverse weather days are confirmed.

(3) For each calendar month, the Engineer will grant an adverse weather day for each confirmed adverse weather day that exceeds the number of anticipated adverse weather days. When the contractor requests adverse weather days, the Engineer will give the contractor a monthly written statement showing the number of days credited for adverse weather. At the end of the project, the Engineer will extend time on calendar day and completion date contracts for the cumulative number of severe weather days credited each month. On days where less than 4 hours of controlling items of work were or could have been performed, a full adverse weather day will be granted. On days where 4 or more hours but less than 8 hours of controlling items of work were or could have been performed a half adverse weather day will be granted. Days in which 8 hours or more of a controlling item of work were or could have been performed will not be granted an adverse weather day.

(4) Winter Suspension for Completion Date Contracts

a) The Contractor may request a winter suspension for a completion date contract. If the Engineer determines that conditions do not allow for the completion of the remaining work, the Engineer may approve the Contractor’s request and determine a start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. If weather conditions permit work to resume within the winter suspension period, the Engineer may direct the Contractor to resume all or specific work activities.

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b) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic, plowing operations, and does not hinder visibility of drivers. The Contractor shall be responsible to protect all stored materials from damage and/or theft. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under *SC-15.01.F.*

c) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the Engineer will extend contract time to correspond to the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.

d) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension and no work will be permitted unless authorized by the Engineer in writing. Liquidated damages will not be assessed during the winter suspension when no work is occurring. Liquidated damages will resume at the end of the winter suspension and will resume during any calendar days the Engineer authorizes or directs the Contractor to perform contract work during the winter suspension period.

(5) Winter Suspension for Non-Completion Date Contracts

a) The Contractor shall complete all work on Non-Completion Date Contracts prior to the Winter Suspension date of November 15th. If work is not complete prior to the Winter Suspension dates, the Contractor shall ready the project for Winter Suspension per SC-4.05(4)b. and all costs shall be incidental to the contract. If weather conditions permit work to resume within the winter suspension period, the Engineer may direct the Contractor to resume all or specific work activities.

SC-4.05. Delays in Contractor's Progress. Add the following paragraph immediately following Paragraph 4.05.H:

I. The Engineer shall have authority to suspend the work wholly or in part for such period or periods as they may deem necessary, due to unsuitable weather or such conditions as are considered unfavorable for the suitable prosecution of the work

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or for such time as it is necessary due to the failure on the part of the Contractor to carry out orders given or perform any and all provisions of the contract.

SC-5.01.C. Storage of Materials, Equipment, and Vehicles. Add the following new language at the end of Paragraph 5.01.C.:

C. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them. Stored materials shall be located so as to facilitate prompt inspection. That portion of the public streets or public lands not required for public use or travel may upon approval of the Engineer be used for storage purposes and for placing of the Contractor's plant and equipment, however, adequate storage space is not guaranteed and, additional space, if required, shall be provided by the Contractor at their own expense.

   The Contractor's vehicles, equipment and materials shall not be left on the street except when work operations are actually in progress, unless otherwise authorized by the Engineer.

SC-5.02.D. Loading of Structures. Add the following new language at the end of paragraph 5.02.D:

D. If the Contractor intends to store materials, equipment, or vehicles on a structure, at the Engineer's request, the Contractor shall provide a structural analysis stamped by a licensed Structural Engineer including calculations showing that the loading does not exceed the structural loading and will not endanger the structure or adjacent structures or land to stresses or pressures that will endanger them prior to storing materials, equipment, or vehicles on the structure.

SC-5.03. Subsurface and Physical Conditions. Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner: None.

F. The following drawings and photographs of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner: None.

G. The reports and drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

H. Copies of reports and drawings identified in SC-5.03.F and SC-5.03.G that are not included with the Bidding Documents may be examined at City of Wauwatosa's City Hall during regular business hours.

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SC-5.04.A. SC Differing Subsurface and Physical Conditions. Delete Paragraph 5.04.A in its entirety and insert the following in its place:

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then the Contractor shall immediately call the attention of the Engineer to such conditions, and, if Contractor finds that the materials differ from those shown on the drawings, or indicated in these specifications, Contractor shall at once make such changes in the drawings and/or specifications, as Contractor may find necessary.

SC-5.05.B. Underground Facilities. Delete Paragraph 5.05.B in its entirety and insert the following in its place:

B. Notice by Contractor:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown and indicated with reasonable accuracy in the Contract Documents Contractor shall, within two working days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 12.01.

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SC-5.06(A)(3). Hazardous Environmental Conditions. Add the following subparagraphs immediately after Paragraph 5.06(A)(3):

4. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner: None.

SC-6.01.B. Performance, Payment, and Other Bonds. Add the following new paragraphs immediately after Paragraph 6.01.B:

1. Labor and Material Bond. The Contractor shall furnish a surety bond in an amount at least equal to 100% of the full contract price, such bond to be executed by a surety company acceptable to the Owner. The labor and material bond shall serve as security for the payment of all persons performing labor and all persons furnishing materials in connection with this contract.

2. Premium Payment. The premiums on the performance bond and labor and material bond shall be paid by the Contractor.

3. If Section 71.80(16) Wisconsin Statutes is applicable, Contractor hereby agrees to comply with the requirements of such Section. This Section is applicable to Contractors who are nonresidents of Wisconsin when total contract price exceeds $50,000.00.

SC-6.01.D. Performance, Payment, and Other Bonds. Replace in its entirety the language in Paragraph 6.01.D with the following:

All bonding companies and sureties issuing bonds and/or contract security to Contractor shall be licensed to perform business in the State of Wisconsin.

SC-6.01. Performance, Payment, and Other Bonds. Add the following language immediately following Paragraph 6.01.H.:

I. Should any surety upon the bond for performance of this contract become unacceptable to the Owner, the Contractor must promptly furnish such additional security as may be provided from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

SC-6.03. Contractor's Insurance. Add the following language immediately after paragraph 6.03.C:

D. The Contractor and the Contractor's insurance company shall be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, their agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all

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costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

The Contractor shall not commence work under a contract until they have obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a subcontractor to commence work until all similar insurance required has been so obtained and filed. Contractor shall be required to maintain insurance throughout the duration of the contract until final acceptance of the project.

E . WORKMEN'S COMPENSATION INSURANCE Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All subcontractors and suppliers shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.

F. COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

(1) COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability written in comprehensive form to protect the Contractor, the Owner and Engineer against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors. The policy shall be endorsed to include Notice of Cancellation Endorsement Form IL-7002 10-90 or equivalent endorsement language which is approved by the City Attorney. This endorsement shall be specifically reflected on the Certificate of Insurance form required by Section 6.02, and a copy of said endorsement shall be provided to the Owner when available. In addition, this policy shall specifically insure the contractual liability assumed by the Contract.

The scope of this coverage shall also include the Personal Injury Hazards, including "a", "b", and "c". "a" includes false arrest, malicious prosecution, and un-willful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy and wrongful entry. Employee exclusion shall be removed. In addition, coverage will include broad form property damage, host liquor liability, advertising injury, additional persons insured, extended bodily injury, and incidental medical malpractice.

Comprehensive general liability coverage shall contain no exclusions for explosion, collapse, or underground work (X, C, or U).

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The contractor shall also provide completed operation and product liability coverage for the life of the Contract and maintain such coverage for a period of 1 year after final acceptance of the work by the Owner.

The liability limits shall not be less than $1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage if coverage written on 1973 I.S.O. form or $1,000,000. combined single limit per occurrence with $2,000,000. aggregate for personal injury, bodily injury or property damage if coverage is written on 1986 I.S.O. coverage form.

(2) UMBRELLA/EXCESS LIABILITY

The Contractor shall maintain during the life of this Contract, Umbrella/Excess Liability coverage totaling $5,000,000. If primary comprehensive General Liability is written on a 1986 I.S.O. coverage form, Umbrella/Excess liability shall include a drop down provision to protect, on a primary basis, the contractor, the Owner and Engineer, in the case of exhaustion of the aggregate primary limits.

G. COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE Operations of owner, hired and non-owned motor vehicles.

Bodily Injury	$ 500,000 per person
	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

The Contractor shall file with the Owner a certification of insurance containing a ten (10) day notice of cancellation.

NOTE: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess third party liability policy.

H. ADDITIONAL INSUREDS All insurance coverages required pursuant to this contract shall name the following persons as additional insured parties:

The Owner and its boards, commissions, committees, authorities, employees, agencies and officers, voluntary associations, other units operating under the jurisdiction and within the appointment of its budget.

SC-6.04.E. Property Insurance. Immediately following paragraph 6.04.E, add the following paragraphs:

F. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, and other consultants and

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subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup;

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and

8. include coverage for hazardous materials to comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-7.02- Supervision and Superintendence. Add the following new paragraphs immediately after Paragraph 7.02.B.:

C. The work shall be under the charge and care of the Contractor until final acceptance by the City. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements or for any cause whatsoever, whether arising from the execution or partial or complete failure in execution of the work. The Contractor shall rebuild, restore and make good, at their own expense, all injuries or damages to any portion of the work occasioned by any causes before its completion and acceptance.

SC-7.03.A. Labor; Working Hours. *Add the following new paragraph immediately after Paragraph 7.03.A:*

1. When a person employed by Contractor, or anyone for which Contractor is responsible, is abusive or disrespectful to the general public or to the Owner's representative, such employee shall, upon written request by Owner, be removed from the Work.

SC-7.03.C. Work Hour Restrictions. Delete Paragraph 7.03.C. in its entirety and insert the following in its place:

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Work operations in residential areas, including daily startup activities under this contract, shall be limited to the period from 7 A.M. to 7 P.M. Monday thru Friday, during the life of the contract except those work operations identified in the special provisions, if any. If, in the opinion of the Engineer, or their authorized representative, unusual circumstances dictate work outside of these hours is warranted due to an emergency condition, or special circumstance, such authorization by the Engineer or their representative to extend the working hours beyond those stated herein, shall be given in writing and, if authorized, shall be on a single incidence basis for a specific day. For all other work that is not deemed an unusual circumstance, the Contractor shall follow the procedures outlined in the specifications to obtain written permission to perform work.

SC-7.03- Holiday Work Hours. Add the following new paragraph immediately after Paragraph 7.03.C:

D. The Contractor shall not perform work on holidays observed by the Owner without written permission from the Engineer.

SC-7.04 Services, Materials, and Equipment. Add the following new paragraphs immediately after Paragraph 7.04.C.:

D. Clean Up. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by their employees or work and Contractor shall remove all their rubbish from and about the site and all their tools, equipment, scaffolding and surplus materials and shall leave the work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor and the Contractor agrees to reimburse such cost to the Owner.

E. Final Cleaning Up. Within fourteen (14) calendar days after the completion of the work and before acceptance and payment will be made, the Contractor shall clean and remove from the site of the work and adjacent property all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the work and shall leave the site of the work in a neat and presentable condition.

SC-7.05.A. Contractor's Request; Governing Criteria. Delete SC 7.05.A. and replace with the following:

A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

4. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and

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sufficiently similar so that no change in related Work will be required, Engineer may deem it an "or equal" item, subject to the following. For the purposes of this paragraph, a proposed item of equipment or material may be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner. Engineer may object on behalf of on behalf of Owner for any reason in Engineer's discretion.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

SC-7.07.A. Concerning Subcontractors and Suppliers. Add the following new paragraph immediately following Paragraph 7.07.A.:

1. The Contractor must perform with their own organization, work amounting to at least one-third of the original contract amount unless a differing portion is specified in the contract Special Provisions.

SC-7.16.B.2. Samples. Delete Paragraph 7.16.B.2 in its entirety and replace with the following new paragraphs:

A. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples, and shall not make use of or incorporate in the work any material represented by these samples until the tests have been made and the material found to be acceptable in accordance with the requirements of the specifications. The Contractor shall furnish without charge all samples required.

B. When required by the Engineer, representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer for examination and shall be tested in accordance with the methods referred to herein. The acceptance of preliminary sample, however, shall not be construed as acceptance of the material from the same source delivered later. Only the materials actually delivered for the work will be considered and their acceptance or rejection will be based solely on the results of the

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tests prescribed in these specifications. All samples shall be submitted before shipment of the material to the site of the work and in ample time to permit making tests or examinations before incorporating the material into the work.

C. All tests shall be made in accordance with the methods described in these specifications. If any specifications are inadvertently omitted, those of the A.S.T.M. or other recognized societies for such materials will be used. References to A.S.T.M. or other recognized societies, specifications shall be understood to mean the latest revision of the standard specifications. Laboratory tests shall be made by a recognized laboratory acceptable to the Engineer. Reports of tests provided by the Contractor shall be submitted promptly to the Engineer.

D. The Contractor shall give timely notice to the Engineer of the place and time of the test to be made, to permit the Engineer to witness the test if they should so desire. All tests shall be made at the sole expense of the Contractor.

SC-7.07. Concerning Subcontractors, Suppliers, and Others. Add new paragraphs immediately after Paragraph 7.07.M:

N. Contractor shall, to the extent practicable, maintain a list of all Subcontractors, Suppliers, and service providers performing, furnishing or procuring labor, services, materials, plans or specifications for the performance of the Work.

SC-7.09.A. Utility Charges. Amend the fourth sentence of Paragraph 7.09.A to read as follows:

Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

SC-7.11. Laws and Regulations. Add the following paragraph after Paragraph 7.11.C:

D. Contractor shall assist and cooperate fully with Owner in meeting any obligations under the Wisconsin Public Records law. In the event that Contractor withholds records, for any reason, and said withholding is found to be in violation of the law or a Court Order, Contractor shall indemnify and hold harmless Owner for any and all costs related to the withholding of those records, including, but not limited to, monetary damages of any kind, actual attorney's fees, and litigation costs of any kind.

E. Owner and Contractor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Owner and Contractor agree as follows. When Owner receives public records requests for matters that Owner believes might be proprietary or confidential information. Owner will notify Contractor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement). Contractor shall either provide Owner with the record that is requested for release to the requester or Contractor shall advise Owner that Contractor objects to the release of the requested information and the basis for the objection. If for any reason Owner concludes that Owner is obligated to provide a record to a requester that is in Contractor's possession. Contractor shall provide such records to Owner immediately upon Owner's request. Contractor shall not charge for work performed under this

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paragraph except for the "actual. necessary and direct" charge of responding to the records request as that is defined and interpreted in Wisconsin law.

In addition to and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, agents, employees and independent contractors growing out of Owner's denial of a records request. based upon objections made by Contractor; or (ii) Contractor's failure to provide records to Owner upon Owner's request; or (iii) Owner's charges made to a records requester based upon reimbursement of costs Contractor charged to Owner in responding to a records request; or (iv) Owner's lack of timely response to a records request. following Contractor's failure to timely respond to Owner as required herein; or (v) Owner's provision of records to a requester that were provided to Owner by Contractor in response to a records request. Contractor's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Owner may provide all requested documents, programs, data, and other records to the requestor, upon failure by Contractor to defend, indemnify or hold harmless the Owner as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

F. In carrying out any of the provisions of this contract or in exercising any power or authority granted to the Contractor hereby, there shall be no personal liability upon the Engineer or their authorized assistants, it being understood that in such matters they act as agents and representatives of the Owner.

SC-7.15. Emergencies. Add a new paragraph immediately after Paragraph 7.15.A as follows:

B. In the event it becomes necessary for the Owner to perform emergency maintenance and protection which are the responsibility of Contractor under the Contract Documents, the costs incurred will be charged against Contractor, a Change Order will be issued, and Owner shall be entitled to an appropriate decrease in the Contract Price.

SC-7.16.G. Shop Drawings and Samples. *Add the following paragraphs immediately after Paragraph 7.16.F:*

G. If Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-10.03. Resident Project Representative. *Add the following new paragraph immediately after Paragraph 10.03.B:*

C. The Resident Project Representative (RPR) will have same authority and responsibilities as Engineer.

SC-11.05(A) Amending and Supplementing the Contract. Add the following new paragraphs immediately after Paragraph 11.05(A):

1. INCREASED OR DECREASED QUANTITIES OF WORK. If the Engineer deems it proper or necessary in the execution of the work to make changes which will increase or

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decrease the quantity of labor or material or the expense of the work, such changes shall not annul nor violate the contract or agreement hereby entered into nor release the surety thereon, and the Contractor shall furnish the necessary labor and material to complete the contract as changed.

Items for which quantities change are categorized as major or minor items. A major item shall be considered to be any item whose total cost, determined by multiplying the original quantity and the contract unit price, is equal to or greater than five percent of the total amount of the original contract. A minor item is one of which total cost, determined, as above, is less than five percent of the total amount of the original contract.

When the actual quantity of any major item required to complete the work is increased or decreased, payment for the quantity of work actually performed for such item will be made in accordance with the table below:

Increased or Decreased Quantities of Work

Item	Actual Quantity as % of Contract Quantity	Basis of Payment
Major (≥5% of Total Contract)	75% - 125%	Contract Unit Prices
Major (≥5% of Total Contract)	<75%	Adjusted Unit Prices (not to exceed cost for 75% of contract quantity times the contract unit price)
Major (≥5% of Total Contract)	>125%	Adjusted Unit Prices for units >125% of contract quantity. (Contract Unit Prices for all units up to 125% of contract quantity).
Minor (<5% of Total Contract)	All	Contract Unit Prices

The adjustment or revision of unit prices shall be negotiated on the basis of actual cost for the entire item plus a reasonable allowance for profit and applicable overhead.

If such changes cause an increase or decrease in the time required for its performance, an equitable adjustment shall be made and a Change Order effectuating the change shall be executed. .

No changes shall be made without first obtaining the approval in writing of the Engineer or their duly authorized representative. Any claim for adjustment under this section must be asserted within ten (10) days from the date the change is ordered, unless the Engineer shall for proper cause extend such time. Nothing provided in this section shall excuse the Contractor from proceeding with the prosecution of the work so changed.

2. EXTRA WORK. The Contractor may be ordered by the Engineer to perform additional work and furnish materials which do not appear in the proposal or contract as a specific item accompanied by a unit price, or lump sum price, and which are not included under

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the price bid for other items in the contract. All such work and materials shall be designated as extra work. The Contractor shall perform extra work whenever it is deemed necessary or desirable by the Engineer to fully complete the project as contemplated and it shall be done in accordance with the intent of these specifications.

Extra work shall be done under the supervision of the Engineer and their decision shall be final and binding. The plan of the work to be followed, the equipment to be used and the amount and character of labor to be employed shall meet with the approval of the Engineer. Authorization for extra work shall be given by the Engineer in writing in the form of a Change Order. The Contractor shall perform the extra work by force account when so ordered by the Engineer. Work performed on a cost-plus-limited basis shall have itemized statements submitted in accordance with 109.4.5.1(3) of the State Specs. Claims for extra work which have not been authorized by the Engineer will be rejected.

SC-13.02.B. Cash Allowances. Delete Paragraph 13.02.B.1.in its entirety and insert the following in its place:

1. The cash allowances include the cost to Contractor (less any applicable trade discounts) of materials, equipment, and services required by the allowances to be delivered at the Site, or for the Project, and all applicable taxes; and

SC-14.02.B.1 Inspections, Tests, and Approvals. Add the following new paragraphs immediately following Paragraph 14.02.B.:

H. Inspectors, employed by the Owner, 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 materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the specifications. Inspector is authorized to call the attention of the Contractor to any failure of the work or material to conform to the specifications and the contract and shall have authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

The inspector shall in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Engineer in any way or releasing the Contractor from fulfilling any of the terms of the contract.

If the Contractor refuses to suspend operations on verbal order, the Engineer or inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the Project Manager, Project Superintendent , or Foreman on-site , the inspector shall immediately leave the job. Work done after the inspector leaves the job will not be accepted or paid for.

SC-14.03. Defective Work. Add the following new paragraph immediately following Paragraph 14.03.G.:

H. Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner. Neither shall it be construed as barring the Owner, at any subsequent time, from the

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recovery of damages or of such a sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper materials hidden, wherever found.

SC-15.01.B.1. Applications for Payments. Delete paragraph 15.01.B.1. in its entirety and insert the following in its place:

1. At least forty days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Contractor shall submit three documents: an invoice from the material or equipment supplier which states item's cost; an item-specific invoice, bill of sale, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein; all of which will be satisfactory to Owner.

   Requests for payment for materials and equipment not incorporated in the Work shall not be made.

SC-15.01.D. Payment Becomes Due. Delete paragraph 15.01.D. in its entirety and insert the following in its place:

D. Within fifteen days after presentation of the Application for Payment to Owner, with the Engineer's recommendation, the amount recommend will (subject to the provisions of paragraph 14.02.D and calendar placement on the next available Board of Public Works Agenda) become due, and when due will be paid by Owner to Contractor.

SC-15.01.F. Payment for Extra, Additional, or Omitted Work. Add the following new paragraphs immediately following Paragraph 15.01.E.:

F. The Owner upon proper action by its governing body, may authorize changes in, additions to, or deductions from the work to be performed or the material to be furnished pursuant to the provisions of the contract or any other contract documents.

   Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

   (a) By unit prices contained in the Contractor's original bid and incorporated in the construction contract.

   (b) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the construction contract.

   (c) By an acceptable lump sum proposal from the Contractor not to exceed fifteen (15%) percent of the original contract price for all extra, additional or omitted work to comply with Section 62.15(1c) of the Wisconsin Statutes. For lump sum proposals

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submitted by a subcontractor, the Owner will allow the contractor a markup on work the subcontractor performs as follows:

- Use a markup of 10% for the first $10,000 of work.
- Use a markup of 2% for work in excess of $10,000.

(d) On a cost-plus-limited basis not to exceed fifteen percent (15%) of the original contract price to comply with Section 62.15 (1c) of the Wisconsin Statutes. A cost-plus-limited basis is defined as the cost of labor, materials and insurance, plus fifteen percent (15%) of the said cost to cover superintendence, general expense, overhead, and profit. Equipment necessary to complete work on a cost-plus-limited basis will be paid as an hourly rate and shall include no mark-up above the hourly rate.

1. Labor – The Owner will pay the contractor's labor costs at the contractor's personnel actual wage rates or wage rates previously agreed upon with the Owner, in writing, for personnel directly involved in producing and supervising the cost-plus-limited basis work. The Owner will only pay for hours that personnel are actually engaged in cost-plus-limited basis work. The Owner will also reimburse the contractor based on actual costs paid to, or on behalf of, workers for subsistence and travel benefits, health and welfare benefits, pension fund benefits and other contractor-paid benefits. The Owner will pay no part of wages or benefits for personnel connected with the contractor's forces above the classification of foreman and having only general supervisory responsibility for the cost-plus-limited basis work.
2. Materials – The Owner will pay the Contractor based on actual invoiced costs, including applicable taxes and actual freight charges, for Engineer-approved materials the contractor uses in force account work. If the contractor uses materials from the contractor's stock, the Owner and the contractor will agree on the price. Do not incorporate materials into the work without agreement. The Owner reserves the right to furnish materials as it deems appropriate. Make no claims for the costs, overhead, or profit on materials that the Owner provides.
3. Insurance – The Owner will pay the contractor based on actual invoiced costs for property damage, liability and workers compensation insurance premiums, unemployment insurance contributions and social security taxes on work performed on a cost-plus-limited basis. The contractor shall furnish satisfactory evidence of the rates actually paid.
4. Equipment – The Owner will pay for the use of contractor-owned equipment the Engineer approves for work on a cost-plus-limited basis only during the hours that it is operated to the nearest half hour. Contractor-owned equipment expense rates will be paid as given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book). Base all rates on revisions effective January 1 for all equipment used in that calendar year and provide the Engineer with a copy of the rate sheet for each piece of equipment used.

http://equipmentwatch.com/estimator/

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For equipment not listed in EquipmentWatch, provide an expense rate and furnish cost data to support that rate.

Rental equipment will be paid at the rental cost as invoiced by the rental company.

The Owner will not pay rental for tools or equipment with a replacement value of $500 or less.

The Engineer may reject equipment not in good working condition or not properly sized for efficient performance of the work.

If a subcontractor performs work on a cost-plus-limited basis, the Owner will allow the contractor a markup on work the subcontractor performs as follows:

- Use a markup of 10% for the first $10,000 of work.
- Use a markup of 2% for work in excess of $10,000.

No claim for an addition to the contract sum shall be valid unless authorized in writing by the Engineer pursuant to section SC-11.05(A). Final proposed costs, including all back-up documentation, for authorized changes performed on a cost-plus-limited basis shall be submitted to the Engineer within 45 days of completing the authorized work.

SC-15.03. Substantial Completion. Add the following paragraph immediately following Paragraph 15.03.F.:

G. The Contractor, upon receipt of the punch list, shall submit all missing documentation and perform all work enumerated on the punch list within 14 calendar days from the date the Engineer issues the punch list.

If missing documentation and incomplete or unacceptable work remain after the 14 calendar days, the Engineer may restart contract time unless the Engineer and the Contractor mutually agree to extend this 14 calendar day requirement.

SC-15.06.A.3 Alternatives to Waivers of Liens. Delete Paragraph 15.06.A.3. in its entirety.

SC 15.06.D. Completion of Work. Delete Paragraph 15.06.D. in its entirety and insert the following in its place:

D. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment, the Common Council, if applicable, has approved of the work and final payment, and the Board of Public Works has ratified final payment, and issuance of notice of the acceptability of the Work has been made.

SC-15.07.A. Waiver of Claims. Delete Paragraph 15.07.A. in its entirety and insert the following in its place:

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A. The Owner shall not be precluded or estopped by any measurements, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, certificate and payment in accordance therewith, from recovering from the Contractor and their sureties such damage as it may sustain by reasons of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the Board of Public Works and/or Common Council, nor any representative of the Board of Public Works and/or Common Council, not any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of breach of the contract shall not be held to be a waiver of any other or subsequent breach.

SC-15.08. Correction Period. Delete paragraphs 15.08.A. and 15.08.D in their entirety and insert the following in their place:

A. If within one year after the date of final payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in paragraph 7.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work, or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

D. In special circumstances where a particular item of equipment is placed in continuous service before Engineer's recommendation of final payment, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

SC-15.08. A *Correction Period.* Add the following new paragraph immediately after paragraph 15.08.A.4:

5. If Contractor cannot correct defective work within thirty days due to prevailing manufacturing or repair time, Contractor shall promptly provide temporary Work, satisfactory to Owner, until Work can be permanently corrected.

SC-15.06.A.2. Application for Payment. Add the following paragraph immediately after Paragraph 15.06.A.2.e :

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f. List of all Subcontractors, Suppliers, and service providers required by SC-7.07.N.

SC-17.20. Substance Abuse Prevention Program. Add the following paragraphs immediately following Paragraph 17.19:

The contractor shall develop, implement and maintain a Substance Abuse Prevention Program as established by Section 103.503 of the Wisconsin State Statutes, and all acts amendatory thereof and supplementary thereto. This statute establishes certain prohibitions against the use and distribution of drugs and alcohol by employees of contractors and subcontractors that have been awarded contracts for or are performing work on public works projects subject to Wisconsin's prevailing wage requirements.

The program must cover all union and non-union employees who work on the Owner's construction sites. Failure to implement such a program prior to award shall result in the Bidder being held to be non-responsible. Following award of the Contract if the Contractor breaches the District Policy by failing to have or to effectively implement the policy, the Owner shall consider this a breach of the Contract by the Contractor and may terminate the Contract. This requirement shall be applicable to all subcontractors with subcontracts in excess of one percent (1%) of the bid.

The act specifically provides that effective May 1, 2007, contractors, subcontractors and their respective employees must comply with the following requirements:

1. Employees on covered public works projects are prohibited from (a) using, possessing, attempting to possess, distributing, delivering or being under the influence of drugs while performing work on covered public works projects, and (b) using or being under the influence of alcohol while performing work on covered public works projects.

2. Before a contractor or subcontractor begins a covered public works project, the contractor or subcontractor must have a written program for the prevention of substance abuse, including:

   (a) A prohibition against the use of drugs or alcohol while working on covered public works projects.

   (b) A requirement that contractor's or subcontractor's employees submit to random, reasonable suspicion and post-accident drug and alcohol tests.

   (c) A requirement that contractor's and subcontractor's employees submit to drug and alcohol tests before beginning work on covered public works projects, unless those employees have been participating in a random testing program during the preceding 90 days.

   (d) A procedure for notifying employees that fail a test or refuse to submit to testing that they may not perform work on covered public works projects until they submit to and pass drug and alcohol tests.

3. Each contractor and subcontractor is required to pay for the development, implementation and enforcement of its own substance abuse program. These costs cannot be passed on to covered public works projects.

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4. Contractors and subcontractors cannot allow employees that fail a test or refuse to submit to substance abuse tests to work on covered public works projects.

5. All substance abuse testing must be conducted in accordance with guidelines for laboratory testing procedures and chain of custody procedures established by the Substance Abuse and Mental Health Services Administration of the Federal Department of Health and Human Services.

SC-18.01.A.2. Giving Notice. Delete Paragraph 18.01.A.2 in its entirety and insert the following in its place:

2. Delivered at or sent to the last business address known to the giver of the notice by United States Postal Service First-Class or Priority Mail, postage prepaid, or by United Parcel Service of America, Inc. UPS shipping service.

SC-18.11. Covenant Against Contingent Fees. Add the following new paragraph immediately after Paragraph 18.10:

18.11 Covenant Against Contingent Fees.

A. The Contractor warrants that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fees. Breach of this warranty shall give the Owner the right to terminate the contract, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commission payable to Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for purposes of securing business.

SC-18.12. Officials Not to Benefit. Add the following new paragraph immediately after Paragraph 18.11

18.12. Officials Not to Benefit

A. No member of the Public Body shall be admitted to any share or part of this contract or to any benefit that may arise there from but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SC-18.13. Other Contracts. Add the following new paragraph immediately after Paragraph 18.12

18.13 Other Contracts.

A. The owner may award other contracts for additional work and the Contractor shall fully cooperate with such Contractors and carefully fit work within the contract including additional work added to the contract to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor.

END OF SUPPLEMENTARY CONDITIONS

NOT FOR BIDDING

SECTION 600
SPECIAL PROVISIONS

CONTRACT 26-08

These Special Provisions cover items, correction, deletions or additions to the General Contract Conditions, the Standard Specs, the State Specs, and the City Provisions, and take precedence over those other parts of those specifications which are in conflict herewith.

600.0 – Time of Substantial Completion. Add the following new paragraphs to Section 200, INSTRUCTIONS TO BIDDERS, immediately following Section 200.03-Time of Substantial Completion:

The substantial completion date for Contract 26-08 Center Street Paving shall be August 15, 2026.

If the contractor does not complete the work on or before the date set forth above for Contract 26-08 Center Street Paving or within the extra time allowed under a City Engineer granted time extension, the City will assess liquidated damages. The City will deduct one thousand forty five dollars ($1,045.00) for every calendar day that the work remains uncompleted from payments due the contractor. An entire calendar day will be assessed for any period of time within a calendar day that the work is not substantially complete beyond 12:01am.

200.03.01 - CONSTRUCTION PHASING REQUIREMENTS

1) Phase 1
    a. The Contractor may fully close W. Center Street from N. 118th St. to N. 116th St.
    b. Full access to the school parking lot must remain open at both existing driveway locations.
    c. Local access must be provided for residents.
2) Phase 2
    a. The Contractor may fully close W. Center Street from N. 116th St. to N. 114th St.
    b. Full access to the school parking lot must remain open at the new driveway location at N. 116th St. The existing driveway at N. 115th St. can be closed.
    c. Local access must be provided for residents.

600.2 – Starting the Work. Add the following new paragraph immediately after Paragraph 4.02.A of the Standard General Conditions:

B. Upon starting the work, the Contractor shall work continuously and make substantial progress each day until the project is complete. Work days are defined as Monday through Friday (excluding adverse weather days and

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holidays). **A sum of $900 for each suitable day on which no substantial work or progress is completed may be deducted from any monies due to the Contractor.** Substantial progress will be determined with the City in discussions with the Contractor.

600.3 Holiday Work Hours. Add the following new paragraph immediately after Paragraph SC-7.03.D of the Supplemental Conditions:

1. Do not perform work on the project during the following holiday periods:

    - Monday, May 25, 2026 for Memorial Day
    - Friday, June 19, 2026 for Juneteenth Day
    - Friday, July 3, 2026 for Independence Day

600.4 – Plans and Specifications

A. A general description of the work along with the locations is contained in the Instructions to Bidders - Section 200. The plans for the construction of this project consist of 63 sheets with the file numbers 15-1091.

600.5 – Utility Coordination

No utility coordination is anticipated.

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SECTION 601

MEASUREMENT AND PAYMENT

The item numbers referred to below correspond to the numerical portion of the number in the proposal. Contractor shall refer to the items below, the plans and the specifications for details of the work included.

Any item required to complete the work within each bid item, even if not listed, is considered incidental to that item. All work and costs to complete the project as shown on the plans are included in the following bid items, even if not listed, and all associated work is considered incidental and by submitting and signing the bid proposal the contractor understands the following is a general list of work associated but is not all inclusive and no payment outside of these items will be considered.

DIVISION C – STORM SEWER

Item C5-12 – Replace Frame and Cover, Ex. Storm Inlets, City Supplied

Description This provision describes replacing existing storm inlet frames and covers, as supplied by the City, at locations as shown on the Contract Drawings and directed by the Engineer.

Materials As specified in Section 610.

Description Replacing existing storm inlet frames and covers shall include all labor, materials, equipment, and tools necessary for the removal and installation of a new storm inlet/catch basin frame and cover, as furnished by the City of Wauwatosa, including but not limited to salvaging of the existing frame and cover to the City of Wauwatosa Department of Public Works.

Measurement The City will measure Replace Frame and Cover, Ex. Storm Inlets, City Supplied by each frame and cover acceptably replaced and salvaged to the City, as confirmed by the Engineer.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
C5-12	Replace Frame and Cover, Ex. Storm Inlets, City Supplied	EA

Frames and covers installed as part of a complete manhole rebuild shall NOT be paid under this item.

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DIVISION D – PAVING

Item D1-02 – Common Excavation

Description This provision describes performing all site grading including removal of existing asphaltic pavement and existing base course to subgrade elevation.

Materials (Vacant)

Construction Construction shall be in accordance with Section 620 for excavation and includes all excavation required to reach subgrade elevation. Removal of unstable and unsuitable materials below subgrade elevation as the engineer directs will be paid for as Excavation below Subgrade.

Measurement The City will measure Common Excavation as a single lump sum unit of work, acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-02	Common Excavation	LS

Common Excavation, as measured above, is full compensation for all site grading (including any necessary filling), protection of utilities and structures, preparation to subgrade, removal and disposal of asphaltic pavements, existing base course materials, and maintaining drainage over subgrade. Removal of Asphaltic Surface Temporary shall be included in the price bid for Common Excavation.

Item D1-04 – Base Aggregate Dense 1 ¼-Inch

Description This provision describes furnishing and placing Base Aggregate Dense 1 ¼-Inch in accordance with Section 620.

Materials Furnish Materials in accordance with Section 620 for Base Aggregate Dense 1 ¼-Inch.

Construction Construct Base Aggregate Dense 1 ¼-Inch in accordance with Section 620.

Measurement The City will measure Base Aggregate Dense 1 ¼-Inch by the ton acceptably completed. The contractor shall provide copies of the Base Aggregate Dense weight receipts to the Engineer at the end of each day. Tonnage shall be calculated by summing all material receipts from each truckload, with unused material from any truck being deducted from the total.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

NOT FOR BIDDING

ITEM CODE	DESCRIPTION	UNIT
D1-04	Base Aggregate Dense 1 ¼-Inch	TON

Base Aggregate Dense 1 ¼-Inch, as measured above, is full compensation for providing material; hauling; and placing to the limits the plans show or as the engineer directs.

Item D1-07 – Excavation below Subgrade

Description This provision describes removal of unsuitable or unstable material below the subgrade as identified by proof rolling at a depth and area determined by the engineer.

Materials (Vacant)

Construction Construction shall be in accordance with Section 620 for excavation and includes all excavation required to remove areas of unstable and unsuitable material below subgrade as identified and directed by the engineer.

Measurement The City will measure Excavation below Subgrade by the cubic yard acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-07	Excavation below Subgrade	CY

Excavation below Subgrade, as measured above, is full compensation for removal, hauling, and disposal of unsuitable or unstable material below subgrade elevation.

Item D1-10 – Asphalt Milling

Description This provision describes milling existing asphalt pavement to the depths shown on the plans and typical sections.

Materials (Vacant)

Construction Remove the existing asphalt pavement by milling at the location and to the depth the plans show. Notify the engineer immediately if the existing asphalt pavement thickness does not match that shown in the plans.

Remove the existing asphalt pavement without incorporating or damaging the underlying material to remain in place. Provide a uniform milled surface that is reasonably plane, free of large scarification marks, and has the grade and transverse slope the plans show or the engineer directs.

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Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material into the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Maintain one lane of traffic during working hours. Unless a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of materials and equipment during none working hours. Grade shoulders adjacent to milled areas by the end of each work day to provide positive drainage of the pavement. Do not allow abrupt longitudinal differences of 2 inches of more between lanes during non-working hours. The engineer may waive one or more of these requirements if the roadway is closed to traffic or if a particular operation does not endanger traffic.

Measurement The City will measure Asphalt Milling by the square yard acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-10	Asphalt Milling	SY

Asphalt Milling, as measured above, is full compensation for milling the existing asphalt pavement, hauling, and disposing of all removed material within the limits the plans show and the engineer directs.

Item D1-15 – Removing Concrete Pavement

Description This provision describes removing and disposing of concrete pavement as shown on the Contract Drawings and directed by the Engineer.

Materials (Vacant)

Construction Remove and dispose of concrete pavement including all surfaces or other pavements superimposed on it.

Measurement The City will measure Removing Concrete Pavement by the square yard acceptably completed. The City will measure the removal of concrete curb and gutter in conjunction with the removal of concrete pavement by the square yard acceptably completed under the removing concrete pavement item.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-15	Removing Concrete Pavement	SY

NOT FOR BIDDING

Removing Concrete Pavement, as measured above, is full compensation for sawcutting, removing, and disposing concrete pavement to the limits the plans show or as the engineer directs.

Item D1-16 – Removing Curb and Gutter

Description This provision describes removing and disposing of concrete curb and gutter as shown on the Contract Drawings and directed by the Engineer.

Materials (Vacant)

Construction Remove and dispose of concrete curb and gutter including all surfaces or other pavements superimposed on it.

Measurement The City will measure Removing Curb and Gutter by the linear foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-16	Removing Curb and Gutter	LF

Removing Curb and Gutter, as measured above, is full compensation for sawcutting, removing, and disposing concrete curb and gutter to the limits the plans show or as the engineer directs.

Item D1-18 – Removing Concrete Sidewalk and Drive Approach

Description This provision describes removing and disposing of concrete sidewalks and drive approaches at locations as shown on the Contract Drawings and directed by the Engineer.

Materials (Vacant)

Construction Remove and dispose of concrete sidewalk and drive approaches to the limits the plans show.

Measurement The City will measure Removing Concrete Sidewalk and Drive Approach by the square foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-18	Removing Concrete Sidewalk and Drive Approach	SF

NOT FOR BIDDING

Removing Concrete Sidewalk and Drive Approach, as measured above, is full compensation for sawcutting, removing, and disposing concrete sidewalk and drive approaches to the limits the plans show or as the engineer directs.

Item D1-19 - Sawcutting

Description This work shall consist of sawcutting through existing pavement or curb and gutter at locations marked in the field or as directed by the Engineer.

Materials and Construction Sawcutting shall be in accordance with Section 620. The cut shall be full depth, and shall run straight and true with the item to be cut.

Wet sawcutting sludge shall be removed from the concrete surface immediately upon completion of each sawcut by methods which minimize the amount of sludge flowing onto or being deposited on existing sidewalks, driveways, and roadway pavement.

Measurement The City will measure Sawcutting by the linear foot and paid for only at the designated locations. Sawcutting required to deepen joints or to correct a slab damaged by the Contractor, which was to remain in place, shall not be a part of this item of work, and will not be measured or paid for.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-19	Sawcutting	LF

Sawcutting, as measured above, is full compensation for labor, tools, equipment, disposal of wet sawcutting sludge, and other incidentals necessary to complete the work.

Item D1-23 – Clearing, Removing Trees

Description This work shall consist of clearing and removing trees at locations marked in the field or as directed by the Engineer.

Materials (Vacant)

Construction Construction shall be in accordance with Section 620 for clearing and removing trees.

Measurement The City will measure Clearing, Removing Trees by the inch diameter and paid for only at the designated locations.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

NOT FOR BIDDING

ITEM CODE	DESCRIPTION	UNIT
D1-23	Clearing, Removing Trees	ID

Clearing, Removing Trees, as measured above, is full compensation for labor, tools, equipment, clearing and removal, and disposal of tree, and other incidentals necessary to complete the work.

Item D1-24 – Fence Removal

Description This work shall consist of removing existing fences at locations marked in the field or as directed by the Engineer.

Materials (Vacant)

Construction Construction shall be in accordance with Section 204 of the State Specs.

Measurement The City will measure Fence Removal by the liner foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D1-24	Fence Removal	LF

Fence Removal, as measured above, is full compensation for labor, tools, equipment, removal and disposal of existing fence, and other incidentals necessary to complete the work.

Item D1-25 – Chain Link Fence Installation

Description This work shall consist of installation of chain link fencing at locations marked in the field or as directed by the Engineer.

Materials Fence material shall be in accordance with Section 616 of the State Specs.

Construction Construction shall be in accordance with Section 616 of the State Specs.

Measurement The City will measure Chain Link Fence Installation by the linear foot installed, acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT

NOT FOR BIDDING

D1-25	Chain Link Fence Installation	LF

Chain Link Fence Installation, as measured above, is full compensation for labor, tools, equipment, materials, and installation of fence, and other incidentals necessary to complete the work.

Item D2-01, D2-05 – Concrete Curb and Gutter

Description This provision describes furnishing: all materials, equipment, tools, labor and incidentals necessary for the construction of concrete curb and gutter at locations as shown on the Contract Drawings and directed by the Engineer.

Materials The grade and class of all concrete used shall conform to Grade A or Grade A-FA of said State Specs so that a minimum compressive strength of 3600 pounds per square inch is developed in 28 days of curing (Grade A2 may be used for sidewalks). Other grades may be used with the approval of the Engineer. The use of a water reducing admixture is subject to Section 501 of the State Specs.

Construction Curb & gutter construction shall conform to Section 601 of the State Specs. The surface of curb and gutter construction shall be finished by troweling and brushing.

Construct Concrete Curb and Gutter in accordance with the construction details shown in the plans.

Honeycombing occurring along the back of the curb and the flange face shall be pointed with mortar (1 part Portland Cement to three parts Fine Aggregate) after removal of the forms. All excess concrete behind the curb shall be removed before backfilling.

Tie new work to existing concrete pavement using tie bars driven or epoxied into the existing concrete.

Measurement The City will measure Concrete Curb and Gutter by the linear foot measured along the flow line acceptably completed. No deduction will be made for inlet grates within the new curb and gutter.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D2-01	19” Concrete Curb and Gutter	LF
D2-05	31” Concrete Curb and Gutter	LF

Concrete Curb and Gutter, as measured above, is full compensation for special construction required at driveways, alleys, and curb ramps; for providing materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for

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sawing joints; and restoring the worksite. All tie bars required for construction of this item shall be incidental.

Item D3-03, D3-07 – Concrete Sidewalk and Driveway

Description This provision describes providing all materials, equipment, tools, labor and incidentals necessary to construct 5" and 7" concrete sidewalk and driveway as shown on the Contract Drawings and directed by the Engineer.

Materials All concrete shall be in accordance with Section 620.

All ¾ dense crushed aggregate must be in accordance with Sections 620.

Construction Construction shall be in accordance with Section 620. The slope across the walk shall be 1.5% unless otherwise directed or shown on the plans. The surface of sidewalk construction shall be finished by troweling and brushing, and sidewalks shall be 5 feet wide unless otherwise noted or directed by the Engineer. Concrete Drive Approach must be constructed on 2 inches of Base Aggregate Dense ¾-Inch. Base Aggregate Dense ¾-inch for sidewalk shall be incidental.

Measurement The City will measure Concrete Sidewalk and Driveway bid items by the square foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D3-03	5" Concrete Sidewalk and Driveway	SF
D3-07	7" Concrete Sidewalk and Driveway	SF

Concrete Sidewalk and Driveway, as measured above, is full compensation for placing, finishing, protecting, and curing concrete.

Item D3-10 – Detectable Warning Field

Description Work under this item includes the installation of Detectable Warning Fields at the curb ramp as shown on the plans.

Materials Furnish cast iron detectable warning fields for curb ramps with a natural patina finish.

Construction Embed detectable warning fields in plastic concrete conforming to manufacturer-recommended procedures. Do not install on hardened concrete.

Measurement The City will measure Detectable Warning Field by the square foot acceptably completed

NOT FOR BIDDING

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D3-10	Detectable Warning Field	SF

Detectable Warning Field, as measured above, is full compensation for providing the Detectable Warning Field with a natural patina finish.

Item D3-15 – Concrete Median Blunt Nose

Description This work shall consist of constructing a concrete median with a blunt nose at locations identified in the plans or as directed by the engineer.

Materials Furnish materials in accordance with Section 620.

Construction Construct in accordance with Section 620 and the plan details.

Measurement The City will measure Concrete Median Blunt Nose by the square foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D3-15	Concrete Median Blunt Nose	SF

Concrete Median Blunt Nose, as measured above, is full compensation for materials, pavement ties, and for placing, finishing, protecting, and curing concrete.

Item D4-21, D4-23 – HMA Pavement

Description This provision describes providing labor and materials in accordance with Section 620 and the State Specs.

Materials Furnish materials in accordance with Section 620 except furnish HMA Pavement meeting the requirements of Section 460 of the State Specs for HMA Pavement.

Construction Construct in accordance with Section 620 for asphalt pavement construction.

Measurement The City will measure HMA Pavement by the ton acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

NOT FOR BIDDING

ITEM CODE	DESCRIPTION	UNIT
D4-21	HMA Pavement 3 MT 58-28 S	TON
D4-23	HMA Pavement 4 MT 58-28 S	TON

HMA Pavement, as measured above, is full compensation for materials, cleaning, sweeping and providing tack coat on previously placed asphalt, and placing asphalt pavement to the lines, grades, and thicknesses shown on the plans.

Item D4-28 – Asphaltic Surface

Description This provision describes providing labor and materials in accordance with Section 620 and the State Specs for asphaltic surface.

Materials Furnish materials in accordance with Section 620 except furnish HMA Pavement meeting the requirements of Section 460 of the State Specs for HMA Pavement.

Construction Construct in accordance with Section 620 for asphalt pavement construction.

Measurement The City will measure Asphaltic Surface by the square yard acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D4-28	Asphaltic Surface	SY

Asphaltic Surface, as measured above, is full compensation for materials, cleaning, sweeping and providing tack coat on previously placed asphalt, and placing asphalt pavement to the lines, grades, and thicknesses shown on the plans, in areas where utility trench work occurred.

Item D5-01 – Erosion Control

Description This provision describes placing and installing all temporary and permanent erosion control and storm water management measures.

Materials Furnish material in accordance with Section 628 of the State Specs.

Construction Construction shall be in accordance with Section 628 of the State Specs.

Measurement The City will measure Erosion Control by the lump sum acceptably completed.

NOT FOR BIDDING

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D5-01	Erosion Control	LS

Erosion Control, as measured above, is full compensation for cost of erosion control implementation plan; furnishing, hauling, and placement of erosion control materials and storm water management materials; cleanup, and all incidental work related to erosion control and storm water management required by local, state, and federal ordinances, statutes, permits, and regulations; not specifically included for payment under any other unit prices.

Item D5-02 – Topsoil and Sod

Description This provision describes furnishing and placing topsoil and sod at the locations the plan shows and the engineer directs.

Materials Furnish topsoil; bluegrass nursery sod; and Type A granular fertilizer.

Construction Cover the grade with 3 inches of topsoil. Before laying sod, a good butt joint shall be provided in all cases. No scraps of any size will be permitted for use. All sod must be fertilized with a Type A granular fertilizer; cost to be included in bid prices. To make a tight match with the undisturbed sod, a sod cutter may be used to line up and square up the trench. Sod must be placed to a butt joint and not wedged off with topsoil or laid on top of existing lawn. Sod shall be properly rolled or tamped in place and kept moist.
Topsoil must be properly placed within 48 hours after form removal. Sod must be properly placed within three (3) weeks after form removal, unless temperatures are consistently over 82°F during that time.
All sod must be watered thoroughly each day for ten (10) consecutive calendar days (excluding Sundays) by the Contractor.

The Contractor must notify the City when watering on site. In extreme heat, the Contractor must continue watering daily until the sod is accepted as being established by the Engineer. If the Contractor chooses to use City of Wauwatosa water, water may be obtained at the City's Public Works facility at 11100 W. Walnut Road, at the Contractor's expense.

On the last day of the 10- day watering period, the Contractor shall provide written notice to each private property where watering has been completed stating that further watering is the responsibility of the property owner.

Measurement The City will measure Topsoil and Sod by the square foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

NOT FOR BIDDING

ITEM CODE	DESCRIPTION	UNIT
D5-02	Topsoil and Sod	SF

Top Soil and Sod, as measured above, is full compensation for furnishing and placing earth fill, topsoil, blue grass nursery sod, and Type-A fertilizer; and watering for 10 days.

Item D5-92 – Topsoil and Hydroseeding

Description This provision describes furnishing and placing topsoil and hydroseed, including seed mix, mulch, fertilizer, and water at the locations the plan shows and the engineer directs.

Materials Furnish topsoil and hydroseed.

Construction Construction shall be in accordance with Section 630 of the State Specs.

Measurement The City will measure Topsoil and Hydroseeding by the square foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D5-92	Topsoil and Hydroseeding	SF

Top Soil and Hydroseeding, as measured above, is full compensation for furnishing and placing earth fill, topsoil, and hydroseed.

Item D6-01 – Traffic Control

Description Installation and maintenance of traffic control components for diversion of traffic around the work site.

Materials and Construction Traffic control shall include all traffic control plan preparation, labor, material and equipment necessary for furnishing, maintaining and removing all approved traffic control devices. It shall include placing signs, barricades, and all other items required by the traffic control plan, any necessary covering and uncovering of signs, and removal of all items when traffic control is no longer necessary.

Measurement Traffic control will be measured lump sum for labor and materials.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

NOT FOR BIDDING

ITEM CODE	DESCRIPTION	UNIT
D6-01	Traffic Control	LS

Traffic control shall be paid for at 50 percent for maintaining traffic control, and 50 percent for the removal of equipment as determined by the City of Wauwatosa.

Item D6-11 – New Sign Post

Description This provision describes the installation of new sign posts with anchors at the locations as shown on the Contract Drawings and as directed by the Engineer.

Materials Sign posts shall be 2” (2-3/8” O.D) x 10’ Schedule 40 Aluminum extruded post, mill finish, plain end.

Anchor shall be Tapco V-Loc Steel Breakaway post or approved equal.

Construction The Contractor will be required to install the post anchors flush with the surface.

Measurement The sign post and anchor shall be paid per each installed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-11	New Sign Post	EA

Sign posts shall be paid for at the unit price per each installed, as measured by the Engineer.

Item D6-12 – Sign Removal, Relocation, and Installation

Description This provision describes the removal of existing signs within the work zone, delivery to the Public Works Yard for storage and the reinstallation of signs prior to completion of the project.

Materials All hardware to reinstall signs to poles and light poles shall be furnished by the Contractor. Hardware to reinstall signs shall be provided by Tapco or approved equal.

Z-Brackets: Tapco 037-00005
Top Brackets: Tapco 037-00224
Universal Cross Brackets: Tapco 037-00226
Adjustable Cross Brackets: Tapco
Band Clips: Tapco 038-00007
Band Brackets with bolts: Tapco 035-00010

Construction (Vacant)

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Measurement The City will measure Sign Removal, Relocation, and Installation for each sign relocated or removed. Signs damaged by the Contractor at any time during this process shall be replaced at the expense of the Contractor. The cost of replacement signs made by City of Wauwatosa Department of Public Works shall be deducted from monies owed to the Contractor.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-12	Sign Removal, Relocation, and Installation	EA

Sign Removal, Relocation, and Installation, as measured above, is full compensation for removing, storing, transporting, and relocation of signs.

Item D6-13 – Signs, Type II Reflective

Description This work shall consist of suppling all the hardware, brackets and incidentals necessary to install new signs at locations shown on the plans and as directed by the Engineer.

Materials Furnish material in accordance with Section 637 of the State Specs. Signs should be Yellow in color unless noted otherwise on the plans.

Construction Construct in accordance with Section 637 of the State Specs.

Measurement The City will measure Signs, Type II Reflective per each sign acceptably furnished and installed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-13	Signs, Type II Reflective	EA

Signs, Type II Reflective, as measured above, is full compensation for furnishing materials and installing the signs.

Item D6-36 – Water Blasting

Description This provision describes removing markings by water blasting.

Materials NA

Construction Remove in accordance with Section 646 of the State Specs for water blasting and the construction details.

NOT FOR BIDDING

Measurement The City will measure Water Blasting by the linear foot acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-36	Water Blasting	LF

Water Blasting as measured above is full compensation for removing the markings.

Item D6-40 – Surface Prep

Description This provision describes preparing the surface for placement of new pavement markings on existing pavement to create a better bond for the new pavement marking material.
Materials NA

Construction Surface preparation for pavement markings placed on existing pavement includes thoroughly cleaning the existing pavement by removing loose debris, dirt, grease, oil, tire marks, vegetation, and any existing pavement markings. It also includes roughing the surface of the existing pavement to create a better bond for the new pavement marking material. Acceptable methods include sweeping, air blasting, water blasting, grinding, or milling, ensuring the surface is clean, free of contaminants and roughed before applying new markings.

Removal methods shall be done in accordance with Section 646 of the State Specs for pavement markings.

Measurement The City will measure Surface Prep bid item by the linear foot of line acceptably prepared.
Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-40	Surface Prep	LF

Surface Prep bid item as measured above is full compensation for preparing the surface for pavement markings.

Item D6-130, D6-136, D6-140 – Marking Line Epoxy

Description This provision describes furnishing materials and installing solid epoxy pavement marking lines.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

NOT FOR BIDDING

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Line Epoxy bid item by the linear foot of line acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-130	Marking Line Epoxy 4-Inch Solid	LF
D6-136	Marking Line Epoxy 8-Inch	LF
D6-140	Marking Line Epoxy 12-Inch	LF
D6-140	Marking Diagonal Line Epoxy 12-Inch	LF

Marking Line Epoxy bid item as measured above is full compensation for furnishing materials and placing the markings.

Item D6-142 – Marking Stop Line Epoxy 18-Inch

Description This provision describes furnishing materials and installing 18-inch epoxy stop line markings.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Stop Line Epoxy 18-Inch by the linear foot of line acceptably completed.
Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-142	Marking Stop Line Epoxy 18-Inch	LF

Marking Stop Line Epoxy 18-Inch as measured above is full compensation for furnishing materials and placing the markings.

Item D6-146 – Marking Crosswalk Block Style Epoxy 24-Inch

Description This provision describes furnishing materials and installing epoxy crosswalk block markings.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

NOT FOR BIDDING

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Crosswalk Block Style Epoxy 24-Inch by linear foot of line acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-146	Marking Crosswalk Block Style Epoxy 24-Inch	LF

Marking Crosswalk Block Style Epoxy 24-Inch as measured above is full compensation for furnishing materials and placing the markings.

Item D6-148 – Marking Arrow Epoxy

Description This provision describes furnishing materials and installing epoxy arrow symbol markings.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Arrow Epoxy by each symbol marking acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-148	Marking Arrow Epoxy	EA

Marking Arrow Epoxy as measured above is full compensation for furnishing materials and placing the symbol markings.

Item D6-152 – Marking Symbol Epoxy

Description This provision describes furnishing materials and installing epoxy symbol markings. Symbols most commonly used in the City of Wauwatosa are Bike Symbol with Arrow; Bike Sharrow; Transition Table Symbol but any MUTCD approved Marking Symbol would be paid under this item.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

NOT FOR BIDDING

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Symbol Epoxy by each symbol marking acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-152	Marking Symbol Epoxy	EA

Marking Symbol Epoxy as measured above is full compensation for furnishing materials and placing the symbol markings.

Item D6-160 – Marking Island Nose Epoxy

Description This provision describes furnishing materials and installing island nose epoxy markings.

Materials Furnish Materials conforming to Section 625 of the Contract Documents for epoxy pavement markings.

Construction Construct in accordance with Section 625 of the Contract Documents for epoxy pavement markings and the construction details.

Measurement The City will measure Marking Island Nose Epoxy by each marking acceptably completed.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D6-160	Marking Island Nose Epoxy	EA

Marking Island Nose Epoxy as measured above is full compensation for furnishing materials and placing the markings.

Item D7-01 – Adjusting Water Valve

Description This provision describes adjusting existing water valves to match new and replacement pavement and sidewalk.

Materials (Vacant)

Construction (Vacant)

NOT FOR BIDDING

Measurement The City will measure Adjusting Water Valve by each valve acceptably adjusted.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D7-01	Adjusting Water Valve	EA

Adjusting Water Valve, as measured above, is full compensation for all labor, tools, and materials required for the adjustment of existing water valve boxes to match new and replacement pavement and sidewalk.

Item D7-02 – Adjusting Inlet/Catch Basin

Description This provision describes adjusting existing inlets/catch basins to match new and replacement pavement and sidewalk.

Materials (Vacant)

Construction (Vacant)

Measurement The City will measure Adjusting Inlet/Catch Basin by each structure acceptably adjusted.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D7-02	Adjusting Inlet/Catch Basin	EA

Adjusting Inlet/Catch Basin, as measured above, is full compensation for all labor, tools, and materials required for the removal of existing frame and grate, adjustment rings, cleaning and surface preparation of the structure, and the furnishing and installing, including mortar, of adjustment rings for chimney rehabilitation of structure frames to the proper grade and slope as shown on the Contract Drawings or as directed by the Engineer.

Item D7-03 – Adjusting Storm Manhole

Description This provision describes adjusting existing storm manholes to match new and replacement pavement and sidewalk.

Materials (Vacant)

Construction (Vacant)

NOT FOR BIDDING

Measurement The City will measure Adjusting Storm Manhole by each structure acceptably adjusted.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D7-03	Adjusting Storm Manhole	EA

Adjusting Storm Manhole, as measured above, is full compensation for all labor, tools, and materials required for the removal of existing frame and cover, adjustment rings, cleaning and surface preparation of the structure, and the furnishing and installing, including mortar, of adjustment rings for chimney rehabilitation of structure frames to the proper grade and slope as shown on the Contract Drawings or as directed by the Engineer.

Item D7-04 – Adjusting Sanitary Manhole

Description This provision describes adjusting existing sanitary manholes to match new and replacement pavement and sidewalk.

Materials (Vacant)

Construction (Vacant)

Measurement The City will measure Adjusting Sanitary Manhole by each structure acceptably adjusted.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM CODE	DESCRIPTION	UNIT
D7-04	Adjusting Sanitary Manhole	EA

Adjusting Sanitary Manhole, as measured above, is full compensation for all labor, tools, and materials required for the removal of existing frame and cover, adjustment rings, cleaning and surface preparation of the structure, and the furnishing and installing, including mortar, of adjustment rings for chimney rehabilitation of structure frames to the proper grade and slope as shown on the Contract Drawings or as directed by the Engineer.

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SECTION 605 – GENERAL PROVISIONS FOR CONSTRUCTION

SECTION 605.1 - GENERAL CONDITIONS

605.1.01 - PLANS AND SPECIFICATIONS

All work performed and all materials supplied under this contract shall be in strict compliance with the Contract Documents including plans and specifications and to all other specifications, codes, and ordinances referred to or established by law. The following Specifications are made a part of these Standard Specifications:

A. The "Standard Specifications for Sewer & Water Construction in Wisconsin" Sixth Edition, December 22, 2003, and any addenda where applicable to sewer and water construction, hereinafter called "Standard Specs."

B. The current edition with supplements of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, hereinafter called "State Specs," excluding Bid Items and Part 7 – Quality Management Program. The "current edition" shall include all projects approved for bidding by the Wauwatosa Board of Public Works on or after November 1st of the preceeding year of the edition year. ie - The 2023 Edition would be effective for projects approved from November 1st, 2022 to Oct. 31st, 2023.

In general, all sewer, water, paving, or other construction work in the City of Wauwatosa shall be in accordance with the "Standard Specs", these "City Specs" as they modify and amend the "Standard Specs", "State Specs", and any Contract Special provisions and the terms of the Contract. The Contractor shall also refer to special notes on each sheet of the plans and shall arrange and conduct the work so as to conform to the requirements thereon. These notes shall be an integral and binding part of the specifications.

Copies of the aforementioned Standard Specs are on file at the Engineering Department of the City of Wauwatosa for use and reference on the premises by prospective bidders. An electronic copy of the State Specs can be downloaded from WisDOTs website at the following web address:

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/ss-archive.aspx

605.1.02 - PERMITS AND FEES

The Contractor shall obtain all necessary permits except as noted below. The cost of any permits or fees shall be included in the Contractor's base bid and contract price except where otherwise noted. The amounts for permits and fees are subject to change.

The occupancy permit fee will be waived for this Contract.

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There will be ***no*** permit fee for water services or sewer laterals installed or altered. A properly licensed plumber or utility contractor shall do this work, and the Wauwatosa Plumbing Department has authorized the City's Public Works Inspectors to make detailed inspections of any and all portions of work or materials relating to any sewer lateral or water service work. The City's Plumbing Inspector may make verification inspections from time to time.

The Contractor will not be billed by the City for inspection time charged to this project by the Engineering Division except as specified in the Standard Specs on Page 1-49, Subsection 1.10.5: Contractor to be charged for inspection after time allowed for completion has expired.

If L.P. Gas is used in a construction shanty, a permit must be obtained from the Fire Department at the Contractor's expense.

A. USE OF CITY WATER

Water is only available from select hydrants as identified by the City of Wauwatosa Water Department.

The Contractor shall secure permission from the Water Department, obtain all necessary permits, pay any fees **at their own expense**, and notify the Engineer and Fire Department before obtaining water from fire hydrants. The Contractor shall make their own arrangements and pay all costs for water, connecting to hydrants, and transporting the water to the construction work. The water department will bill the Contractor based on the actual metered amount of water used. The contractor shall not use a hydrant without a hydrant meter in place. Use of a hydrant without a meter will result in the contractor being charged a $50 fee per use in addition to being charged for the water to fill the water tank to full capacity with the costs to be deducted from monies due the Contractor.

Upon payment of the fees, the City will furnish one hydrant meter setting with vacuum breaker, backwater valve, and control valve. The Contractor shall be responsible for the meter setting and valves at each location water is drawn. By using the meter setting, cross connections to and contamination of the City's water supply is minimized.

Hoses from hydrants shall not extend across roadways which are open to traffic, unless they are properly protected from any wheel loads. Water main breaks caused by pressure surges introduced into the system from wheel loads or improper use of hydrants shall be repaired at the expense of the Contractor.

The Contractor shall use only special hydrant-operating wrenches to open hydrants. Hydrant valves must be opened "full" since "cracking" the valve causes damage to the hydrant. If any hydrants are damaged, the Contractor will be held responsible and shall notify the appropriate agency and the Engineer so that all damage can be repaired as quickly as possible. Upon completion of the work, the Contractor shall remove all temporary piping and facilities.

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Fire hydrants shall be completely accessible to the Fire Department at all times. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules, or regulations, or within 10 feet of a fire hydrant in the absence of such ordinances, rules, or regulations.

605.1.03 - COOPERATION BY CONTRACTOR

A. TRAFFIC

Prior to the preconstruction meeting, the Contractor may be requested by the City to submit to the Engineer, for approval, a written schedule of operations and proposed construction sequencing and staging.

The Contractor shall start work by making the proper notifications as specified, and by placing the necessary detour signs, barricades, warning lights, and warning and information signs to provide for the safety and convenience of the public. Strict adherence to the Manual on Uniform Traffic Control Devices (MUTCD) and Wisconsin MUTCD Supplement is required. Control of arterial traffic shall be in conformance with Section 643 of the current State Specs.

The street shall be kept open to all traffic, and the Contractor shall keep the portions of the street being used by public traffic in such condition that traffic will be reasonably and adequately accommodated, unless otherwise noted. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings, and intersections with roads and necessary driveways. **The Contractor shall bear all of the expense** of maintaining traffic over the section of street undergoing improvement and the construction and maintenance of such approaches, crossings, intersections, and other features as may be necessary without direct compensation except as to those features of such work which are a part of planned, completed construction work.

During the life of the project the Contractor, at all locations, shall provide means satisfactory to the Engineer for crossings for the traffic on intersecting streets in a manner which will not interrupt the flow of such traffic or be harmful to the improvement, unless otherwise noted.

During a suspension of work under the terms of the contract or authorized by the Engineer due to unfavorable weather or other conditions which are not the fault of the Contractor, and which make such suspension advisable, the Contractor shall make passable and shall open to traffic such portions of the street under improvement and such temporary roadways or portions thereof as may be agreed upon between the Contractor and Engineer for temporary accommodation of necessary traffic during the period of suspension. During the period of suspension, the surface maintenance of the traveled way of the temporary route or line of travel agreed upon shall be **at the expense of the Contractor**. When work is resumed, the Contractor shall replace or renew any work or material lost or damaged because of such temporary use of the roadway under improvement. The Contractor shall remove, when required, work or material used in the temporary maintenance

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thereof, and shall complete the improvements in every respect as though its prosecution had been continuous and without interference, except as may otherwise have been agreed upon by the Contractor and Engineer at the time arrangements were made for the temporary accommodation of necessary traffic during the anticipated period of suspension.

1. PAYMENT

   If there is a separate bid item for Traffic Control, the lump sum price shall be payment in full for all work specified. **If the contract does not include a separate bid item for Traffic Control, then the work required shall be considered as incidental to the contract.**

2. MATERIALS

   The Contractor shall furnish, install, and maintain during construction all standard construction signing, barricade(s), barricade lights, and delineation necessary to protect the public traveling in and around the project. Signs shall have reflective backgrounds. Barricades and drums left in place to delineate the traveled way through and around obstructions shall have steady burning lighting affixed to each barricade or drum during darkness. All other barricades shall have flashing warning lights.

3. TRENCH RESTORATION

   The Contractor shall replace the pavement in the trench areas, with the specified material, as soon as possible so traffic can utilize the entire width of the roadway, unless otherwise noted. The Contractor shall place a sufficient number of barricades to provide for adequate tapers into and around the sanitary sewer, storm sewer, or water main construction sites.

4. PEDESTRIANS

   The Contractor shall make a special effort to accommodate ADA pedestrian traffic in and through the project, particularly by the required replacement of public sidewalk prior to other work, **at their own expense**. Sidewalks not usable shall be barricaded and clearly signed to indicate that the walk is closed per Part 6 of the MUTCD and Wisconsin MUTCD Supplement, and temporary pathways and/or detours shall also be clearly marked and/or signed in this manner. Where removal of sidewalk keystones (and adjacent stones) are specified at intersections, the new curb radius must be in place prior to such removal. However, if the Contractor elects to remove the walks earlier, the Contractor must provide temporary crushed aggregate to grade in their place. Temporary bridges for pedestrians shall be provided as required by the plans or special provisions or as ordered by the Engineer over new pavement, sidewalks, trenches, street intersections, and any other locations as determined by the Engineer. **This work shall be incidental to the contract**.

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B. NOISE AND DUST CONTROL

The Contractor shall so conduct all their operations that they will cause the least annoyance to the residents in the vicinity of the work, and shall comply with all applicable local ordinances, **at the Contractor's own expense**. The compressors, hoists, and other apparatus shall be equipped with such mechanical devices as may be necessary to minimize noise and dust. Compressors shall be equipped with silencers on intake lines.

All gasoline or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Storage bins and hoppers shall be lined with material that will deaden the sounds. The operation of dumping rock and of carrying rock away in trucks shall be so conducted as to cause a minimum of noise and dust.

Vehicles carrying rock, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public and shall not be operated on public streets between the hours of 9 p.m. and 7 a.m., or on Saturdays, Sundays, or legal holidays unless approved by the Engineer.

All unpaved streets, roads, detours, or haul roads used in the construction area shall be given an approved dust-preventive treatment or periodically watered to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced. **Any application of dust palliative shall be incidental to the contract unless otherwise stated as a separate base bid item.**

C. NOTICE TO UTILITIES

The Contractor shall give notice in writing to all utilities (such as the gas, electric, telephone, transport company, and all other utilities) that may be affected by the Contractor's operations at least 3 working days before starting work.

The Contractor shall contact all private utilities, through Diggers Hotline, for necessary location or relocation of facilities including, but not limited to, poles, wires, and underground services.

Where performing trenchless work operations, the Contractor should expose ("day-light") all known utility crossings to verify the location of underground utilities prior to conducting work operations. The Contractor shall expose **ALL** City facilities, to include public/private sewer & water laterals within the right-of-way. City facilities shall be exposed to 1' below the facility to allow for visual inspect the bore head crossing to ensure no damage has been cone. The Engineer may allow the Contractor to perform pre & post televising on sewer mains and laterals in lieu of daylighting these facilities.

The Contractor shall also contact the Wauwatosa Fire and Police Departments when closing a street to all but municipal access. The Contractor shall also be responsible for notifying residents as necessary in regard to the work or the work of subcontractors. Adjustments to MMSD facilities require 72 hour notice to MMSD.

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The Contractor shall not hinder or interfere with any person in the protection of such work, or with the operation of buses, at any time, except with the written permission of the Engineer. The Contractor must obtain all necessary information in regard to existing utilities and shall protect such utilities from injury and shall avoid unnecessary exposure so that they will not cause injury to the public. The cost of making repairs in case of any damage whatsoever shall be borne by the Contractor. The Contractor shall also give 3 working days of notice to the following City of Wauwatosa departments and other affected organizations:

1. Traffic & Electrical Supervisor
   Randy Michelz
   414-471-8429

2. Engineering Division
   7725 W. North Avenue
   Construction Inspection & Survey Engineer
   Nick Deming
   414-479-3541

3. Fire Department
   1643 Underwood Ave.
   911 (Emergencies)
   414-471-8490 (Non-emergencies)

4. Police Department
   1700 N. 116th St.
   911 (Emergencies)
   414-471-8430 (Non-emergencies)

5. Water Department
   Water Department Supervisor
   Adam Florin
   414-471-8480 ex: 5915

6. Street and Sewer Department
   414-471-8422

7. Forestry Section
   Urban Forestry & Grounds Superintendent
   Alex Krutch
   c. 414-975-0635

8. Milwaukee Metropolitan Sewerage Commission
   District Construction Services
   260 W. Seeboth Street
   414-225-2241

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9. Digger's Hotline
   800-242-8511 (811)

10. Milwaukee County Transit Company
    David Locher
    1942 N. 17th Street
    Milwaukee, WI 53205
    414-343-1727

D. GRAFFITI

The Contractor shall not allow graffiti to remain on any vehicle, equipment, barricade, materials or structures owned, rented, installed, or constructed by the Contractor. The Contractor shall remove graffiti within 48 hours of discovery **at their own expense.** Failure to remove graffiti within 48 hours may result in the City removing the graffiti at the Contractor's expense. These costs shall be deducted from monies owed to the Contractor.

E. SNOW REMOVAL

Provide for snow removal in those areas closed to traffic and outside of the traveled way as required to facilitate safe construction operations and provide access to residents. Proper drainage and erosion control shall be maintained in order to minimize runoff across lanes open to travel. The City of Wauwatosa or other Authority Having Jurisdiction (AHJ) shall be responsible for maintaining travel lanes fully open to traffic and sidewalks that remain open to traffic or as otherwise defined by city ordinances. The Contractor shall be responsible to clear snow from closed travel lanes (including travel lanes closed to through traffic) and sidewalks to the satisfaction of the City Engineer prior to opening closed lanes and sidewalks to traffic. The contractor shall maintain any and all traffic control for closed lanes and sidewalks that may be impacted by the snow removal operations of the City of Wauwatosa or other AHJ. This work shall be considered incidental to the contract.

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605.1.04 - SCOPE OF WORK

A. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions – particularly those bearing upon the availability of transportation, disposal, handling, and storage of materials, and those bearing upon vehicular access to commercial, industrial, and residential properties – the availability of labor, water, electric power, and roads, uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that they have satisfied themselves as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site, as well as from information presented herein as a part of these Contract Documents. Any failure by the Contractor to acquaint themselves with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner or the Engineer.

B. FIELD RELOCATION

During the progress of the work, minor relocation of the work may be necessary. Such relocation shall be made only with the agreement of the Engineer. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures, or to have the affected utility altered by others. The Contractor shall proceed to work on other portions of the project during the delay. No additional compensation will be given for such delays. If the Contractor proceeds with the work despite this interference, they shall be responsible for any damage that may occur.

605.1.05 - PROTECTION OF WORK

A. ACCESS FOR EMERGENCY, PUBLIC TRANSPORTATION AND POSTAL VEHICLES

Notify the fire department, police department, and applicable public and school transportation companies at least 3 working days before closing any street or portion thereof. No closing shall be made without appropriate concurrence of aforementioned departments. Notify said departments when the streets are again passable for emergency vehicles. Maintain vehicle access to consecutive arterial crossings or dead end streets in excess of 300 linear feet, unless special written permission has been obtained from the Fire and Police departments.

The Contractor shall provide a 24 hour emergency telephone number or numbers with the Fire and Police departments so that contact may be made easily at all times in case of barricade or flare trouble or other emergencies.

The Contractor shall develop a written plan for the storage of vehicles and materials at the construction site. This plan shall be submitted to the Engineer for approval prior to starting construction. **If the Contractor wishes to use any property outside the City right-of-way, they must provide written approval from the property owner to the City.**

Maintain postal service facilities in accordance with the requirements of the US Postal Service.

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605.1.06 - LEGAL RELATIONS

A. GENERAL

1. SAFETY

The Contractor shall be solely and completely responsible, at their expense, for conditions at the job site, including safety of all persons (including employees) and property during execution of the work. This requirement shall apply continuously and not be limited to normal working hours. Project safety provisions shall conform to US Department of Labor (OSHA) requirements, the Wisconsin Occupational Safety and Health Act, and all other applicable laws including those which may be specified in other parts of these Contract Documents, and shall in any event comply with the common law standards of due care. Where any of these are in conflict, the more stringent shall apply. The Contractor's failure to thoroughly familiarize themselves with these safety provisions shall not relieve the Contractor of responsibility.

2. CONSTRUCTION SAFETY PROGRAM

The Contractor shall develop, and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement, as a minimum, all required safety provisions. The Contractor's Superintendent shall be qualified and experienced in construction safety and shall be at the work site and be authorized to supervise and enforce compliance with the safety program. A written outline of the Contractor's safety program may be required prior to commencing any operations, for record purposes only.

3. SAFETY EQUIPMENT

The Contractor shall maintain at the job site safety equipment applicable to the work as prescribed by the governing safety authorities, including all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site. The Contractor shall do all work necessary to protect the general public from hazards including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalks or walkways, and trenches or excavations in roadways.

Barricades, lanterns, and proper signs shall be furnished by the Contractor and placed as necessary to insure safety to the public and the work at their own expense.

4. COMPLAINTS

All complaints received by the Contractor shall be reported to the Engineer no later than the working day following receipt thereof. Such reports shall include the name, address, date, time received, date and time of action complained about,

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and a brief description of the alleged damages or other circumstances upon which the complaint is predicated.

Each complaint shall be assigned a separate number and all complaints shall be numbered consecutively in order of receipt. In the event more than one complaint is received from the same complainant, each later complaint shall show all previous complaint numbers registered by the same complainant. In addition, a summary report shall be made to the Engineer each month which shall indicate the date, time, and name of the person investigating the complaint, and the amount of damages claimed (or estimate thereof), including the amount of settlement, if any.

When settlement of a claim is made, the claimant shall furnish the Engineer with a copy of the release of claim. The Owner shall be notified immediately, throughout the statutory period of liability, of any formal claims or demands made by attorneys on behalf of claimants, of the serving of any notice, summons, subpoena, or other legal documents incidental to litigation, and for any out-of-court settlement or court verdicts resulting from litigation.

5. NOTICE OF WORK

The Contractor shall provide written notice to the Engineer at least 5 days prior to the start of actual construction. If requested by the City, the Contractor shall provide written notice of work to affected property owners and residents adjacent to the construction at least 3 days prior to the start of actual construction to such properties.

The Contractor shall develop a written plan for the storage of vehicles and materials at the construction site. This plan shall be submitted to the Engineer for approval prior to starting construction. **If the Contractor wishes to use any property outside the City right-of-way, they must provide written approval from the property owner to the City.**

6. TRAFFIC SAFETY AND ACCESS TO PROPERTY

Comply with all laws regarding closing or restricting the use of public streets or highways. No public or private road shall be closed except by express written permission of the Engiener. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing signs, barricades, and lights where necessary for the safety of the public.

Signs, barricades, lights, and other traffic control devices shall conform to the requirements of the State of Wisconsin Manual of Uniform Traffic Control Devices (MUTCD).

The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be

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provided for in an adequate and satisfactory manner. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. Pedestrian access to properties adjacent to the work shall be provided for at all times. **This work shall be incidental to the contract unless otherwise stated as a bid item.**

Where traffic will pass over backfilled areas before they are permanently paved, and where, in the opinion of the Engineer, the final pavement replacement has not followed in a timely fashion, the top of the area shall be maintained with temporary bituminous surfacing that will allow normal vehicular traffic to pass over. **This shall be done at no additional cost to the City**. This does not apply to sections where no surface replacement is called for under this contract. If the Engineer orders this type of restoration for such sections that do not call for surface replacement, the Contractor shall be paid at the amount specified under the temporary asphalt item included in the contract. If a temporary asphalt item is not included within the contract, the Engineer will pay the amount in the Schedule of Fixed Extras.

Temporary access driveways must be provided where required. The Contractor shall maintain access to driveways by use of steel plates, compacted gravel, and/or temporary asphalt when practicable. **This work shall be incidental to the contract unless otherwise stated as a bid item.**

Cleanup operations shall follow immediately behind backfilling and the work site shall be kept in an orderly condition at all times. The Contractor shall immediately clean up accidental spills of any type of material that may be a hazard to safe movement of vehicular traffic. Where the type and amount of spilled material creates a hazard, the Contractor shall immediately post flag persons, initiate cleanup, and advise the Engineer of the spill.

Flag persons shall follow MUTCD requirements and have the proper safety equipment and apparel, per MUTCD and OSHA recommendations.

B. FIRE PREVENTION AND PROTECTION

The Contractor shall execute all work in a fire-safe manner. The Contractor shall supply and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable fire prevention laws. Where these laws do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

605.1.07 - PROSECUTION AND PROGRESS

The work shall be performed at such time and in or on such parts of the project and with such forces, materials, and equipment to prevent any delay to the completion of the project within the time limits stated in the Contract, and in conformance with the Overall Construction Schedule specified herein.

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The contractor may petition the Board of Public Works for approval of night work (7 p.m. to 7 a.m.) or Sunday work. The Board generally meets the 1st and 3rd Monday of every month. A request for approval of night or Sunday work must be made on a Board of Public Works Application and received by the appropriate City staff by deadlines indicated on the application form. No fees will be assessed to the Contractor for a request to the Board of Public Works to perform night work or Sunday work. The Contractor shall comply with all applicable requirements of the Owner. Please send an electronic copy of the completed application to BoPW to ndeming@wauwatosa.net and jhenderson@wauwatosa.net by the deadlines listed on the form in addition to any recipients required on the application form.

The Contractor may, with written permission of the Engineer and acquisition of all necessary permits, **and at the contractor's expense**, work outside regular hours of 7 a.m. to 7 p.m., Monday through Friday (City holidays are not considered part of this regular working week). A written request shall be made to the Engineer and allow 7 calendar days for satisfactory arrangements to be made to inspect the work in progress which occurs between 7 p.m. and 7 a.m. or Sundays, and allow 3 regular working days for satisfactory arrangements to be made to inspect the work in progress which occurs on 7 a.m. to 7 p.m. on Saturdays.

The Contractor shall not be allowed to perform work on City holidays without written permission from the Engineer.

If the Contractor schedules work outside regular hours and days which requires an inspector, and does not arrive on site within one hour of the scheduled time on the scheduled day, excluding inclement weather conditions, the Contractor shall be charged a fee of $300 to the City, to be deducted from monies owed to the Contractor. The scheduled day shall count as a working day towards the completion of the project deadline regardless of whether the Contractor works. If the Contractor needs to cancel the work scheduled outside regular hours and days, they must contact the City Engineering Department or the inspector who is scheduled to be on site at least 24 hours in advance of the scheduled time and date.

A. PRECONSTRUCTION CONFERENCE REQUIREMENTS

A preconstruction conference shall be held after the time of the Contract award and before the notice to proceed to discuss the responsibility of each party in the project and to clarify any questions. Required attendance shall include representatives of all contractors, including the superintendents designated for the project, resident engineer in charge of inspection and their principal staff, and representatives of the municipality or governing authority. A representative of the resident inspection staff shall preside over the conference.

The Contractor shall submit to the Engineer for approval a schedule of operations and proposed construction sequencing and staging, as described in section C below. The Engineer may waive this requirement for the convenience of the City. This schedule will be used to check and control the progress of the work.

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A suggested format for the preconstruction conference would include but not be limited to the following subjects:

1. Presentation of a proposed *Overall Construction Schedule* by the General Construction Contractor.
2. Presentation of *Traffic Control Plan* by the Contractor.
3. Review of *Erosion Control Plan*.
4. Check off required bonds and insurance certifications prior to notice to proceed.
5. Shop drawing submittal and approval procedure.
6. Chain of command, direction of correspondence, and coordinating responsibility between contractors.
7. Request for a weekly job meeting for all involved.
8. Laboratory testing of materials requirements.
9. Inventory of material stored on site provisions.
10. Progress estimate and payment procedure.

B. PRECONSTRUCTION SURVEY

After the Contract is awarded and before starting the work, the Contractor shall make a thorough examination, and should photograph, in color, if the Contractor feels it is warranted, all existing buildings, structures, and other improvements which are within 100 feet of the work and/or which might be damaged by the Contractor's operations. The examination may be made jointly by the Contractor, the Engineer, and the property owner. The scope of the examination and photographs taken shall include cracks in structures, settlement, leakage, and similar conditions.

The above records and photographs are intended for use as evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of property owners, the Contractor, and the Owner. The records will provide a means of determining whether, and to what extent, damage may have occurred as a result of the Contractor's operation. The City intends to videotape the condition of the roadways and the areas surrounding the project sites when possible.

C. OVERALL CONSTRUCTION SCHEDULE

The Contractor shall prepare and submit to the Engineer within 10 working days after the awarding of the Contract their Overall Construction Schedule. The Overall Schedule shall be comprised of preparatory and construction operations covering all work to be done in connection with the Contract.

Failure to submit the Overall Schedule or subsequent updates of the Schedule shall be considered cause for withholding any partial payments due or that may become due under the Contract.

NOT FOR BIDDING

Therefore, it is imperative that the Contractor adheres to the completion dates listed in the Official Notice and Instructions to Bidders. If after the award of any paving contracts it is determined that a change in sequence would be mutually beneficial to all parties involved, the Engineer shall issue a Contract Modification. However, this modification will not alter the final completion date unless otherwise agreed upon and noted in the Contract Modification.

The Overall Schedule shall meet the following minimum requirements:

1. Include activities that describe essential features of the work and activities that might potentially delay contract completion. Identify activities that are controlling items of work. Procurement of long lead time items shall be included as tasks within the schedule but can exceed the 15 working day duration limit noted below. Build in the specified amount of severe weather days as specified in the contract.
2. Identify the contemplated start and completion dates for each activity. Provide a duration, ranging from one to 15 working days, for each activity. Break longer activities into 2 or more activities distinguished by the addition of a location or some other description.
3. For contracts with 15 activies or less or 8 weeks or less in duration, specify the sequencing of all activities. For contracts with more than 15 activities or longer than 8 weeks in duration, provide a logic diagram that shows the sequence of activities and the scheduling interrelationships among activities. Alternatively, the contractor may identify the activity interrelationships in a tabular listing. Ensure all activity interrelationships are finish to start relationships with no leads or lags. Use only contractual constraints in the schedule logic. The engineer may accept requested exceptions.
4. Provide on or with the schedule the following information:
    a. Work days per week
    b. Number of shifts per day
    c. Number of hours per shift
5. Show completing the work within interim completion dates and the specified contract time or completion date.
6. Provide the engineer with a pdf copy of the information required in items 3 and 4.

Handwritten schedules are NOT acceptable. It is recommended that the contractor include third-party activities related to the contract within the schedule if third-party work is anticipated to occur within coordination of the project.

As the work progresses, the Engineer may request an update to the original progress schedule for reasons including but not limited to the following:

1. The project completion or interim completion targets are delayed 14 calendar days or more for portions of work governed by calendar days or 10 working days or more for portions of work governed by working days.
2. The progress of the work differs significantly from the original progress schedule.

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3. A contract change order requires the addition, deletion, or revision of activities that causees a change in the contractor's work sequence or the method and manner of performing the work.

The Overall Schedule shall be incidental to the contract.

605.1.08 - MAILBOXES

(Where Applicable) Maintaining mailboxes along the construction route is the responsibility of the Contractor, including subcontractors, and shall be incidental to the work. The Contractor shall notify the property owner(s), if necessary, prior to the start of work that their mailbox may require removal and replacement. A notification letter will be provided by the Engineer for distribution by the Contractor if requested. Mailboxes which require removal as part of any work shall be carefully removed by the Contractor and delivered to the property owner. Resetting the mail box shall be the responsibility of the Contractor. The Contractor shall also, at their own expense, maintain a temporary mailbox to allow the property owner to continue receiving mail until such time as the permanent resetting is completed. The Contractor shall coordinate the location(s) of any temporary mailboxes with the United States Postal Service and the Engineer. Temporary mailboxes shall be keyed mailboxes unless otherwise approved by the Engineer.

Should a mailbox be damaged as the result of any construction activity, the Contractor shall take the responsibility of repairing, replacing, and/or re-installing it at their own expense, within a reasonable amount of time as determined by the Engineer. The Contractor shall also, at their own expense, maintain a temporary mailbox to allow the property owner to continue receiving mail until such time as the permanent repairs are completed, if needed. Failure of the Contractor to complete this work in a timely fashion, as determined by the Engineer, may result in the City hiring a third party or using a City crew to perform it, at the Contractor's expense, to be deducted from monies owed to the Contractor.

Any and all work relating to mailboxes shall be incidental to the contract unless otherwise listed as a separate base bid item or directed by the Engineer.

605.1.09 - PAYMENT

The work specified in this Section 605 shall be considered **incidental to the contract** and the cost shall be included as part of the appropriate unit price stated in the Proposal unless otherwise stated.

Lump sum amounts are not subject to negotiation for cases where actual amounts of work and/or materials are larger than the engineering estimates.

Existing sign removal and re-installation as indicated on the plans and as directed by the Engineer shall be **incidental** to the contract base price unless otherwise noted.

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SECTION 605.2 - CONSTRUCTION GENERAL

605.2.01 – Driveways

Driveway access shall be maintained at all times whenever possible, unless directed by the Engineer or stated on the plans. This may require driveways to be constructed one-half at a time, with steel plates, and/or the coordination with the business or industry, or a temporary driveway access point. This maintenance of approach access shall be considered incidental to the work. Maintenance of driveway access to residential properties may be waived with the written permission of the Engineer.,

The Contractor shall be limited to a maximum of 30 calendar days from the time an approach, its adjacent sidewalks, and/or adjacent curb and gutter is removed, to the time that said pavements have sufficient cure time for bearing vehicle traffic from the street to the property or alley. Failure of the Contractor to meet this deadline will cause the City to charge liquidated damages of $25 per day **per approach** until access is provided.

For contracts that do NOT include replacing all of the curb and gutter and/or all of the existing pavement (ie. selective replacement of these two items), the above time frame is reduced in the following manner, unless otherwise directed by the Engineer or shown in the plans:

- Residential driveways shall be replaced within 5 days after removal of the driveway approach or sidewalk.
- Driveway access to commerical and industrial properties shall be maintained at all times.

605.2.02 - BACKFILL

A. MAINTENANCE OF TRENCH SURFACE

The Contractor will be required to maintain the trench area, during the interval between the sewer or water main installation and the pavement restoration, by keeping it to grade and spreading calcium chloride, if necessary, for dust control. This trench maintenance shall be **incidental** to the contract, unless otherwise noted.

Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the subgrade or backfilling materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at no cost to the City.

605.2.03 - PAVEMENT RESTORATION AND SITE RESTORATION

A. PAVEMENT RESTORATION

1. PROTECTION OF STRUCTURES

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Provide whatever protective coverings as necessary to protect the exposed portions of bridges, culverts, curbs, gutters, manhole and valve box covers, posts, guard fences, road signs, and any other structures from splashing oil, asphalt, or concrete from the paving operations. Remove any oil, asphalt, concrete, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.

Where water valve boxes, manholes, catch basins, or other underground utility appurtenances are within the area to be resurfaced, the structure shall be level with the top of the final restoration grade as directed by the Engineer. If it is evident that these facilities are not in accordance with the proposed finished surface, notify the Engineer a minimum of 14 calendar days in advance so the proper authority can be contacted in order to have the facility altered before proceeding with the resurfacing. Consider any delays experienced from such obstructions as **incidental** to the paving operation.

B. LAWN REPLACEMENT AND LANDSCAPING

Topsoiling, mulching, fertilizing, and seeding shall conform, respectively, to Sections 625, 627, 629, 630 and 631 of the State Specs and as they are amended herein.

All landscaping work must be watered until sustained growth is assured. All watering shall be considered **incidental** to the contract.

Backfill required at curb repairs must be topped with a minimum of 6 inches of screened topsoil to top of curb.

If restoration in accordance with these specifications is not completed (aside from watering) within 2 weeks of the completion of adjacent paving and underground operations (restoration may be delayed with written permission from the Engineer), the City reserves the right to hire a third party, independent of the Contractor, to complete the work, or utilize City workers, to be paid with funds deducted from monies owed to the Contractor. Should the City exercise this right, the Contractor will not be paid for any of the quantities that were completed by the third party or City workers.

1. GENERAL

The Contractor shall give the Engineer at least 3 working days of notice of the time and place of planting and keep them advised of the schedule of planting operations.

2. SOIL PREPARATION

Remove any non-topsoil material to a depth of 6 inches and backfill with topsoil/compost blend as specified in Section 625.2 of the State Specs. Apply a Type A granular fertilizer per the supplier/manufacturer's specified rate and mix

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into the upper 4 to 6 inches of soil thoroughly. Rake or drag area until surface is thoroughly settled with a smooth, firm surface, free of humps or hollows. Ensure proper placement to eliminate the risk of future settling or sinking.

The Contractor shall dispose of all extraneous and excess materials at their expense and in accordance with any Federal, State, or Local laws.

3. SOD

All sod shall be placed on topsoil as specified within 24 hours after it has been cut. It must be staked or pegged on all slopes steeper than one foot vertical to three feet horizontal and where shown on the plans, which shall be incidental. The sod for Type "A" Lawn Replacement shall be a blend of bluegrass and fescues nursery sod, and shall be practically free from weeds or undesirable grasses. Sod must be placed to a butt joint and not wedged-off with topsoil. After being placed, it must be rolled or tamped. **All sod work must be watered for a minimum of 10 consecutive calendar days by the Contractor or until sustained growth is assured. The contractor shall provide 3 days notice to residents prior to turning over watering requirements to the resident.**

4. SEED

All areas designated to be seeded shall be placed on topsoil fertilized with a Type A granular fertilizer fertilizer per the supplier/manufacturer's specified rate and covered with Urban Type B erosion mat, unless otherwise specified. The seed mix for Type "C" Lawn Replacement shall be as noted below unless otherwise noted in the plans, free from weeds or undesirable grasses. After being placed, rake seed/soil as necessary to provide seed to soil contact and covered with mulch or erosion fabric where designated. All seed, mulch, and erosion fabric work must be watered until sustained growth is assured, a minimum of 14 calendar days.

a. General Lawn Areas: Wisconsin Department of Transportation Seed Mixture No. 40. Seeding rate shall be 4-5 pounds per 1000 square feet. Provide the empty seed bags brought to site to the inspector immediately after installation.

b. River Banks, Ravine Slopes, and Drainage Swales: Shady woodland seed mix shall be used for wet mesic to dry mesic soils. Species such as Solomon's Plume, Columbine, Jacob's Ladder, Jackin-the-Pulpit, Wild Geranium, and Early Meadow Rue are representative of a natural woodland. Seeding rate shall be in accordance with suppliers instructions.

C. SIGNAGE

New signs called out to be provided under the contract shall conform to Section 637 of the State Specs. New signs shall be installed on new posts and shall have hardware provided by the Contractor and included with the costs of the signs and/or sign post item(s).

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New posts shall be 2” (2 3/8” O.D.) x 10’ Schedule 40 Aluminimum extruded post with a mill finish and plain end. The Post Anchor shall be Tapco V-Loc Steel Breakaway post or Engineer approved equal.

Hardware to attach existing signs to new poles shall be salvaged from the existing signs and posts, unless otherwise noted. New hardware required to resintall existing signs shall be approved by the Engineer prior to ordering.

Signs, posts and materials within the project limits may be removed and salvaged and shall be stored at the DPW Yard until reinstallation. Obtain permission from the Engineer to removal signs, posts, etc. if no item to remove, salvage and reinstall signs exists on the contract. Sign posts that are not V-Loc Steel Breakaway posts shall be disposed of by the Contractor at their expense. If no item to remove, salvage and resintall signs, posts & hardware, the work shall be considered incidental to the contract and performed at the Contractor’s expense. The Contractor shall provide a minimum of 3 days notice to DPW Electrical Superintendent before delivering the signs to the yard.

Prior to delivering the signs to the DPW Yard, the contractor shall provide a detailed list to the DPW Electrical Superintendent containing the following in formation:

1. Description and number of each sign(s) being delivered to the DPW Yard that will be reinstalled
2. Number of brackets being salvaged to the yard
3. Number of poles being salvaged to the yard that will be reinstalled.
4. The list shall have the contract number, the project description, the name of the contractor storing the materials and a contact person listed at the top of the page.

Upon delivery to the DPW Yard, the contractor shall assist the City/consultant inspector on the project to verify that all signs, hardware, posts and other materials contained on the list have been delivered. The Contactor shall store the signs in a manner that will not cause the signs to be damaged while being left in storage. All loose hardware shall be stored together in a labaled box or storage container noting what hardware is stored in each box or storage container. The box or storage container shall also be labeled with the contract number and the project description.

The Contractor shall be responsible for replacing any signs, posts or hardware that are damaged as a result of construction operations or due to improper storage by the contractor. The Contractor shall also be responsible to replace any missing signs, posts or hardware that were not properly delivered and stored to the DPW Yard.

The Contractor shall notify the insepctor of any damaged signs, posts or hardware prior to removal for documentation purposes. Failure to notify the on-site inspector prior to removal may result in the Contractor being responsible for replacement of the damaged signs, posts or hardware.

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The Contractor shall immediately notify the Engineer of any signs, posts, or hardware that the Contractor deems unsuitable to be salvaged and reinstalled to allow the Engineer to resolve any concerns prior to reinstallation. The Engineer may require the contractor to furnish new material(s) under the contract using a bid item in the proposal or, if no such item exists for a particular item deemed unsuitable for reinstallation, by negotiating a price for replacement. The City also may elect to provide new material(s) to the contractor for reinstallation at no additional cost to the City.

The Contactor shall provide the DPW Electrical Superintendent with a minimum of 7 calendar day's notice prior to picking up the stored signs, posts and hardware. The City may replace salvaged signs, posts and hardware at their discretion while the signs are in storage at the DPW Yard. Before removing items from the DPW Yard, the contractor shall verify ALL items are present that were documented as delievered to the DPW Yard for storage. Notifiy the Engineer immediately and DO NOT remove any items from the DPW Yard if any item is missing. The Contractor will be responsible to replace any items discovered missing after removal of all items from storage at the DPW Yard.

605.2.04 PROTECTION OF THE ENVIRONMENT

A. GENERAL

The Contractor, in executing the work, shall maintain all work areas on and off the site as needed to keep them free from environmental pollution that would be in violation of any Federal, State, or Local regulations. All costs related to confromance with Protection of The Environment within these City Specs shall be considered incidental to the contract, unless otherwise noted by the Engineer.

B. PROTECTION OF SEWERS

Take adequate measures to prevent the impairment of the operation of the existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering a sewer or sewer structure. All sewer and groundwater flow interfering with construction and requiring diversion shall be diverted to sewers leading to a wastewater treatment plant. Non-sanitary sewage may only be diverted to non-wastewater treated areas if proper erosion and pollution control measures are followed in accordance with Wisconsin DNR regulations.

Prior to commencing excavation and construction, the Contractor shall submit for the City's review detailed plans (including routing and connections) showing how the Contractor intends to handle and dispose of sanitary sewer wastes. By reviewing the plan, the City neither accepts any responsibility for the adequacy thereof nor for any damages to public or private property resulting therefrom, such responsibilities remaining with the Contractor.

C. PROTECTION OF AIR QUALITY

Air pollution shall be minimized by wetting down bare soils during windy periods, by requiring the use of properly operating combustion emission control devices on

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construction vehicles and equipment used by contractors, and by encouraging the shutdown of motorized equipment not actually in use.

Burning of waste, debris, and rubbish will not be permitted on the construction site.

If temporary heating devices are necessary for protection of the work, such devices shall be of a type that will not cause pollution of the air.

D. EROSION CONTROL FOR SEWER & WATER INSTALLATIONS IN PAVED AREAS

1. GENERAL

The latest edition of the DNR technical standards shall be adhered to for erosion control installation and maintenance, and shall overrule any potential specifications conflicts herein. Chapter 2.8.0 of the Standard Specs contains the general criteria for erosion control. In addition, since the control of soil erosion is a dynamic process, the Contract requires flexibility by the Contractor to accommodate changing conditions as the project progresses.

Excavated materials and imported backfill materials stored at the project site shall be kept to a minimum and shall be used or removed from the site as soon as practicable, which shall be incidental. Such materials shall be stored in such a manner that will not result in runoff of stockpiled materials. Backfilled trenches and other areas shall be left to the level of the adjacent area or slightly below until restored to reduce the potential for erosion. All excess excavated materials and all excess imported backfill materials shall be promptly removed from the site and disposed of at the Contractor's expense.

The Contractor shall monitor each location where water may run off the site and shall provide measures to guard against sediments leaving the site. The Contractor shall have adequate erosion fabric fence or bales of hay and means of anchoring the same in place for erosion control as determined necessary by the Engineer. The type and amount of materials required will be determined by the type and amount of open excavation. The Contractor shall schedule the work so that the amount of open excavation and the stockpiling of construction materials on the job site is minimized for erosion control. Diversion berms or sediment filtration berms shall be constructed and maintained as determined necessary by the Engineer. Replacement of preexisting erosion control measures which are disturbed in the course of the work shall be completed promptly following completion of the work on the project causing such disturbance.

Tracking of foreign materials (e.g. mud, stone) on street surfaces shall be controlled during the working day as necessary, but no later than the end of the working day, by one or more of the following methods as required:

a. Hand shoveling material off street pavement.

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b. Machine removal (such as with end loader or grader), provided that the results are equal to that of hand shoveling.
c. Sweeping material off street pavement. If using a mechanical sweeper that does not contain a built in water system to mitigate dust, the contractor shall sufficiently wet the surface or the area needing to be swept prior to sweep to reduce the spread of dust.

Specific erosion control measures are shown on the plans and shall be as described in these specifications. Sample details of erosion control devices follow these specifications. All control measures protruding above the normal paved and/or ground surface shall be marked by barricades and flashers. Maintenance of erosion control measures shall be considered **incidental**, including if an erosion control device needs to be replaced.

2. CONTROL OF SURFACE RUNOFF

a. STORM WATER INLET AND CATCH BASIN, hereinafter called inlet protection: Inlet protection shall be installed **prior** to disturbing any pavement or earth areas, and shall remain in place and maintained until the surface is restored with temporary or permanent pavement. Inlet protection shall be installed at all inlets that will receive runoff from the construction site, including adjacent streets and where materials are stockpiled. Depending on the slope of the street, this will include inlets in the block(s) downstream from the work site due to anticipated bypassing. The contractor shall install Type D inlet baskets at all locations permissable. The contractor shall indicate on their erosion control implementation plan those inlets which Type D inlet protection is unable to be place and their proposed substitution.

PLACEMENT: The inlet insert basket or sheet shall fit into the inlet without gaps around the insert as illustrated in the detail drawings. If the inlet being protected has a curb box, the curb box shall be protected as shown in the appropriate detail drawings until inlet protection is no longer needed.

FABRIC SPECIFICATIONS: The filter fabric shall be a geotextile fabric Type FF of polyester, polypropylene, stabilized nylon, polyethylene, or polyvinylidene chloride meeting the following specifications:

- Grab strength: 120 lb. minimum in the machine direction and 100 lb. in the cross machine direction (ASTM D4632).

- The fabric shall have an opening no greater than a number 30 US Standard Sieve.

- Water Flow Rate of approximately 120 gal/min/ft^2 at 50 MM constant head as determined by multiplying permittivity in sec as determined by ASTM D-4491 by a conversion factor of 74.

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- Ultra violet radiation stability of 70% for strength retained at 500 hrs of exposure (ASTM D4355).

MAINTENANCE: Inlet protection shall be inspected by the Contractor within 24 hours after each working day rainfall or daily during periods of prolonged rainfall on working days. Repair or replacement shall be made immediately as incidental to the work.

Sediment deposits shall be removed after each storm event, or more often if the fabric becomes clogged.

b. GUTTER DETENTION

1. In areas where the street grade is greater than 4%, additional control is necessary to reduce flow velocity and to prevent sediment from bypassing the inlet screen/inlet grate screen.

2. Gravel filled nylon bags each containing a minimum of one-half cubic foot of material shall be placed in the gutter section with the long dimension of the bag perpendicular to the curb line, abutting the curb face at approximately 75 foot intervals.

3. Sediment deposits shall be removed after each storm event, or when reaching a maximum depth of 3 inches.

4. If the street is open for traffic, a barricade with flashers shall be placed by each bag.

5. The protection shall be installed prior to disturbing any pavement or earth areas, and shall remain in place and be maintained until the surface is restored with temporary or permanent pavement.

3. CONTROL OF TRENCH SEDIMENT

a. DEWATERING

1. If it becomes necessary to pump water from any trench or excavation, it shall be the Contractor's responsibility to remove particles greater than 100 microns. To demonstrate that settling or filtering is not required, all particles must pass through a US Standard No. 140 sieve.

2. METHODS OF REMOVAL

a. Pumped water requiring particle removal may be settled in portable tanks. The tank capacity must be large enough to allow for sufficient settling time to remove particles greater than 100 microns. The Contractor may add a flocculation substance to enhance the settlement process.

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b. A second method of treating pump water may be as shown in the detail drawings, if applicable. This basin should be placed on the paved surface near a protected inlet. If a temporary settling basin is to be left unattended, it shall be covered with a half inch plywood or similar safety cover. Due to space and traffic constraints, this method must have prior approval from the Engineer.

c. The fabric shall be geo-textile fabric, polyester, polypropylene stabilized nylon, polyethylene, or polyvinylidene chloride meeting the following specifications:

- Grab strength: 400 lb. minimum in any principal direction (ASTM D1682)

- Mullen Burst Strength: Minimum 600 psi (ASTM D774)

- The fabric shall have an opening no greater than a number 140 US Standard Sieve, and a minimum permeability of 25 gpm/sq.ft. (Multiply the Permittivity in Sec. from ASTM. D4491-85 Constant Head Test using the conversion factor of 74.)

d. Other methods demonstrated to produce the desired results may be submitted for the approval of the Engineer.

a. DOWNSTREAM SEWER PROTECTION: At the end of each work day, the Contractor shall cover the entire annular space at both ends of the flume with a sheet of filter fabric. The fabric shall be of sufficient width so as to be tightly banded around the sewer pipes and the flume pipe. The fabric shall be geo-textile fabric of polyester, polypropylene, stabilized nylon, polyethylene, or polyvinylidene chloride meeting the following specifications:

- Grab strength: 400 lb. minimum in any principal direction (ASTM D1682)

- Mullen Burst Strength: Minimum 600 psi (ASTM D774)

- The fabric shall have an opening no greater than a number 140 US Standard Sieve, and a minimum permeability of 25 gpm/sq.ft. (Multiply the Permittivity in Sec. from ASTM D4491-85 Constant Head Test using the conversion factor of 74.)

4. PAYMENT

Erosion Control as herein before prescribed, required, and performed will not be separately measured for payment, but will be considered **incidental** to other

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items in the contract unless there is a separate bid item specifically for erosion control. Maintenance of any eroision control item shall be considered **incidental.**

D. PROTECTION OF TREES AND SHRUBS

No trees, shrubs, or any other vegetation shall be removed without the written permission of the Engineer.
Unless specifically shown on the plans, or otherwise directed by the Engineer, it is the intent of the work operations under this contract to make every effort to preserve and protect trees and shrubs from damage or removal within the limits of, and adjacent to, the work included in the contract. The Contractor shall take all necessary precautions to protect trees, shrubs, and roots at the work site. Any costs associated with this work and work described within this section shall be considered incidental unless otherwise noted or directed by the Engineer.

There are, at various locations on the project, existing trees and shrubs which will require special care and protection during the removal and subsequent construction of new pavements, curbs, drive approaches, and walks. Prior to beginning construction operations for the removal and/or replacement of these contract work items, the Contractor shall conform to the following procedure:

The Contractor shall, prior to construction, conduct a detailed walk-through field inspection of all potential conflicts of the contract work with trees and shrubs within and adjacent to the project limits. The Contractor shall not excavate or cut the roots of trees or shrubs unless so indicated by the Engineer's written order or explicitly noted on the plans.

1. ROOTS

Root foundations must remain adequate to withstand heavy windstorms. To protect the immediate portion of the tree roots, a Root Protection Zone shall be maintained. This zone is 5 feet on each side of the edge of the tree trunk parallel with the street and from the backside of the curb to the backside of the walk. No construction equipment or materials, sand, soil, gravel, block, or pipe shall be placed, parked, or stored within this area. All cutting for the removal of sod and soil in order to establish a finished grade within this zone must be done manually. No excavation shall occur within this zone unless otherwise directed on the plans or by the Engineer.

Tree roots interfering with the work shall be completely severed with a clean, sharp tool e.g. axe, or chainsaw, and removed with an approved machine or other approved methods. All old walk shall be removed prior to root cutting.

a. SIDEWALKS: The root system on the walk side of the tree shall not be cut by means of mechanical root cutting machines. If root removal is essential to concrete walk replacement, interfering roots shall be manually cut with hand implements. Roots below the proposed walk shall be removed only to a depth of 9 inches below the proposed elevation of the new walk surface. The cut must be within 2 inches of the edge of the proposed sidewalk to avoid cutting

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too close to the trunk of the tree. All roots within 2 inches of the bottom of the proposed sidewalk must be removed.

All debris from the root sawing and/or tree removal operations shall be removed from the sidewalk area and root sawing trenches filled with approved topsoil before the end of the work day. All exposed and severed tree roots shall be immediately covered with mulch and watered to prevent drying until such time that the concrete work is complete, the forms removed, and the area between the tree and concrete work backfilled with approved topsoil.

Stumps and roots shall be ground by an Engineer approved mechanical grinding machine to a depth of 18 inches below the proposed ground elevation. Other methods of grubbing may be used only with the approval of the Engineer. All grubbing holes shall be cleaned of chips and grindings and filled with approved compacted backfill, with at least the top 3 inches being topsoil. All debris from root sawing and/or tree removal operations shall be hauled from site and disposed of in a reasonable amount of time, as detemined by the Engineer, and in accordance with any Federal, State, or Local regulations.

Dead, diseased, infected, or infested trees may not be hauled away until a permit has been obtained from the City Forester. No fee will be charged for the permit. Clearing and grubbing shall conform to Section 201 of the current State Specs.

If, in the Engineer's opinion, if it is necessary to alter the methods of construction in the plans to preserve trees and shrubs, the Contractor shall make such changes as directed. Such adjustments may include, but are not limited to, curb, sidewalk, and drive approach dimension changes, including horizontal and/or vertical alignment.

If the Engineer determines that damage to trees has occurred due to negligence of the Contractor, or failure to comply with above procedures and as directed by the Engineer, the Contractor shall be held liable for the basic formula value of such trees, based on caliper size, with such amounts to be deducted from the monies due under the contract (see following Table on the next page).

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BASIC FORMULA VALUE OF TREES BASED ON CALIPER SIZE

TRUNK (Diameter)	CROSS-SECTION AREA (Square Inches)	BASIC VALUE (U.S. Dollars)
2		85.00
4		230.00
6		415.00
8		625.00
10		780.00
12	113	3,051.00
13	133	3,591.00
14	154	4,158.00
15	177	4,779.00
16	201	5,427.00
17	227	6,129.00
18	254	6,858.00
19	284	7,668.00
20	314	8,478.00
21	346	9,342.00
22	380	10,260.00
23	415	11,205.00
24	452	12,204.00
25	491	13,257.00
26	531	14,337.00
27	573	15,471.00
28	616	16,632.00
29	661	17,847.00
30	707	19,089.00
31	755	20,385.00
32	804	21,708.00
33	855	23,085.00
34	908	24,516.00
35	962	25,974.00
36	1,018	27,486.00
37	1,075	29,025.00
38	1,134	30,618.00
39	1,195	32,265.00
40	1,257	33,939.00

Diameter: measurements taken 4.5 ft. (1.4m) above ground level.

Basic values established at $27.00 per square inch cross-section of trunk. Basic price based on industry survey and U.S. Department of Labor Consumer Price Index.

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F. PROTECTION OF STREET LIGHTS AND TRAFFIC SIGNALS

All electrical work shall, where pertinent, conform to the Wisconsin Electrical Code and good electrical construction practices.

Where there is enclosed or unenclosed lighting cable within the project limits, care must be exercised by the Contractor to avoid damage to the cable during work. Where the Contractor or any Subcontractors damage any part of the lighting system which results in identifiable fault in the wiring, inoperative street lights or traffic signals, or an outage has occurred anywhere within the project limits, the damage shall be repaired by a qualified electrician **at the Contractor's expense** in accordance with City specifications. All lighting systems shall be kept 100% operational.

1. TIME LIMITS FOR REPAIRS

   The Contractor shall have **24 hours** from the report of a problem in the existing or permanent lighting system to inspect and identify the cause, and **2 hours** for a temporary system (if applicable). Repairs shall be made no later than **3 days** after the problem is identified. Should these limits be exceeded, the Engineer reserves the right to hire a third party, independent of the Contractor, or use City workers to perform the repair(s). The cost of hiring a third party or using City workers and having them repair the damage will be paid for by the Contractor. Contractor agrees they will be informed of the final cost, which will be deducted from monies owed in a subsequent payment. In lieu of hiring a third party or using their own staff, the Engineer may also choose to fine the Contractor $100, to be charged each day the lights are not properly functioning outside of aforementioned time limits, and to be deducted from monies owed to the Contractor.

2. TEMPORARY LIGHTING

   If no plans for temporary lighting are included in the Contract Documents, the Contractor may choose, at their own expense, to maintain street lighting via overhead connections to existing poles, the installation of temporary poles and luminaires with their own wiring, or splicing (in existing wires only) around new and/or old pole bases as needed.

Any repairs and/or replacements made by the Contractor shall be incidental to the contract unless otherwise stated as a separate base bid item. Repairs shall be investigated and completed promptly in accordance with City of Wauwatosa specifications, or as instructed by the Engineer if no lighting specifications are included in the Contract Documents. The City may require temporary repairs **at the Contractor's expense**, including the installation of overhead facilities, to accelerate the return of functional electrical systems. Backfilling of the repair locations must not be done until all needed repairs have been made and inspected by the City Electrical Supervisor.

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Splices in poles shall be made with reusable set-screw type connectors. Penn Union SX-2 or approved equal, copper service entrance connector, or approved equal. Complete splice with layer of nonstick varnished cambric insulating tape, followed by multiples laps of Scotch 130C rubber insulating tape, followed by multiple laps of Scotch Super 88 vinyl insulating tape. Split bolt compression connectors are not acceptable for this contract.

When applicable, cable work at existing conduit locations damaged during construction is to be corrected by utilizing newly placed conduit which has been laid as part of the contract work. Frost loops of at least 12 inches shall be provided where cables enter conduit systems. **Any direct-buried cable must be enveloped with mason sand.**

G. GENERAL CLEARANCES TO UTILITIES

The following minimum separations for city facilities should be followed when encountering other utilities within the right-of-way, unless more strict requirements are required by other governing bodies:

Water facilities	3 feet (horizontal & vertical)
Sewer pipes and laterals	2 feet (horizontal & vertical)
Lift Stations, Manholes, & Inlets	5 feet (horizontal)
Street light poles	3 feet
Street light cable	2 feet
Fiber cable and hand holes	2 feet
All other facilities not listed	2 feet

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SECTION 610 – SEWER AND WATER CONSTRUCTION

SECTION 610 - CONSTRUCTION OF SANITARY AND STORM SEWERS AND LATERALS

New sewer and water construction must be completed prior to the general pavement removal operation. Preparation of the Right-of-Way, saw-cutting and removals shall be in accordance with Section 620 of these specifications.

Inlet shapes are to be altered in accordance with the iron to be used. Masonry shims on sewer structures must fully cover the masonry below. The pitch across the frame should be set to match the concrete curb and gutter cross-section.

Trench work shall not begin so far in advance of rough grading work that the gravel backfill will require more than a 6 week maintenance interval. The Contractor will be required to maintain the trench area during the interval as incidental to the work, by keeping it to grade and spreading calcium chloride, if necessary, for dust control. Aggregate slurry backfill must be used if excavation is to be paved over in less than 10 calendar days or as indicated on the plans. All sewer structure work shall be done in accordance with the Standard Specs and the City Specs.

Excavation and backfilling relating to utility installation is incidental to the utility bid item.

610.1.01 - EXCAVATION

A. GENERAL

Excavation required for this work for the most part is unclassified. Complete all excavation regardless of the type of materials encountered. The Contractor shall make their own estimate of the kind and extent of the various materials which will be encountered in the excavation, including the presence or absence of water. The surface type as shown on the plans is presented only as a guide for the Contractor and does not guarantee the type or depth of material beneath the surface course. No additional compensation will be made for differing surface materials. No additional compensation will be made for any rails, ties, or other unknown structures and objects that may be encountered. The Contractor may make written requests to the Engineer for exceptions to this rule, however the Engineer is under no obligation to approve exceptions.

The Contractor shall expose both ends of spot relays before commencing any pipe laying so that line and grade may be adjusted.

If a concrete cradle, cap, or envelope exists on any sewer to be removed and it is not noted on the plans, payment for the removal will be at 80% of the rate for rock excavation shown in the Schedule of Fixed Extras. The fixed extra price will include

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all additional costs including, but not limited to, any additional labor, material, time, equipment, excavation, backfill, shoring, bracing, pavement removal and replacement, fees, and trucking. Excavation by hand means the use of pneumatic hand tools. Mechanical excavation requires the use of special attachments on excavators.

These prices will be used for removals up to 40 linear feet. If the concrete cradle, cap or envelope extends for greater lengths, a price for the remainder of the removal shall be mutually agreed upon with the Engineer before the Contractor continues. When computing the volume removed, no subtraction will be made for the cross-sectional area of the existing pipe. If the concrete cradle, cap, or envelope are shown on the plans, the price of removal should be included in the price for the sewer relay.

The spot relay shall be in a straight line grade from the downstream end of the existing pipe to the upstream end. Additional piping removed and replaced in order to provide positive drainage to the downstream end will be paid at the contract price for a longer spot relay or at the relay contract per linear foot price when the relay exceeds 25.5 linear feet. The pipes coming into and going out of the spot relay shall be checked with a hand level to make sure that they do not back pitch. Additional pipe should be removed to eliminate back-pitch and will be incidental the spot relay/repair.

The location, size, and elevation of all underground structures shown on the plans have been located to a reasonable degree of accuracy, but the City does not guarantee their exact location and data or the location and data of others not shown. Concrete support columns shall be placed on all sewers where shown on the plans and at all other locations not shown where a utility in a rigid conduit is discovered to pass beneath the new sewer by less than 12 inches. Concrete support columns shall be formed. Bank pouring of concrete support columns will not be permitted. The costs of these supports will be considered incidental to the contract.

Bridging, where needed or where directed to be placed, shall be provided and installed by the Contractor at no additional cost to the City.

If any damage occurs to an underground facility, or the damage is found to exist, such that the protective coating of an electrical line is penetrated or gases or liquids are escaping from a broken line which endangers life, health, or property, the Contractor shall immediately call "911" to report the damage location. This call shall be made prior to contacting the utility involved.

1. SALVAGED MATERIALS

See Section 620 of the specifications for materials to be salvaged.

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610.1.02 - LAYING OF PIPE

A. BEDDING, COVER, FOUNDATION AND BACKFILL MATERIAL

All sewer pipe shall be laid in a Standard Section, Class "C" bedding of crushed limestone conforming to File No. 3 and Table 32 or Table 38, as applicable to size and type of pipe material, of the Standard Specs, with modifications as specified in Section 3.2.6(i) for PVC pipe of the Standard Specs, unless otherwise noted on the plans. Cover material for pipe shall be the same as that specified for bedding. Risers which do not require a concrete envelope shall be bedded (i.e. surrounded by bedding material) all the way to the top of the riser, and special care shall be taken to “tuck” the bedding tightly around the entire lateral assembly for all laterals to prevent future settling.

Backfill used on this contract for sanitary and storm sewer work shall be either mechanically compacted (unless directed to use flooding by the Engineer) crushed recycled concrete 1-1/4 inch dense meeting the gradation requirements for granular material as specified in Table 37 in Section 8.43.4 of the Standard Specs, or aggregate slurry backfill as specified in Section 8.43.8 of the Standard Specs. The backfill shall be consolidated by mechanical compaction of the trench backfill as specified in Section 2.6.14(b) of the Standard Specs unless otherwise specified by the Engineer.

Lumps of clay, loam, spoils (unless otherwise stated), garbage, organic material, or any other material the Engineer deems unsuitable are not allowed in the backfill, and the Engineer reserves the right to order the Contractor to remove such items from the trench before paving commences, at the Contractor’s expense, should the pieces be deemed unreasonably large and/or numerous. Material resulting from incidents such as, but not limited to, trench wall collapses is NOT excluded from this rule. For instances where the Contractor does not remove unacceptable backfill when directed, they shall be charged a percentage of the price for the pipe over the lineal footage in which the fill is present, to be deducted from monies owed to the Contractor.

B. PIPE AND FITTINGS

Except for lateral reconnections, sizes and strength classifications of sanitary sewer pipe to be used in all locations are indicated on the plans.

All wyes and tees shall be moulded as a single piece only. No wyes or tees with glued and/or fused pieces will be accepted unless the Contractor is given the written permission of the Engineer.

PVC pipe shall conform to ASTM D-3034 SDR35, Type PSM, rubber gasket joints, or ASTM F-789 Type PS-46 for sizes 4 inches through 15 inches and F-679 (T-l)

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12454 Type PSM rubber gasket joints for sizes 18 inches through 27 inches. Where PVC pressure pipe is called for on the plans, it shall conform to AWWA C900, Pressure Class 150 (PC150) DR18. Joints shall use elastomeric gaskets.

All concrete pipe to be used for storm sewer on this project shall be reinforced concrete pipe, ASTM C-76 or ASTM C-507, or of the class shown on the plans. Reinforced concrete horizontal elliptical pipe 18 inch or larger in diameter shall conform to ASTM C 507 and of the class as shown on the plans. All reinforced concrete pipe catch basin or inlet leads, regardless of size, shall be ASTM C-76 Class V. Pipe furnished under this classification as manufactured by American Concrete Pipe Co., Inc., Milwaukee and Green Bay, WI, Madison Concrete Pipe, Inc., Madison, WI, County Concrete Corp., Marathon, WI, or equal, shall meet the requirements set forth in ASTM C-76 with "B" or "C" wall for circular pipe and any additional requirements set forth herein and in Chapter 8.6.0 of the Standard Specs. Joints shall use rubber gaskets in all concrete pipes (including circular and elliptical) and concrete box culverts, unless otherwise approved by the Engineer.

Temporary repairs for storm sewers which are to be replaced before the completion of the project may be made with PVC class SDR35 pipe, and the joints may be made by any reasonable means to prevent leaking and backups before the future replacement, at the discretion of the Engineer. Permanent storm spot repairs which were not originally called for on the plans or in a change order may be made with PVC C900 pipe with antihydraulic mortar joints if the Contractor does not wish to use RCP, with the permission of the Engineer and at no additional cost to the City.

Joints for concrete storm sewer reducers and bends shall be submitted to the Engiener and approved prior to construction as part of the shop drawing review.

The Contractor shall bear all costs of testing and shall submit copies of these test reports to the Engineer prior to any pipe installation.

C. JOINTS BETWEEN DISSIMILAR PIPE MATERIALS

When field cutting and/or machining the pipe is necessary, use only tools and methods recommended by the pipe manufacturer and approved by the Engineer. Breaking and chipping the pipe with a wrench, pliers, or a hammer will not be allowed.

Connect dissimilar pipe materials by means of a non-shear flexible compression coupling as specified below for sanitary sewer and for storm sewer, or a concrete closure collar for storm sewers as directed by the Engineer. Install couplings in strict accordance with the manufacturer's recommendations.

Joints on sanitary sewers between dissimilar pipe shall be either a non-shear coupling as manufactured by DFW/HPI or shall be made with flexible mechanical

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compression joint coupling conforming to ASTM C-594 Type B with stainless steel bands and shear ring conforming to ASTM A-167 as manufactured by Joints, Inc. (Calder) of Gardena, CA, Fernco Joint Sealer Co. of Ferndale, MI., or as manufactured by Gripper Gasket, LLC of Corona, CA., or equal, and in addition using a transitional bushing conforming to ASTM C-594 Type B when pipe with different outside diameters are to be connected.

If a connection is being made to an existing lined pipe, the connection shall be made with one of the above adaptors directly to the liner of the pipe. A connection to the host pipe will not be permitted.

Joints on storm sewers between dissimilar pipe may be made with either a non-shear flexible mechanical compression joint coupling with No. 305 stainless steel bands or, where this is not possible, a concrete closure collar as shown on the special detail with prior approval of the Engineer.

Use concrete closure collars only on nonflexible pipe storm sewers and when approved by the Engineer, and then only to make connections between dissimilar pipe when standard rubber gasketed joints, mortar, or flexible couplings are impractical.

Before the closure collars are poured, wash the pipe to remove all loose material and soil from the surface on which the concrete will be placed. Wet nonmetallic pipe thoroughly prior to pouring the collars. Wrap and securely fasten a light gauge of sheet metal or building felt around the pipe to insure that no concrete shall enter the line. Place reinforcement as needed. Make the entire collar in one pour using 3000 psi concrete and extend a minimum of 12 inches on each side of the joint. The minimum thickness around the outside diameter of the pipe shall be 6 inches. No collar shall be poured in water. After the collars are poured and have taken their initial set, cure by covering with well-moistened earth. Refer to a special detail drawing(s), if provided.

Payment for connecting dissimilar pipe materials with flexible couplings, non-shear couplings or, when approved by the Engineer, concrete closure collars shall be included in, and incidental to, the prices for pipe stated in the bid unless otherwise noted as a separate item.

D. ABANDONED SEWERS, DRAINS AND SEWER STRUCTURES

Where the plans call for a sewer to be abandoned, the Contractor has the option to either remove or abandon the sewer by bulkheading the ends and filling the pipe with concrete grout as specified in Sections 8.35.4 or 8.35.5 of the Standard Specs, or as directed or approved by the Engineer. Direction of the use of Elastizell PS120 which is not called for on the plans or included in a bid item description shall be paid as an extra cost to the Contractor per cubic yard of material installed.

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Bulkheads shall be as specified in Chapter 3.2.25 of the Standard Specs. Where the plans call for removal, the Contractor shall remove the entire pipe including any concrete support and backfill with the material as specified. The cost of this work shall be incidental unless otherwise specified as a separate bid item.

Manholes shall be removed or abandoned where specified or shown on the plans. As with sewers, the Contractor has the option to remove structures which are identified for abandonment but must remove those identified to be removed. The removal shall include the base of the structure. Manhole caps shall be used in the abandonment of sanitary or storm sewer structures and shall be made to the satisfaction of the Engineer. Where a cap is used, the manhole shall be filled with slurry or other suitable materials at least 4 feet below the proposed finished grade. This work shall be incidental to the contract unless noted as a separate bid item.

E. INSULATION AROUND WATER MAINS & APPURTENANCES

The Contractor shall provide and install extruded polystyrene rigid insulation with a minimum of 25 PSI compressive strength, two layers of 2 inch thick by 6 feet long by the width of the trench, between storm sewer and structure installations and all water mains and services at all locations shown on the plans, and at any other location where a water main or service is exposed. Insulation shall also be placed above storm sewers where they cross under water mains and services with less than 12 inches of separation, or as directed by the Engineer. Include costs with the price of the storm sewer relay, repair, extension, or structure, or water main relay, repair, or extension. If the vertical separation is greater than 12 inches and the service or main has a minimum of 6 feet of cover, the insulation need not be installed at locations which are not shown on the plans. Insulation shall be incidental to the work unless noted as a separate bid item.

F. CONNECTION TO EXISTING STRUCTURES

Where the sewer relay, repair, or extension begins or ends with a connection to an existing structure, the Contractor shall remove existing pipe and masonry from the structure as needed to make the new connection. The Contractor shall install an Engineer approved flexible water tight pipe-to-MH seal (“boot”) for all sanitary sewer and other flexible pipe connections. For rigid pipe storm sewer connections, the Contractor may mortar the pipe into place. The structure’s paved invert shall also be modified and rebuilt as needed. All costs shall be included with the price of the sewer unless noted as a separate bid item.

G. CONCRETE BEAMS & CRADLES

Concrete beams/cradles shall be constructed or placed where shown in the plans or as directed by the Engineer. Concrete beams shall conform to File No. 2 of the

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Standard Specs. Concrete cradles shall conform to 3.2.6 (c) of the Standard Specifications except as modified herein.

Concrete cradles shall be monolithically poured and must be constructed using wood forms or other Engineer approved forming material. Concrete cradles shall be poured and permitted to cure for a minimum of 24 hours prior to setting the pipe on the cradle. The pipe shall not be placed on blocks or hardwood prior to the the cradle being formed & cured and these materials shall not be incorporated in any way into the cradle.

Concrete cradles Concrete used for concrete cradles shall conform to Section 620 of these specifications.

H. RESTRAINTS FOR ENDWALL SECTIONS AND BOX CULVERTS

Where a storm sewer terminates into an endwall section, the last three sections of pipe into the endwall section, including the joint to the endwall section, shall be mechanically restrained. Submit the type and number of proposed endwall restraints for each joint to the Engineer for review and approval.

Box culverts shall have the last three joint sections restrained at an outfall, similar to an endwall section. Box culverts shall also be mechanically restrained for the last three sections at the end of a run when typing into existing box culvert or a structure. The joint on either side of a new structure shall also be mechanically restrained.

610.1.03 - BUILDING LATERAL SEWERS AND STORM WATER DRAINS

A. GENERAL

The size, type of material, location, and direction of existing building laterals and the approximate distances from the nearest existing downstream manhole are shown on the plans and on the TV inspection logs, available for inspection at the City Engineering Division upon request. The Contractor shall be responsible for locating and verifying the size and type of material of each existing building lateral in the field. This shall include dye testing or electronic locating methods where necessary. This shall be incidental to the work and no additional compensation will be made for the location process or delays caused by this verification.

Make all lateral reconnections in accordance with the details shown in the plans. Materials to be used for this work shall be as specified in Chapter 3.4.0 of the Standard Specs, amended as follows: The material to be used shall be of equal size of the existing lateral and of the same material as the relayed mainline sewer unless otherwise specified on the plans.

Adaptors, couplings, and connectors shall be watertight and as shown on the plans, or shall be approved by the Engineer. Joints shall be rubber gasket as approved by

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the State and local plumbing code. Cement mortar or glued joints are not acceptable.

Excavation and backfill shall conform to the applicable requirements of Chapter 3.4.0 of the Standard Specs and as herein modified. The maximum trench width shall be the outside diameter of the pipe plus 24 inches. Bedding shall be the same as required for the mainline. Backfill in the pipe zone shall be the same as required for mainline repair.

Install lateral reconnections in accordance with the applicable requirements of Chapter 3.4.0 of the Standard Specs. Use factory fabricated wyes or tees without glued or fused pieces. Provide bends, suitable lengths of straight pipe, and joints for dissimilar pipe as required. The minimum slope of the lateral reconnection shall be 1/4 inch per foot. Sanitary lateral reconnections which are to be extended shall be laid at normal depth for a new lateral with the adjustment to the existing grade of the lateral being made beginning at 5 feet from the back of curb or where directed by the Engineer.

B. LATERAL AND SUMP PUMP COLLECTOR SYSTEM TRACER WIRE WITH ACCESS BOX

This section shall only be applicable where shown on the plans or directed by the Engineer, and shall be incidental to the cost of lateral installation.

1. DESCRIPTION

When stated on the plans or directed by the Engiener, building sewer laterals and sump pump collector systems shall be installed with a tracer wire in accordance with the State of Wisconsin Administrative Code Chapter SPS 382.30(11)(h). This code requires that all new, non-metallic building sewers (including sanitary, storm, sump pump collector systems and private sanitary sewers) and water services installed must be accompanied by a means of locating the underground pipe.

a. A pipe locator conductor (tracer wire) shall be installed on all non-metallic (PVC, PE, clay, concrete and other non-metallic) sewer laterals and sump pump collector systems within the limits of the project as noted on the plan or directed by the Engineer. The conductor shall be placed along the top of the sewer lateral pipe from the sewer main or structure up to the property line or the end of the installation beyond the roadway as directed by the Engineer. On sump pump collector systems, the conductor shall run from the storm structure to the clean-out and from clean-out to clean-out or as directed by the Engineer.

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Wrapping of the tracer wire on the pipe is prohibited. The conductor shall be held in place with ties or hitches spaced no more than 10 feet apart. The ties or hitches shall be spaced no more than 10 feet apart. The conductor shall be a minimum of 12-gauge standard solid copper wire with a green PVC or 30 to 45 MIL of Polyethylene coating to prevent corrosion. The wire shall be rated for buried and wet conditions. The conductor itself will be one continuous loop with the two wire ends connected to the tracer wire access box.

b. The tracer wire shall be brought to the surface at the property line, end of the lateral installed, at each sump pump collector system clean-out, or at a location directed by the Engineer within a covered access device. The covered access device (tracer wire access box) may be a terminal box, valve box, a small diameter PVC conduit or a cleanout. Within the covered access device, the Contractor shall provide an extra 18 inches of wire. The lid of the covered access device shall have “SEWER" permanently engraved on it by the manufacturer. The lids shall be cast iron accompanied with connection holes where the Contractor shall connect the tracer wire with stainless steel terminal bolts. The lid shall be bolted with a standard pentagonal head key.

c. Please be aware that below grade splices are prohibited.

d. Each tracer wire shall be field tested after installation is complete.

e. The Valvco Tracer Wire Access Box (http://www.cptest.com) and the Bingham & Taylor Cathodic Test Box (http://www.binghamandtaylor.com/cathodic.htm) are considered acceptable devices for this specification.

To minimize damage to the tree's root zone during the installation of the sanitary sewer lateral installation, no excavation shall be made within the following limits:

Tree Diameter (In.) (@ 4.5' Above Ground)	No Excavation Limits Distance (ft.) from Trunk
0 - 2	1
3 - 4	2
5 - 9	5
10 - 14	10
15 - 19	12
Over 19	15

The Contractor may encroach on the above limits if the sanitary sewer lateral to which the lateral piping will be connected or the house side of the existing City sidewalk is within the specified no excavation zone. The Contractor shall keep these

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excavations as small as possible and shall contact the Engineer at least 3 days prior to starting the installation so they may notify the City Forester.

610.1.04 - MANHOLES

The Contractor shall be responsible for cleaning all sewer and water structures in the project area of all debris at their own expense.

A. INVERTS

Benches on all manholes shall be constructed at a minimum up to the crown of each pipe and sloped as specified for a sanitary or storm manhole as needed. Refer to File No.s 11 and 12 of the Standard Specs.

B. CASTINGS

New frames and covers are required on all new manholes, and new frames, grates, and back boxes are required for new inlet structures unless otherwise noted on the plans, and shall be supplied by the Contractor unless otherwise directed in the contract or by the Engineer. All castings shall be considered incidental to the appicable structure item unless otherwise stated as separate bid items.

Sanitary sewer manhole covers shall be self-sealing with an o-ring gasket and of a non-modernized design. The cover shall weigh approximately 143 pounds. They shall be Neenah R-1661-B or equal. They shall have two concealed pick holes. **The City of Wauwatosa will furnish these self-sealing covers with the new frame and grate unless specified otherwise in the plans. The Contractor shall pick them up at the Municipal Public Works Building at 11100 W. Walnut Road and install them. The contractor shall call 414-471-8422 a minimum of 1 day prior to picking up the materials. The Contractor shall provide all labor & equipment necessary to load the materials and deliver them from the DPW Yard to the jobsite.**

Storm sewer manhole covers shall be as shown in the plan details or equal and of a non-modernized design. The cover shall weigh approximately 152 pounds. Single and double storm sewer inlets shall be as shown in the plan details or equal and of a non-modernized design.

Frames for sanitary and storm sewer MHs shall be compatible with the covers and also be of a non-modernized design. Frames shall weigh approximately 369 pounds.

All manhole frames, iron rings, covers, storm water inlet or catch basin frames, grates, and back boxes which are removed from existing structures and are not reused shall remain the property of the City. The Contractor shall deliver these to the Municipal Public Works Building at 11100 West Walnut Road, Wauwatosa. WI.

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C. FRAME/CHIMNEY JOINTS AND SEALS

Unless the manholes are to be adjusted and set to grade under a separate contract, the frame/chimney joints shall be as specified in the Standard Specs. Sanitary sewer manholes shall be constructed with a Type I, flexible watertight frame/chimney joint as detailed in Section 3.5.4(f)1.(a) of the Standard Specs. Seals shall be incidental to any manhole work unless otherwise stated as a separate bid item.

The Engineer approved manhole frame/chimney seal, where required, shall consist of a flexible rubber sleeve, overlapping extension or extensions as needed, and stainless steel bands, and shall extend from the frame to the cone of the new manhole to insure the chimney is fully covered. They shall be furnished and installed by the Contractor and shall be an internal rubber sleeve as manufactured by Cretex Specialty Products, N16 W23390 Stoneridge Drive, Suite A, Waukesha, Wisconsin, 53188, NPC, Inc., 250 Elm Street, PO Box 301, Milford, NH 03055 or Engineer approved equal. The Contractor shall use the proper tools for installation of the seals.

If it appears a flexible rubber seal will not fit or function properly in a manhole, and the Contractor has permission from the Engineer, a mastic seal or equal may be spread on the chimney in lieu of installing the rubber one. The Engineer must be present at the time of installation to verify all chimney joints were thoroughly covered.

1. SURFACE PREPARATION

Surface preparation shall be as follows or as recommended by the manufacturer if their requirements are more stringent:

a. Remove manhole cover and allow any accumulated fumes to dissipate, open additional manholes or use blower to ventilate, if necessary.

b. Power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A reasonably smooth, clean sealing surface is required.

c. Realign the casting if it is offset more than approximately 2 inches from the chimney.

d. Make a visible line or series of alignment marks around the frame 2-3/4 inches up from the bottom edge of the frame for normal positioning. The sleeve can be installed higher in the frame if necessary, in which case the marks should be raised accordingly.

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e. Provide a 4 inch wide sealing surface on the manhole cone deck (i.e. not on the adjusting rings). Remove all loose and protruding mortar and brick as needed to provide a sealing surface.

f. All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, the Contractor shall prepare one. The Contractor shall use one-component, quick-set, high-strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use to prepare the uniform vertical sealing surface.

g. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, the contractor shall contact the manufacturer to obtain details for building the required vertical surface.

h. If any caulk is used to fill minor irregularities in the bottom sealing surface, the caulk shall be a butyl rubber caulk conforming to AASHTO M-198, type B. When used, the Contractor shall apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve. The Contractor shall not use any other type of caulking material. Caulk is considered incidental to the seal installation and the Contractor will not be paid extra for it.

2. CRETEX INTERNAL MANHOLE FRAME CHIMNEY SEAL INSTALLATION

The Contractor shall also refer to the manufacturer's literature for additional installation variations and options.

a. Install the rubber sleeve with the printing at the top and line the top edge up with the previously applied marks. Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

b. Lightly lubricate the outside of one stainless steel band with gasket lube and install it in the lower band recess so that the slotted end laps over the end with the studs and the studs extend through the adjustment slot. Put on the self-locking nuts and tighten sufficiently to draw the lapped ends of the band close enough to allow the attachment of the expansion tool. Position the expansion tool and expand the band as required to provide a watertight seal and tighten the two lock nuts.

c. Conduct a water leakage test on the lower band under the supervision of the Engineer. The Engineer shall determine how much water should be used for a proper test and shall decide if the seal passes or fails. If it fails, the Contractor may choose to re-install the lower band and repeat the test, or apply a bead of butyl rubber caulk, conforming to AASHTO M-198, Type B, to

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the lower sealing surface of the sleeve to fill any minor irregularities in the masonry surface to the satisfaction of the Engineer present.

d. Lubricate the second band and install it in the upper recess, attach the tool and expand as before, keeping the bands parallel and a minimum of approximately 3 inches apart. The bands can be put closer together if excessive sleeve expansion is specifically required.

e. Check the top and bottom edges of the installed sleeve to insure that it has been properly compressed and sealed against the two surfaces.

f. The Engineer will not pay the Contractor for any internal manhole seals unless the Engineer has witnessed a passing water leakage test or witnessed satisfactory application of butyl rubber caulk or mastic.

D. FRAME ADJUSTMENTS & MASONRY

The masonry mortar and concrete bricks shall comply with the requirements of Section 519 of the State Specs and shall be incidental to the work.

Adjustments on manhole frames must be done after the asphalt base/binder has been laid and before the surface course is laid, and shall match 1/4 inch (“string bounce”) below the surface grade. Backfilling around the frames after adjustment shall be done with compacted fill as specified for the pavement base, and compacted asphalt base/binder material. Adjustments shall be incidental to the work unless otherwise specified as a separate bid item, and any adjustment bid item shall include all the labor, equipment, and materials needed.

The minimum dimensions for the pavement box-outs to perform adjustments shall be large enough to fully accommodate compaction by mechanical means. **The use non-mechanical means will not be permitted for compacting the lower layers around manholes without the express written approval of the Engiener.**

While performing the masonry work involved in making adjustments, the Contractor shall provide the means to intercept dropped materials before they reach the bottom of the structure, and shall clean the structure of any such materials at the bottom before final payment will be made. This shall be incidental to the work.

New sewer structures shall be built within approximately 4 inches of grade needed for the frame, requiring final frame setting during adjustments. Sewer structures to be in concrete pavement, at the time the surrounding concrete pavement is poured, shall have frames that are “wedged” high enough during concrete paving that the aggregates in the agitated concrete mix can move freely under the frame, and thus allow the frame to sit on solid concrete.

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When additional masonry replacement is required to an extent which includes a normal step location, a new step must be incorporated as part of the work under that item. Replacement of masonry in poor condition is required even if it extends farther than listed on the plans. Sanitary manhole masonry work must be performed before the installation of internal seals or Pro Rings.

E. PRECAST MANHOLE JOINTS

All joints between sanitary manhole sections including base, riser(s), and cone shall be sealed with a high-strength external perimeter sealing band, consisting of a heavy polypropylene backing, rubberized mastic seal, woven polypropylene reinforcing, and heavy-duty steel straps, under the supervision of the Engineer. The external seal shall allow the manhole structure to pass the ASTM C-1244 vacuum test as described in Chapter 3.7.6 of the Standard Specs (see section 610.1.07 C of the City Specs for internal chimney seals). External perimeter sealing band shall be Mar Mac MacWrap or approved equal. Vacuum test shall be performed after all seals are in place, under the supervision of the Engineer, who will decide if it passes.

For sanitary manholes which have an outside drop, an Engineer approved mastic seal shall be used in lieu of Mar Mac MacWrap for all joints which are non-circular around the full perimeter of the manhole at the applicable joint(s). This mastic seal shall also be installed on other non-circular joints at the direction of the Engineer.

All external joint sealing shall be incidental to the cost of the manhole, regardless of sealing method, unless otherwise noted as a separate bid item.

F. BYPASS PUMPING

Contractor shall submit bypass pumping plans for review by the Engineer at least 3 business days prior to the work. A bypass pumping plan is required for ALL bypass pumping that occurs. The Contractor shall notify the Engineer 24 hours prior to commencement of the bypass pumping operation. The Contractor's plan for bypass pumping shall be approved by the Engineer before the Contractor will be allowed to start bypass pumping. This shall be incidental to the utility work.

Bypass Pumping plans shall include but is not limited to all of the information below:

- Locations of the MH where pumping will occur and the discharge MH
- Pump(s) size and flow capacity
- Duration of bypass pumping
- For proposed 24 hr pump operations, provide the following additional information:
    - Back-up system information in event of pump failure

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- 24 hour emergency contact

G. MANHOLE CONNECTIONS

Where a new manhole is to connect to an existing sewer that will not be relayed at a later point in the project, up to the first 6 linear feet of pipe used in this connection shall be included in the price of the new manhole and considered incidental to the work.

If the existing pipe is found to be in poor condition, the Contractor shall inspect it to find how much farther they must dig to expose a section in at least acceptable condition. If the length is reasonably short and/or at the Engineer's direction, the Contractor shall be paid for each linear foot of pipe used beyond the initial 6 feet of connection. If the next acceptable pipe is unreasonably far away, the Contractor shall seek instructions from the Engineer for how to proceed.

610.1.05 - CATCH BASINS, STORM WATER INLETS & INLET MANHOLES, AND STORM WATER DRAINS

Storm water inlets and inlet MHs shall be constructed in conformance with File No. 11, 12, and 28 of the Standard Specs modified so as to accommodate the required frame (refer to the standard details and special provisions on the plan), and shall include a 6 inch stub for future lateral connection and a 4 or 6 inch stub for future underdrain connection at locations and directions as shown on the plans or as directed by the Engineer. The cost of these stubs shall be included in the unit price bid per inlet. These stubs shall be made of PVC SDR35 pipe.

The frame, grate, and curb box shall be furnished by the Contractor. The specific casting to be used on the job will be noted on the plans and listed in the special provisions of each individual contract. Castings shall be incidental to the structure unless otherwise noted as a separate bid item.

Storm water inlet manholes shall have a poured bench meeting the requirements of a standard manhole. Where the plans call for the construction of a storm water inlet rather than a manhole or inlet manhole on a storm sewer, the inlet shall also have a paved invert as specified for a standard MH.

Where the depth of the manhole is too shallow to accommodate the standard cone top section, a flat top slab shall be substituted for the cone and shown in the shop drawings. The steps and cover shall be to the side identified on the plans as the straight side. No additional compensation will be given for this change. Payment will be at the per vertical foot bid and contract price.

Underdrains, to be installed where indicated on the plans, shall be 6 inch perforated PVC wrapped in geotextile fabric (a "sock"), and be in accordance with section 612 of

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the State Specs. Bedding of 3/8 inch limestone chips shall be used around the entire pipe and be in accordance with Table 32 of section 8.43.2 of the Standard Specs unless otherwise specified.

610.1.06 - ACCEPTANCE AND QUALITY CONTROL OF SANITARY AND STORM SEWERS

A. FINAL SEWER CLEANING

Prior to final acceptance of the sewer system by the Engineer, flush and clean all parts of the system. Remove all accumulated construction debris, rocks, gravel, sand, silt, and other foreign material from the sewer system at or near the closest downstream manhole. If necessary, use water jet, mechanical rodding or bucketing equipment. If any foreign matter is still present in the system upon final televised inspection by the Contractor, re-flush and clean the sections and portions of the lines as required.

The Contractor shall also submit a written report of the sanitary sewer cleaning. This report shall identify the sewer segments cleaned and the type and volume of debris removed from the sanitary sewers.

Perform a mandrel test and provide the results to the Engineer as part of the acceptance process.

B. ACCEPTANCE OF SANITARY AND STORM SEWER RELAYS BY CLOSED CIRCUIT TV VIDEO INSPECTION

Prior to final acceptance of any sanitary sewer or storm sewer spot relay, the Contractor shall inspect by means of remote closed circuit television equipment the entire segment of sanitary sewer, manhole-to-manhole, on which the repair was made, not just the short length repaired out of the manhole. It is the City's intent to have all manhole-to-manhole sewer spans disturbed, replaced, or repaired as part of the contract, to be internally inspected. Sewers shall be cleaned prior to inspection and all manhole connections shall be shown. A USB external hard drive of the inspections shall be furnished to the Engineer for review and acceptance. Televising shall be incidental to the sewer work.

The following conditions shall apply to the sewer acceptance TV inspection:

1. CCTV operators shall be NASSCO trained and certified in the use of Pipeline Assessment and Certification processes and nomenclature.

2. Video shall be furnished on an external USB hard drive that will not be returned to the Contractor.

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3. The TV camera shall travel through the sewer at a maximum rate of 30 feet per minute.

4. The camera shall stop at the beginning and end joint of each relay for a 10 second period.

5. The camera shall travel in the downstream in all cases.

6. The lens of the camera shall be cleaned at each MH or when directed by the Engineer.

7. The videos shall have an on-screen display showing, at a minimum, the following:

    a. Upstream and downstream MH numbers
    b. Footage from upstream MH
    c. Date of inspection

8. Sewers shall not be televised within 48 hours of a rainfall event greater than 1/4 inch.

9. Jetting of pipe relay segments shall be completed no less than 30 minutes prior to televising and under normal functioning conditions.

This inspection shall be made as soon as practicable after the backfill has been consolidated. If the Contractor chooses to wait until after paving or restoring the trench surface to televise the sewer, theywill be solely responsible for any costs incurred from any potential repairs required to make the work acceptable, including, but not limited to, additional restoration and/or paving.

Reasons for rejection of the relay will include but not be limited to:

- Dropped joint
- Broken joint
- Open or offset joint
- Sag in repair
- Deflected pipe
- Leaks

The Engineer shall determine if any of these conditions exist and if they are excessive enough to be considered defective and warrant replacement. If directed by the Engineer, the Contractor shall promptly, at their expense, correct all defects.

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C. MANHOLE VACUUM TESTING

Contractor shall vacuum test sanitary manholes in accordance with the applicable requirements of Chapter 3.7.6 of the Standard Specs under the supervision of the Engineer. It is highly recommended that the Contractor test sanitary sewer manholes immediately after installation and prior to backfilling. If the Contractor chooses to wait until after paving or restoring the trench surface to vacuum test the manholes, they will be solely responsible for any costs incurred from any potential repairs required to make the work acceptable, including, but not limited to, additional restoration and/or paving.

Plug lift holes with non-shrink grout. If a manhole fails the initial test, make necessary repairs with non-shrink grout or other acceptable and approved materials. The Contractor shall continue re-testing until the Engineer determines a satisfactory test is obtained. All testing shall be incidental to the contract.

D. SEWER TRENCH AND MANHOLE EXCAVATION DYE WATER FLOOD TEST

The City of Wauwatosa, at its discretion, may perform dye water flood testing on all sewer trenches and manhole excavations prior to final surface restoration or final payment to identify infiltration into the system. Dye water flood testing of sewer pipe and manholes shall be in accordance with the applicable requirements of Chapter 3.7.2 Water Infiltration Test of the Standard Specs. Infiltration rates as identified in the Standard Specs shall determine pass or failure of the pipe and manholes. If a pipe or manhole fails the initial test, the Contractor shall make necessary repairs at their own expense with approved materials. The Engineer may continue re-testing until a satisfactory test is obtained.

E. TRENCHLESS UTILITY INSTALLATION NEAR CITY SEWER FACILITIES

The City of Wauwatosa, at its discretion, may require contractors installing utilities using a trenchless method (such as directional boring) within the vicinity of existing storm sewer and existing sanitary sewers, including storm sewer and sanitary sewer laterals, to televise these facilities before and after completing work to ensure that the facilities were not damaged during installation of a trenchless utility. This includes, but is not limited to installation of gas mains and services, electrical lines and services, sewers and laterals, telephone lines, fiber optics, and water mains and services.

Televising requirements shall follow Paragraph B. of this section.

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SECTION 620 – REMOVALS, EARTHWORK AND GRADING

620.1 – REMOVALS

1. PREPARATION OF RIGHT-OF-WAY

Should any tree, shrub, or plant that has been disturbed or otherwise damaged by the Contractor die within one year from the time that it was disturbed or damaged, they shall replace such tree, shrub, or plant in kind and size or satisfactorily compensate the property owner. Proof of satisfactory compensation to a property owner shall be a written release from the property owner to the Contractor, a copy of which shall be provided to the Engineer.

The Contractor shall not store materials and equipment over tree roots in grounds belonging to the Milwaukee County Parks system in the area between the curb and sidewalks or bike paths, or any other County property without County permission. The Contractor shall develop a written plan for the storage of vehicles and materials at the construction site. This plan shall be submitted to the Engineer for their approval prior to starting construction. **If the Contractor wishes to use any property outside the City right-of-way, they must provide written approval from the property owner to the City.**

a. TRACKING PADS

Tracking Pads, where shown in the plan, shall be constructed according to Section 628.2.14 & 628.3.16 of the State Specs. Tracking Pads should be reviewed on a minimum of a weekly basis and replaced or reworked as needed to minimize material tracked onto adjacent roads. If directed by the Engineer, the Contractor shall replace or rework the Tracking Pad within 24 hours of the request being made. Tracking Pads shall be considered incidental to the contract unless a pay item is provided for in the contract.

2. CLEARING AND GRUBBING

If clearing and grubbing is required by the contract, clearing and grubbing shall be per Section 201 of the State Specs.

The Contractor shall dispose of all stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from clearing and grubbing by chipping or removing the material from the right-of way. Burning of debris or burying debris within the right of way is not permitted.

The contractor shall not remove City trees unless directed in writing by the Engineer or explictly shown to be removed by the Conctrator in the plan.

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a. Tree Trimming

If tree trimming of private trees overhanging the right-of-way or an easement is required under the contract, the contractor shall hired a certified arborist to perform the tree trimming. Symmetrically trim lower limbs or branches of trees left in place and overhanging the right-of-way or easement to at least 18 feet above the finished grade but no more than 24 feet above finished grade unless otherwise authorized in writing by the Engineer. Trim tree branches using generally accepted horticultural practices.

The Contractor shall not trim any City owned tree. If the Contractor believes a City owned tree or trees requires trimming, the Contractor shall notify the Engineer prior to the Pre-Construction Conference to see if City Forces can trim the tree(s). The Engineer will consult with the City Forester to determine if the tree(s) can be trimmed. The City will not accept any additional costs from the Contractor regardless of whether or not the tree(s) can be trimmed.

3. SAWCUTTING

All sawing is considered incidental to the contract unless otherwise noted.

Sawcutting consists of sawing existing concrete or asphaltic pavements, curb and gutter, driveways, or sidewalks, and the washing of the sawing debris at locations where cuts have been made in areas still open to traffic, or as directed by the Engineer. The saw cuts shall be straight, vertical, and to the full depth of the pavement. All debris and residue created from sawcutting shall be immediately removed and cleaned up by the Contractor to the satisfaction of the Engineer. Debris and residue shall not be washed down into the storm sewer. Utility trenches shall be sawed prior to pavement removal unless otherwise approved by the Engineer.

For sawing that is not straight or for sawing where the debris and residue is not properly cleaned, 5% of the pavement cost may be credited to the project if the Contractor does not re-saw or cleanup as directed. Any re-cuts or extra cleaning shall be at the Contractor's expense.

For trenches, the width of pavement cut shall be sufficiently sized to allow for a minimum of an 8 inch undisturbed ledge on each side, where gravel backfill is used. The contractor may elect to re-saw prior to pavement replacement at the contractor's own expense. The Engineer may direct the Contractor to re-saw areas where damage has occurred to the existing pavement. Curbs and sidewalks shall be completely removed to existing expansion or scored joints sawed full depth, falling within 4 feet of the normal restoration limits, as directed by the Engineer.

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4. REMOVAL OF PAVEMENT AND ANCILLARY CONCRETE

Saw all pavements (bituminous and concrete), curb & gutter, driveway aprons, and sidewalk prior to removal as incidental to the work unless otherwise noted as a base bid item. All concrete or asphalt over concrete base shall be sawed to the full depth of the concrete except where noted on the plans, and in accordance with Section 203.3.2.2 of the State Specs.

The Contractor shall use appropriate concrete breaking machinery to minimize disruption to nearby residents and businesses. The Engineer reserves the right to order the Contractor to change the method of pavement breaking during the progress of the work if damages seem likely to occur. In any event, the Contractor shall be solely responsible for all damages

The edges of existing pavements to remain in place shall be cut as straight lines with vertical faces. The defective pavement shall be removed from an area without damaging the remaining pavement. Damage to pavements due to the Contractor's negligence, as determined by the Engineer, shall be replaced as directed by the Engineer at the expense of the Contractor.

Service walks, fences, and other structures within the grading limits belonging to abutting property owners shall be removed and delivered to the abutting property when ordered by the Engineer. Any other material not required by the City shall become the property of the Contractor, who shall remove and dispose of such material at their own expense.

5. MILLING ASPHALT & CONCRETE

The Contractor shall use a self-propelled milling machine with depth, grade, and slope controls. Mill to depth identified in the plans +/- 0.25 inches or as directed by the Engineer. Shroud the drum to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system. Millings shall be disposed of by the contractor unless otherwise noted.

If no milling depth is given on the plans for milled butt joints, butt joints shall be milled to a minimum of 2 inches in dpeth where matching into existing pavement unless otherwise approved by the Engineer.

All milled butt joints, in driveways where there is no existing joint, are to be sawed, prior to milling.

6. PAVEMENT CORE HOLES

If pavement cores are necessary to locate underground utilities, the pavement cores maybe salvaged and temporarily reinstated prior to a permanent pavement repair being completed. Reinstatement of a core shall not be considered a permanent

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repair unless so authorized in writing by the Engineer and shall only apply in certain special conditions at the discretion of the Engineer. Core hole plugs shall be reinstated with Utilibond or UtiliGrout 2-part epoxy mix, or approved equal.

Pavement repairs shall be a minimum of a 4' x 4' repair area in all pavements. For concrete pavements, the minimum area may be larger depending on the location of surrounding joints.

For cores in the curb flange, a minimum of a 5' section shall be replaced. If the core is within 3' of a joint or crack in the curb and gutter, replace the section to the joint or 3" beyond the crack. Replace the entire section if less than 5' of the piece of curb and gutter impacted will remain in place.

For cores in sidewalk and driveway approaches, the Contractor shall replace the entire sidewalk square or driveway approach panel. If the core hole is completed in a curb ramp (including the curb and gutter), curb ramp landing, and/or sidewalk square adjacent to the landing, the complete curb ramp will be required to be replaced.

7. SALVAGED MATERIALS

Existing iron on structures to be abandoned or rebuilt and hydrants to be removed shall be removed by the Contractor using reasonable care. These salvaged items will become property of the City and shall be delivered to the City's Public Works Building at 11100 W. Walnut Rd. by the Contractor, even if they are damaged or broken. The Contractor shall be fined $20 per frame, lid/cover, and back-box which is unaccounted for at the end of the project, to be deducted from monies owed to the Contractor. Internal manhole chimney seals shall be removed and disposed of by the Contractor as incidental to the work.

620.2 – EXCAVATION AND GRADING

1. GENERAL

Excavation and Grading work shall be performed in accordance with Section 205, 207, 208, 211, and 305 of the State Specs, except as modified herein, to the depths and thicknesses indicated on the plans. The removal of asphalt pavement shall be incidental to common excavation. In cases where asphalt pavement overlays concrete pavement, the removal of the asphalt shall be incidental to the concrete pavement removal item. References to Section 700 of the State Spec can be omitted unless otherwise noted in the plans or special provisions.

Excavation and disposal of excess material to the specified depth of the new pavement is required and will be paid for under the unit bid item for removals, but the removal of temporary pavement shall be considered incidental to the price of placing said pavement.

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The approaches to the street being graded shall be sloped as indicated on the plan or as directed in the field by the Engineer to reasonably accommodate any equipment or vehicles entering the site. The side slopes shall be graded at a 6-to-1 slope. If due to the existing grades a 6-1 slope cannot be achieved, the maximum permitted slope shall be 4-1 unless otherwise directed by the Engineer. The Contractor shall notify the Engineer where a maximum 6-1 slope cannot be achieved and obtain the variance in writing from the Engineer prior to grading.

All sidewalks shall be graded for four (4) inches of base aggregate dense unless otherwise noted.

2. EXCAVATION

Surplus excavation must be wasted by the Contractor, at their expense, in locations permitted to such disposal outside the right-of-way (unless otherwise indicated). The estimated quantity for grading is based on information provided by the cross-sections of the roadway and does not include the excavation or backfill for utility excavations. If a Common Excavation item is not included in the contract, backfilling and beveling along replaced pavement, sidewalk, driveway approaches, curb & gutter and other hard surface restoration is considered incidental to the contract.

Earth in excavation shall be removed to the proper cross section as shown or noted on the plans. The Contractor shall dispose of all excess earth not required in the Contract, and shall also dispose of earth not suitable in the judgment of the Engineer to be used in the work.

Large rocks, 6” in diameter or larger, and other obstructions shall be removed to a depth of not less than 2 foot below subgrade within the road bed or 3’ below the finished grade if outside the road bed. The cost of this work is to be included in the bid price for excavation.

3. EARTH FILL

Earth taken from excavation shall be placed in embankment to the proper cross section as shown on the plans. Such filling shall be placed in layers not to exceed 8 inches in depth and shall be uniformly spread and compacted in such a manner and with such equipment as is deemed acceptable by the Engineer. All sod and other vegetable matter shall be stripped from the ground surface before any filling operations begin. Material used in the preparation of the subgrade shall consist of suitable sand, clay, earth, or gravel, and be free from animal, vegetable, or any other organic matter.

The Contractor shall grade the area around the sidewalk to the proper cross section or depth noted for topsoil before paving. This work shall be done by hand methods

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or by use of equipment which, in the opinion of the Engineer, will not cause damage to the curb, walk, or trees. Backfill material placed between the curb and the lot line shall be free from roots, rocks, and construction debris, and shall be subject to the approval of the Engineer.

4. SUBGRADE

Before depositing stone, the Contractor shall shape the subgrade by scarifying, blading, leveling, and rolling as required to prove the required grade and cross-section Areas which are inaccessible to the roller shall be thoroughly compacted with a plate compactor. Use of plate compactors for utility frame adjustments is not permitted. The Contractor shall not do unnecessary hauling upon the finished subgrade. Any ruts or holes that develop during trucking operations in the subgrade or dense graded base shall be re-graded and compacted at the expense of the Contractor.

The Contractor shall conduct their operations so as to not expose the subgrade to precipitation that may cause the subgrade to become unstable. If the Contractor fails to protect the subgrade with the means and methods used, the Contractor shall bear all costs to stabilize or undercut the unstable material.

Subgrade under open graded base areas shall not be compacted or subjected to excessive construction equipment traffic prior to geotextile placement. Where erosion of subgrade has caused accumulation of fine materials or surface ponding, remove material with light equipment and scarify underlying soils to a minimum depth of 6 inches with a York rake or equivalent and light tractor. Fill and lightly re-grade any areas damaged by erosion, ponding, or traffic compaction before placing stone. Bed bottoms are level grade.

5. PROOF ROLL

The Contractor shall attempt to locate any soft or spongy areas in the subgrade using a method approved by the Engineer. Any soft or spongy areas in the subgrade must be removed and replaced with suitable material as directed by the Engineer prior to placement of the base aggregate and prior to any forecasted precipitation once the existing subgrade has been exposed. The Engineer may also require a proof roll of the dense graded base before paving operations begin.

6. EXCAVATION BELOW SUBGRADE (EBS)

Undercutting of unstable subgrade or base must be authorized by the Engineer. The volume of material removed will be determined either by direct measurement or markings on the subgrade/base measured by the Engineer. The Contractor shall make undercuts approximately 1 foot deep unless instructed otherwise by the Engineer. The aggregate used to fill the undercuts shall be as shown in the plans or

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as directed by the Engineer. Undercuts required due to subgrade exposure to precipitation shall be completed at the cost of the Contractor.

7. UNDERDRAINS

Underdrain installation shall conform to Section 612 of the State Specs unless otherwise noted.

In applications with open graded base for porous surfaces, such as asphalt or permeable pavers, the underdrain piping shall be perforated or slotted rigid PVC pipe manufactured in accordance with ASTM D-3034. Perforations shall be 3/8" on 12" centers.

8. GEOSYNTHETICS

Furnish and install geotextiles for subgrade separation and stabilization, drainage filtration, subgrade reinforcement, and under culverts and riprap as shown in the plans or directed by the Engineer. Geosynthetics shall conform to the requirements of Section 645 of the State Specs. The City may request samples for testing from the job site.

For applications with open graded base for porous surfaces, such as asphalt or permeable pavers, the Contractor shall provide non-biodegradable, nonwoven fabric made from 100 percent polypropylene staple filaments as manufactured by the following or an approved equal:

a) Carthage Mills - Series: FX-80HS.
b) TenCate Geosynthetics North America Mirafi - Series: 160N.
c) Propex Inc. - Series: Geotex 801
d) US Fabrics, Inc. - Series: 205NW

9. DENSE GRADED BASE

Dense graded base shall be 1-1/4 inch per section 305.2.1 of the State Specs, constructed to the thickness as shown on the plans or as directed in the field by the Engineer, and constructed in accordance with State Spec 305, except as noted herein, to the compacted thickness shown on the plans or stated in the proposal. All organic material shall be removed from the site of the work and shall not be used as part of the base or subgrade material, and this shall be considered incidental to the work.

a. MATERIALS

The 1-1/4 inch crushed aggregate shall conform to the following gradation requirements:

Table 1

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SIEVE SIZE	PERCENT PASSING BY WEIGHT
31.5mm (1 ¼ in.)	95 to 100
25mm (1 in.)	-
19mm (3/4 in.)	70 to 93
9.5mm (3/8 in.)	42 to 80
4.75mm (No. 4)	25 to 63
2.00mm (No. 10)	16 to 48
0.425mm (No. 40)	8 to 28
0.075mm (No. 200)	2 to 12

If the Contractor requests to use 1-1/4 inch recycled concrete in lieu of crushed aggregate and the request is approved by the Engineer, the 1-1/4 inch recycled concrete shall meet the gradations listed in Table 1 above.

The stone shall be shaped and thoroughly compacted to the specified thickness to at least 95% of maximum density.

b. PLACEMENT

Crushed dense graded base (gradation 1-1/4 inch) shall be placed and compacted to lifts no thicker than 6 inches until the overall thickness indicated by the plans is reached. Compaction shall be to 95% of maximum density per section 305.3.2 of the State Specs. Soft or yielding spots must be reworked or removed, replaced, and rolled until the dense graded base is uniformly compacted over its entire length and width with no tendency to ravel.

Where the contract specifies or allows 1 ¼-inch base, do not place reclaimed asphalt or blended materials below virgin aggregate materials unless the Engineer allows in writing.

c. PAYMENT

No payment will be made for dense graded base quantities exceeding 125% of the final estimated quantities as computed by the City unless additional earth excavation has been approved by the Engineer. Dense graded base may be incidental to some items in the contract and will not be paid under the Dense Graded Base bid item, if present in the contract.

10. OPEN GRADED BASE

Open Graded Base shall be constructed to the thickness as shown on the plans or as directed in the field by the Engineer, and constructed in accordance with State Spec 310, except as noted herein.

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a. Materials

Crushed stone shall contain a minimum of 90% fractured faces and have a LA Abrasion of less than 40 per ASTM C 131. Do not use rounded river gravel for vehicular applications. All stone materials shall be washed with less than 2% passing the No. 200 sieve.

Gradation Requirements:

Table 1
ASTM No. 57 Base

SIEVE SIZE	PERCENT PASSING BY WEIGHT
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No.8)	0 to 5

Table 2

ASTM No. 8 Base

SIEVE SIZE	PERCENT PASSING BY WEIGHT
12.5 mm (1/2 in.)	100
9.5 mm (3/8 in.)	85-100
4.75 mm (No. 4)	10-30
2.36 mm (No.8)	0-10
1.16 mm (No. 16)	0-5

Table 3
ASTM No. 2 Subbase

SIEVE SIZE	PERCENT PASSING BY WEIGHT
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

Gradation Requirements for open graded aggregates not specifically listed in Tables 1 through 3 above shall conform to Section 310 of the State Specs, if not defined elsewhere in the plans or these specifications.

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621– CONCRETE CONSTRUCTION

621.1 GENERAL PROVISIONS FOR CONCRETE CONSTRUCTION

Concrete construction shall conform to Sections 415, 416, 501, 601, and 602 of the State Specs, except as modified herein. All concrete provided shall be Grade A or Grade C concrete with class C fly ash being the only acceptable Supplemental Cementious Material (SCM). Grade E shall only be used in locations shown in the plans or directed in writing by the Engineer. Quality Control (QC) field testing referenced in Section 700 of the State Specs for concrete is not required unless otherwise noted within Section 600 or Section 601 of these specifications. Voluntary QC field testing may be done at the Contractor's own discretion and own expense. The City will perform QV testing as noted in these specifications.

The Engineer reserves the right to reject any concrete at the Contractor's expense that does not reasonably meet the mix specifications, or is not reasonably workable enough to be properly placed in areas including, but not limited to, corners and angles.

If required by the City, the Contractor shall provide "high-early strength" concrete at the rate listed in the Schedule of Fixed Extras for the specified pavement type unless it is a specific bid item.

The Contractor will be required to remove all broken concrete, excess dirt, debris, and any other materials resulting from the work and dispose of it with their own resources at the Contractors own expense.

The Contractor particularly warrants and agrees, when signing this contract, that they will replace, within a year after **final acceptance** of the work under the contract, any pavement, curb, walk, stairs, or driveway that develops pop-outs, scaling, spalling of the surface, structural defects, or any other nonconforming defects as determined by the Engineer.

1. CONCRETE MARKING STAMPS

   The Contractor shall mark the ends of each portion of concrete work with a stamp that shall show "City of Wauwatosa", the year in which the work was placed, and the name of the contracting company that performed the work. All concrete work shall be marked including but not limited to, pavement, curb and gutter, sidewalk, and driveway aprons. Failure by the Contractor to properly mark the concrete or if the stamp is missing or contains incorrect information, the Contractor will be required to remove and replace the concrete from joint to joint or as otherwise determined by the Engineer.

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2. TUNNELING

Tunneling under curbs and sidewalks is optional and at the expense of the Contractor, unless otherwise stated. However, should any subsequent cracking, subsidence, or any other indication of failure occur within the warranty period, the damaged section shall promptly be replaced by the Contractor at no additional cost to the Owner. Tunneling under pavement is not permitted.

621.2 MATERIALS

1. CONCRETE

The grade and class of all concrete used shall conform to Grade A or Grade C of the State Specs (excluding all SCMs other than class C fly ash) so a minimum compressive strength of 3600 pounds per square inch is developed in 28 days of curing. Where the plans call for Special High Early Strength (SHES) Concrete Pavement, the contractor shall conform to the requirements of 416.2.5 of the State Specs. Other grades may be used only with the written approval of the Engineer. The use of a water reducing admixture is subject to Section 501 of the State Specs. The Contractor shall provide a list of concrete mix product codes, admixture product information sheets, and their relative WisDOT concrete grades from the concrete supplier.

a. COLORING AND STAMPING CONCRETE

Coloring and Stamping Concrete, where shown in the plans, shall conform to the requirements Section 405 of the State Specs.

2. TYPE B AGGREGATE SLURRY BACKFILL ALONG CURB FLANGE

When indicated in the plans to slurry backfill along the curb flange, the slurry backfill should conform to Section 6.43.9 of the Standard Specs, *with the addition of one bag of fly ash* per cubic yard. The mix shall be deposited in the trench directly from a concrete transit mix truck.

3. REINFORCING STEEL

Provide reinforcing steel as specified that conforms with Section 505 of the State Specs.

4. EXPANSION JOINTS

Joint material shall conform to 415.2.3 of the State Specs.

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5. CURING COMPOUNDS

   Liquid Membrane-Forming Curing Compounds shall conform to the requirements of Section 415.2.4 of the State Specs. Curing compounds shall be used on all concrete pavements and ancillary concrete such as, but not limited to curbs and gutter, walks, and drive approaches.

6. JOINT SEALING

   All joints shall be sealed with a hot applied joint sealant conforming to the Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements, ASTM Designation D6690, type II. A Certification of Compliance shall be furnished to the Engineer prior to application.

621.3 FORMS

Forms shall be used when concrete is not being poured against existing pavement. The construction of sidewalks without forms is prohibited. The side pitch of sidewalks shall be ¼ inch per foot and shall slope toward the street unless otherwise noted or shown in the plans.

The forms shall be clean, straight, of sufficient strength to resist springing out of shape, and an approved type of metal or wood extending the full depth of the concrete, and shall be equipped with fastening devices to prevent movement in any direction. All foreign material shall be removed from forms that have been previously used. Flexible forms of an approved type shall be used for all inside radii under 200 feet. Flexible face/outside forms shall be used on radii of less than 300 feet. When flange forms without a bar recess are used, the Contractor shall provide a metal parting strip for the reinforcing steel so that the steel will be fully exposed when the forms are removed, or drill in the rebar at their own expense when the concrete is hardened.

All rubble, broken concrete, and other debris shall be removed from the area between the curb and lot line before the curb forms are set.

The forms shall be set upon the prepared subgrade to proper line and grade and firmly staked in position. Areas which are inaccessible to a mechanical vibratory roller shall be compacted by using an approved mechanical compactor. Non-mechanical compaction methods will NOT be permitted. Before steel reinforcing or concrete is placed, the contact surfaces of the forms shall be cleaned and oiled.

The Contractor must continually have, in advance of the concrete pour, at least 200 linear feet of form setting, fine grading, and compacting completed for inspection.

For pavement and sidewalk, forms and form pins shall not be removed for at least 4 hours after the concrete is finished, unless approved by the Engineer. The removal

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of forms and form pins shall be at a time and in a manner which will not cause damage to the newly poured concrete.

Where finishing machinery is to ride on the forms, the Contractor shall use an approved type of “Road” form. The foundation under the forms shall be firm and cut true to grade so that the form, when set upon, will be firmly in contact for its whole length and at the desired grade. The material under the forms shall be mechanically tamped so no settlement or springing of forms under the finishing equipment occurs.

The Contractor shall, at their own expense, repair lighting systems which are damaged by their form pins. Refer to Section 605 of the City Specs for repair requirements.

1. ADJUSTING UTILITY FRAMES AND WATER VALVES

    a. ADJUSTING UTILITY FRAMES

        Concrete around utility frames, water valves, or any other fixtures shall not be placed until such frames and fixtures have been accurately adjusted, properly secured, and set to the required alignment and grade by the Contractor.

        For concrete paving, the practice of boxing out covers and then placing adjacent concrete promotes random cracking and will NOT be permitted. Whenever possible, the frames may be adjusted and set to grade on a full bed of mortar in advance of the paving operation or curb and gutter placement (except of asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer(s) of hot mix asphalt pavements is completed). Otherwise frames shall be “wedged” high enough during concrete paving that the aggregates in the agitated concrete mix can move freely under the frame, and thus allow the frame to sit on solid concrete.

        If the condition of the structure to be adjusted requires masonry repairs beyond 6 inches of vertical feet from the bottom of the frame, the additional repairs beyond this limit shall be paid per the relevant bid item, or if no bid item exists the Fixed Extra rate.

    b. ADJUSTING WATER VALVES

        The Contractor shall furnish all labor and equipment necessary to adjust all water valve boxes within the street right-of-way within the actual work limits. This work requires the boxes to be placed at finished grade and be operational.

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After the concrete is installed, if the City Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the Contractor will be required to perform all work necessary to correct the condition with materials, and make the valve operational at the Contractor's own expense within 5 days of notification by the City.

c. SURFACE REQUIREMENTS

The Contractor shall set the frames, grates, lids, and water valves accurately so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements.

Place a 6 foot straightedge over the centerline of each frame or water valve parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the two measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the City will allow the frame to remain in place but shall pay only 50% of the contract unit price for adjusting catch basin frames, manhole frames or water valves. If the frame is higher than the adjacent pavement, then make the two measurements at each end of the straightedge and average them. Frames protruding more than 1/8 inch above the pavement grade shall be reset based on the average.

After the concrete is installed, if the City Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the Contractor will be required to perform all work necessary to correct the condition with materials, and make the valve operational at the Contractor's own expense within 5 days of notification by the City.

621.4 PLACING CONCRETE

After all the form work has been completed and inspected, and before placing concrete, the forms shall be oiled, checked for correct line and grade, and the compacted base checked for correct elevation. All debris shall be removed from the pouring area. The compacted base shall then be sprinkled with sufficient water to thoroughly dampen it.

The concrete shall then be placed in as nearly a continuous operation as possible to the proper height, consolidated, and stuck-off flush with the top of the forms in a manner which the Engineer finds satisfactory. No concrete that has partially hardened or been contaminated by foreign material shall be deposited on the work, nor shall re-tempered concrete be used. The Engineer reserves the right to reject any nonconforming concrete at any time.

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2. EXPANSION JOINTS

Expansion joints of ½ inch thick material, i.e. “felt”, shall be used at any location where sidewalks abut other buildings or pavements, e.g. driveways and curb heads, or any other location as directed by the Engineer. They shall also be placed approximately every 100 feet or as directed by the Engineer when pouring continuous, new sidewalk. Expansion joints in curbs shall conform to 601.3.6 of the State Specs. Unless otherwise directed by the Engineer, place expansion joints at 3 feet on either side of an inlet frame. The Engineer may further decide to have expansion joints placed at any spot and in any thickness where they see fit, and **at all locations the expansion material must be to the full depth of the cross section.**

Expansion joints are also required around any hydrant, power pole, light pole base, or structure next to which concrete is being poured, and at any other location as directed by the Engineer. Felted isolation box outs around applicable items above shall be 30” x 30” unless otherwise shown in the plans or directed by the engineer.

3. TIME OF HAULING READY MIXED CONCRETE

Concrete shall be discharged at the work site within 1-1/2 hours after the cement has been added to the water and/or the aggregates, except for high-early strength concrete mixes which shall be discharged within 45 minutes of water added to cement and SHES concrete shall be discharged per the requirements in 416.2.5 of the State Specs. The Engineer, at their discretion, may still choose to reject loads at the Contractor’s expense if the discharged concrete does not appear to reasonably meet the mix specifications, regardless of whether the allotted discharge time for that mix type has passed.

4. SIDEWALK

Sidewalks shall be a minimum of 7 inches thick at alleys and driveways and 5 inches thick at all other locations unless otherwise noted in the plans or directed by the Engineer.

The cross-slope of the walk shall be ¼ inch per foot (approximately 2%) unless otherwise directed or shown on the plans.

The detectible warning fields used in pedestrian ramps shall be **cast iron of a natural patina** finish unless otherwise directed by the Engineer. Warning fields with coatings of any kind are not allowed unless directed by the Engineer. Installation shall conform to the manufacturer’s recommended procedures.

The surface of sidewalk construction shall be finished by troweling and brushing, and sidewalks shall be 5 feet wide unless otherwise noted or directed by the Engineer. The Contractor must provide compacted crushed aggregate when

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necessary to fill up to subgrade for walk construction. Compacted crushed aggregate is to be considered incidental to the work unless otherwise stated as a separate bid item. Expansion joints must be used where sidewalks abut any other pavement or as directed by the Engineer. All joints must be hand cut. Where sidewalk is being installed on a radius of less than 250 feet flexible forms shall be used.

Where non-continuous walk removal and replacement is encountered, the Contractor shall replace the walk sections within 4 business days after removal. In the case of walk abutting commercial properties such as hospitals, churches, businesses, schools, or as directed by the Engineer, the walk shall be replaced within 1 calendar day. Backfilling and cleanup at each work location shall be completed within 5 business days after the finishing operation. Extensions to these deadlines may be made with written approval of the Engineer. Requests to use temporary access must be submitted to and approved in writing by the Engineer. Temporary access shall be at the Contractor's expense unless otherwise explicitly noted in writing by the Engineer.

a. TREE ARCS

Where "half moon" tree arccs are required, roots shall be cut manually, using only hand tools, after the adjacent concrete slabs have been removed. Manual root cutting shall be performed along the line needed to accommodate the flexible form used to construct the tree arc. Non-manual means to cut roots shall not be permitted unless otherwise approved in writing by the Engineer.

Contractor shall make every effort to safeguard and preserve all trees and tree roots not within the limits of root removal specified and/or approved by the Engineer.

b. ROOTS OUTSIDE OF TREE ARCS

Tree roots at sidewalk slabs marked with a "T" not at tree arcs shall be cut by the contractor at six (6) inches outside of the sidewalk area using hand tools, a root cutting machine, or other engineer approved method. Machine root cutting must be completed prior to removing adjacent concrete slabs. Root cutting using hand tools may be done after the adjacent concrete slabs have been removed.

Machine cuts shall be made along the length of the slabs only where slabs are marked for removal with a "T" due to root damage. Root cutting before slab removal is not allowed at any other locations. Cuts shall be made perpendicular to the lenth of the root and shall be done in a manner so as not to splinter the wood. Cutting depth shall be nine (9) inches from the proposed sidewalk surface.

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5. DRIVE APPROACHES

The drive approaches and drives shall be constructed so the width at the sidewalk edge is equal to the width of the private portion of the driveway, or as directed by the Engineer. The approaches and flares for approaches shall be placed as directed by the Engineer (typically 3 feet from the start of the flare to the start of the transition), and the transitions in the curb head from the bottom of the driveway to the end of the flare shall be 1 foot unless otherwise directed by the Engineer. The shape shall be as marked by the Engineer.

The Engineer may require moving replacement service walks and adjusting driveways. The Contractor shall leave curb openings for driveway approaches as indicated and as further directed by the Engineer. Approaches shall have expansion joints where they abut other pavements and sidewalk, unless otherwise directed by the Engineer.

All approaches, including at alleys, shall have a minimum of 7 inches of concrete and 6 inches of mechanically compacted crushed recycled aggregate unless otherwise noted or directed by the Engineer.

Backfilling and cleanup at each work location shall be completed within 5 business days after the finishing operation, unless otherwise approved by the Engineer.

6. CURB & GUTTER

All curb heads must be 7 inches thick and 6 inches high (to the gutter line), with a 24 inch wide gutter and 1-1/4 inches in the pan, unless otherwise shown in the plan. Refer to the “Concrete Curb and Gutter Detail” in the plans for more information. One (1) inch expansion material shall be installed at 3’ from the edges of inlets and catch basin castings. When abutting asphalt pavements, curb joints shall be 10-12 foot intervals, except as specifically noted in the plans and special provisions, or as directed by the Engineer. One (1) inch expansion material is required at the end of all radius points at intersections or sharp curves in the street and at a maximum interval of 300’.

Honeycombing occurring along the back of the curb and the flange face shall be pointed with mortar (1 part Portland Cement to three parts Fine Aggregate) after removal of the forms. All excess concrete behind the curb shall be removed before backfilling.

7. CONCRETE STEPS

The existing concrete step shall be completely removed and new step formed and poured.

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The dimensions of the new step shall match the existing one as closely as practicable, however the Engineer may change the final dimensions as they see fit. Any reinforcement for the step(s) required by the Engineer shall be considered incidental to the contract. No additional payments shall be made for any concrete required by a change in dimensions.

8. SLIP FORM MACHINES

During slip-form construction, the Contractor shall not leave up overnight the lines which control the machine sensors ("string line") unless authorized by the Engineer. If permitted, the Contractor shall take all measures to ensure the string line is visible and shall verify that the line and grade is correct prior to beginning or continuing slip-form construction.

The Contractor may, with prior approval of the Engineer, elect to use a machine for placing, forming, and consolidating concrete pavement and ancillary concrete. The resulting concrete work shall be of such quality as to equal or exceed that produced by hand methods.

Before pouring with the slip form machine, the following should be checked by the Contractor: the tracing area shall be uniformly graded so as not of produce undue stress on the self-leveling mechanisms, the machine must have an operational, calibrated variable slope control in order to vary the flange or widening pitch, and **the cross-section of the slip form machine shall be the cross-section called for on the plans**. All vibrators must be operational and the machine must be set at the correct line and grade.

Curb and gutter machinery and/or machines which form integral curb and pavement shall not be utilized to construct curbs with a radius of 30 feet or less.

Supports for the line and grade control line shall have a maximum spacing of 25 feet.

If machine methods are used for forming and finishing curb and gutter, the Contractor may saw contraction joints approximately 1/8th inch thick and 2 inches deep, cut to the cross section of the curb. The equipment used in sawing shall meet the approval of the Engineer. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before any cracking takes place in the concrete.

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621.5 CONCRETE JOINTS

The depth of joints must be 1/3 the thickness of the pavement. Joints in the curb section must be a minimum of 2 inches deep. Joints in pavement and curb section shall be sawed unless otherwise permitted by the Engineer.

Contraction joints shall be cut in drive approaches as specified and shown on the plans or details, or as directed by the Engineer at a minimum depth of 1-3/4 inches.

Sawing expansion joints and joints in sidewalks is prohibited.

Any required tie bars shall be considered incidental to any concrete work

1. PAVEMENT

   Transverse joints in concrete pavement are required at 10-15 foot intervals as directed by the Engineer, except as otherwise indicated. The Engineer may require joints to vary to match the center of a driveway, utility cover, or any other structure as they see fit. Curb joints must match pavement joints.

a. CONSTRUCTION JOINTS: Shall be constructed at the formed edges of all pavement slabs. Reinforcing bars, No. 4 bar x 30 inches long deformed bars shall be placed at 30 inch centers midway between the top and bottom of the slab. The ends of the rods shall be bent down or suitable chairs provided so that the main portion of the bar is parallel to the surface of the slab. The reinforcing bars shall be straightened after the forms are removed and before the adjacent slab is poured. Transverse constrution joints with pavement thicknesses 8" or greater shall be doweled.

Construction joints shall be provided at the end of each day's pour or at locations where the interval of time between loads of concrete exceeds 1 hour. Construction joints shall be constructed only at regular planned joint locations.

b. CONTRACTION/TRANSVERSE JOINTS: All transverse joints shall be installed at right angles or radial to the centerline of the pavement unless otherwise shown in the plans or directed by the Engineer. Contraction joints shall be provided at approximately 10-15 foot intervals or as directed by the Engineer. The joint spacing and the decision concerning the location of sawed or formed contraction joints shall be entirely at the discretion of the Engineer. Pavement thicknesses 8" thick or greater shall be doweled.

Sawed contraction joints shall be provided to a depth of 1/3rd of the pavement thickness by using a blade that cuts approximately 1/8th of an inch in width. During the finishing sequence, hand cut joints shall be provided at a minimum of approximately 80 foot intervals. The length of time between the finishing of

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the concrete and the sawing of joints shall not exceed 12 hours for transverse joints and 24 hours for longitudinal joints. “Soft-cut” or other methods for the construction of contraction joints shall be subject to the approval of the Engineer prior to their use.

c. LONGITUDINAL JOINTS: Reinforcing bars, No. 4 bars x 30 inches in length, shall be placed at 36 inch centers midway between the top and bottom of the slab during pouring. Longitudinal joints shall be constructed as and in the locations shown on the plans. Joints shall be true to line and perpendicular to the surface of the pavement. Longitudinal joints may consist of construction joints where new work joins work previously completed. All other longitudinal joints shall be constructed by sawing in accordance with the plans, or any method approved by the Engineer.

The equipment used in any sawing of joints shall meet the approval of the Engineer. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before any cracking takes place in the concrete.

d. BASE PATCHING:

Base Patching Construction shall conform to the State Specs 390.3 for concrete patching and as modified by these specifications. Base patching shall use grade A concrete, grade B concrete is not permitted. A minimum of 6 inches in depth of 1 ¼ inch base aggregate shall be placed prior to pouring the concrete base patch. Base aggregate shall be incidental to the base patching Item(s) unless otherwise noted in the plans.

Base Patching shall be tied with reinforcing bars, No. 6 x 12 inches in length at 30 inch centers midway between the top and bottom of the slab, on all sides to the existing concrete. Transverse joints in base patching for pavement thicknesses 8 inches thick or greater shall be doweled at intermediate joints within the repair area and at construction joints where matching transverse joints in the existing/adjacent pavements. Required reinforcing bars and dowel bars shall be included within the costs of the Base Patching item(s).

e. CONCRETE REPAIR AND REPLACEMENT:

Concrete Pavement Repair and Replacement shall conform to the State Specs 416.3.7 and as modified by these specifications. The existing base shall be removed and new 1 ¼ inch base aggregate a minimum of 6 inches in depth shall be placed unless otherwise noted in the plans or approved by the Engineer. Base aggregate shall be incidental to the Concrete Pavement Repair and Replacement item(s) unless otherwise noted in the plans.

Transverse joints in Concrete Pavement Repair and Replacement for pavement thicknesses 8 inches thick or greater shall be doweled and dowels shall be

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included in the costs of the Concrete Pavement Repair and Replacement item(s). Reinforcing bars, No. 6 bars x 12 inches in length, shall be placed at 30 inch centers midway between the top and bottom of the slab along longitudinal joints. Required reinforcing bars and dowel bars shall be included within the costs of the Concrete Pavement Repair and Replacement item(s).

2. CURB & GUTTER

   When concrete curb and gutter abuts new concrete pavement, contraction joints shall be constructed coincident with pavement joints at approximately 10-15 foot intervals or as directed by the Engineer. Contraction joints abutting other pavement types other than concrete shall be placed at approximately 10 foot intervals or as directed by the Engineer. Joints are required at the beginning and end of each radius. Trim ends of existing curbs to be joined to a vertical plane.

   The curb and gutter section shall be tied to the concrete pavement or concrete base by reinforcing tie bars, with spacing no greater than 30 inches on center. Curbs shall be tied in at the pan only – no rebar shall be installed in the curb head. Parting strips shall be used when practicable or as directed by the Engineer. The Contractor may elect, at their own expense, to drill in tie bars after the concrete has hardened. The cost of reinforcement shall be included in the price for curb and gutter. **Tie bars between existing and proposed curbs shall be in the flange/gutter only and NOT in the curb head.**

   Backfilling behind curb and gutter is considered incidental to the work.

3. SIDEWALK

   Joints shall be tooled in at a minimum of 1-3/4 inches deep. Joints for sidewalks shall be cut at approximately 5 foot intervals unless directed otherwise by the Engineer.

621.6 FINISHING

A metal straightedge must be used on the gutter lines along driveway openings. The curb and gutter crew must also be provided with templates or "gauges" in order to obtain the proper depth from the top of a back form to the top of the concrete along driveway openings. At said driveway openings, construction procedure must provide a smooth and uniform vertical plane along the back in order to receive the expansion joint material. The height of this back edge shall be level with the flange edge of the curb unless otherwise directed by the Engineer.

Excessive troweling and watering will not be permitted. Surface applications to hasten hardening are prohibited. Patching will not be permitted except upon approval of the Engineer.

All concrete construction shall have applied approved curing compounds as stated in Section 415.2.4 of the State Specs, forming emulsions or emulsifiable

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concentrates for curing and protection of concrete surfaces, as soon as practicable after the surface water sheen has disappeared from the fresh concrete. Costs shall be included with the price of the concrete.

The Contractor shall make an impression of an arrowhead in the concrete curb to indicate the location of all new and existing street lighting conduit crossings, which shall be incidental, or they may elect to grind in equivalent arrows after the concrete has hardened. Marking of all new and existing street lighting conduit crossings shall be incidental to the contract.

The alignment of the curbs in existing streets must be matched in all locations. The proposed dimension at the sidewalk for each new concrete approach is indicated on the plan or marked in the field by the Engineer. All portions of non-concrete service walks necessarily disturbed for the curb construction must be salvaged and piled in such a manner as to protect them from damage during the work and shall be replaced in kind when work is complete, except concrete walks indicated by the Engineer for removal and new replacement. This work shall be incidental unless otherwise noted in the plans or directed by the Engineer.

The Contractor shall provide for a minimum of one finisher to remain on the project site after final finishing of all concrete until such time as said concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. An unreasonable amount of leaf imprints will be considered nonconforming. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above. The cost for providing the finisher(s) and necessary equipment and materials shall be considered incidental to the contract unit price for each specific concrete item.

1. PAVEMENT

    a. GENERAL

    The sequence of operations shall be strike-off, consolidation, screeding, float finishing, straight-edging, and final surface finish. The machine method of strike-off and consolidation shall be employed, except for those areas where the slab width is variable for strips or lanes of pavement uniformly less than 10 feet in width, and other areas where the use of machine methods is impractical, as determined by the Engineer who will then allow hand methods. All finishing equipment and tools shall be cleaned immediately after use and kept clean so as to maintain such equipment in satisfactory condition during use. The Contractor shall provide whatever assistance is requested by the Engineer to check the adjustment and operating condition of the machine.

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b. MACHINE STRIKE-OFF

1. After the concrete is deposited, the surface of the pavement shall be struck off by the use of an approved type of finishing machine. The screeds shall be adjusted to the grades indicated on the plans. The surface of the pavement shall be struck off a sufficient number of times to form a consolidated mass of concrete with a mortar surface at finished grade.

2. Immediately after the last pass of the finishing machine, the surface of the pavement shall be floated by the use of an approved mechanically operated float or a “pan” attached to the finishing machine. Each type of float finisher shall be in first class mechanical condition, adjusted to conform to required crown and grade and shall be capable of producing the required surface finish. The width of the “pan” type of float shall be less than the width to be paved.

3. The finishing of the pavement shall comply with the provisions of “Hand Strike-Off” as described in section “c” below. Unless otherwise specified, provide a final finish with an Engineer approved artificial turf drag or equal. Use a drag made of molded polyethylene with synthetic turf blades approximately 0.85 inches long containing approximately 7200 individual blades per square foot. Use a seamless strip of artificial turf approximately full pavement width and of sufficient size that during the finishing operation approximately 2 feet of turf, measured parallel to the pavement centerline, is in contact with the pavement surface. Pull the drag with an Engineer approved device that allows control of the time and rate of texturing. Operate the drag in the longitudinal direction to produce a finish acceptable to the Engineer. Weight the drag as necessary to maintain contact with the pavement. Keep each drag clean and free of particles of hardened concrete. Replace the drag as necessary to produce the desired finish.

4. All edges of each slab, including the edges of the joints, shall be floated by hand and finished with an edging tool with a ½ inch radius. At the proper time, depending upon the rate of set of the concrete, the contraction joints shall be re-cut and the finishing of the joints completed. The completed pavement surface, including areas at expansion and contraction joints, shall not deviate more than 1/8th of an inch from the edge of a 10 foot testing device.

5. SLIP FORM MACHINE STRIKE-OFF: Before constructing pavement with slip form machines, the following shall be checked by the Engineer and Contractor: the tracking area shall be uniformly graded so as not to produce undue stress on the self-leveling mechanisms. The machine must have an operational, calibrated, variable slope control. The machine must

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have the ability to produce a cross section complying with the required crown sections shown on the plans or in the special provisions.

All vibrators must be in good operating condition. Slumped edges must be immediately corrected by the use of forms. In all cases, the use of the slip form machine shall produce a continuous cross section as shown on the plans. The use of hand methods in conjunction with the slip form equipment may be allowed only with the permission of the Engineer. The Engineer reserves the right to reject the use of this machine.

c. HAND STRIKE-OFF

1. After the concrete is deposited, the surface of the pavement shall be struck off with an approved type of screed that is cut to the required form of the pavement surface. A mechanical vibrator shall be attached to the screed. The surface of the pavement shall be struck off a sufficient number of times to form a consolidated mass of concrete with a mortar surface at finished grade.

2. The entire surface shall then be floated by means of a long handled float until all surface irregularities are corrected. The pavement must then be checked by pulling a 10 foot metal straight edge over the surface. For this purpose, the Contractor shall furnish and use an accurate 10 foot straight edge with a handle at least 3 feet longer than one-half the width of the slab. The straight edge shall then be held in successive positions parallel to the street centerline in contact with the surface and the whole area gone over from one side of the slab to the other as necessary. Advance along the street in successive stages of not more than one-half the length of the straight edge. Any depressions found shall be immediately filled with fresh concrete, struck off, consolidated, and refinished. Projections also shall be struck off and finished. The straight edge testing and refloating shall continue until the entire surface is found to be free from observable deviations or irregularities and the slab has the required grade and contour. Following this, the pavement shall be finished by dragging a seamless strip of artificial turf or a broom over the full width of the pour. This operation shall be done at such times and in such a manner that will produce a surface texture satisfactory to the Engineer.

3. All edges of each slab, including the edges of the joints, shall be floated by hand and finished with an edging tool with ½ inch radius. At the proper time, depending upon the rate of set of the concrete, the contraction joints shall be re-cut and the finishing of the joint completed. The completed pavement surface, including areas at expansion and contraction joints, shall not deviate more than 1/8th of an inch from the edge of 10 foot testing device.

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4. CONCRETE BASE

   a. After depositing the concrete, the surface of the pavement shall be struck off with an approved type of screed that is cut to the required form of the pavement surface. A mechanical vibrator shall be attached to the screed unless otherwise allowed by the Engineer. The surface of the pavement shall be struck off a sufficient number of times to form a consolidated mass of concrete with a mortar surface at the depth below finished grade as indicated on the plans. A finishing machine will not be required unless stipulated in the Special Provisions.

   b. The entire surface shall then be floated by means of a long handled float until all the surface irregularities are corrected.

   c. Concrete Base to receive a asphalt overlay does not require a broomed finish and shall not have curing compound applied.

2. SIDEWALK

   After deposing the concrete, the surface of the walk shall be struck off at finished grade with an approved type of screed. A mechanical vibrator shall be attached to the screed if directed by the Engineer.

   The surface shall then be worked with metal floats until a uniform mortar surface is obtained. A hand float operated in a circular motion shall be the final floating operation. Immediately after the water glaze or sheen has disappeared, the surface troweling shall be performed with a rectangular steel trowel operated by hand in a circular motion. The application of neat cement to the surface is prohibited.

   As soon as the concrete will retain its shape, the joints shall be re-cut with the jointer and the edges of all slabs rounded with an edging tool having ¼ inch radius. After all troweling and edging is completed and the concrete has attained a partial set, the surface shall be brushed with a damp, soft bristle brush.

3. CURB & GUTTER

   Immediately after depositing and spading the concrete, the exposed surfaces shall be floated with metal floats, troweled, and edged. As soon as the concrete has sufficiently set, the face forms shall be removed and separator plates withdrawn. All exposed surfaces shall be checked with a clean metal straight edge 10 feet in length. All deviations shall be immediately corrected. The edges along the back of curb, flange, and the joints shall be finished with suitable tools.

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The radii at the top and bottom of the curb face shall be rounded with special tools that fit the cross section. All exposed surfaces shall then be troweled smooth.

As soon as partial set has taken place and the water glaze or sheen has disappeared, the surface shall be brushed lightly with a damp, soft bristle brush.

621.7 CURING TIME AND CLEANUP

Before opening the street to vehicular traffic, the Contractor shall clean the area of all forms, lumber, dirt, and other debris to the satisfaction of the Engineer.

The newly placed concrete shall be protected from carrying vehicular traffic until sufficient curing time has elapsed to permit traffic to use the area, i.e. when the concrete reaches 3000 psi or more in compressive strength. If new concrete is opened to traffic before the results of cylinder breaks are delivered, and the strength is found to be below 3000 psi on the day traffic was first allowed, to be determined by the Engineer, the City may require the Contractor to credit the project all or part of the cost for the concrete work since such pavement would be nonconforming. In severe cases the City may direct the Contractor to remove and replace the pavement at the Contractors own expense.

When a concrete saw has been utilized to cut joints, the Contractor will be required to clean the area of all forms, lumber, dirt, and other debris. All debris and residue created by the sawcutting shall be removed in accordance with Section 620.1.3 of the specifications.

The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the work, and shall remove all surplus and discarded materials, rubbish, and temporary structures from the right-of-way and any adjacent properties to the satisfaction of the Engineer. The Contractor shall restore all work completed under other previous contracts which has been damaged by the Contractors operations, in a manner in conformance with the specifications for the item(s) involved.

All cleanup, repair, and restoration work shall be considered incidental unless otherwise indicated as separate bid items in the proposal.

621.8 CONCRETE WORK DURING COLD WEATHER

Concrete shall be placed in accordance with Section 415 of the State Specs. The Engineer, at their discretion, may order the concrete work to cease, irrespective of air temperature, if it is anticipated that the temperature and/or wind chill will drop below freezing.

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The Contractor shall remove and replace at their expense any concrete damaged by frost or freezing, irrespective of the fact that the Contractor may have had the approval of the Engineer to pour said concrete.

When concreting during cold weather, the water and the aggregates in the concrete mixture may be heated. When specifically allowed by the Engineer, the Contractor may use magnesium free calcium chloride as an admixture in the concrete at their own expense. The maximum quantity to be used shall not exceed 1% of the cement content of the mix.

Other methods of protection from freezing may be used with the written approval of the Engineer.

All costs, including but not limited to associated with cold weather concrete work shall be at the expense of the Contractor, unless specifically called out as a base bid item. If cold weather protection for concrete is required, the covering shall remain in place for the full duration of the concrete curing period when temperatures fall within ranges requiring concrete to be covered.

621.9 JOINT SEALING

Joint Sealing shall consist of cleaning the joint in preparation for sealing and sealing all contraction and expansion joints in the concrete pavement with a hot applied joint sealing material. The work shall conform to the plan details and as follows.

Joints shall not be sealed until they have been inspected and approved by the Engineer. All contraction and expansion joints in concrete pavement shall be sealed with a hot-poured sealer. All sawed transverse and longitudinal joints shall be sealed with a hot-poured sealer.

The operation of sealing shall be performed as soon as practicable upon elapse of the curing period and, in any event, prior to the time traffic of any kind uses the pavement unless otherwise approved by the Engineer. Application of the joint sealer shall be made when the joint surfaces are clean and dry.

1. Immediately before sealing the joint, thoroughly clean the joints of all laitance, curing compound, and other foreign material. Exposed joint faces shall be cleaned by sandblasting or water blasting with sufficient pressure to thoroughly and completely clean the joint. A multiple-pass technique shall be used until the surfaces are free of material that might prevent bonding. For the final cleaning immediately prior to installation of the sealer, the joints shall be blown clean with oil-free compressed air. The joint faces must be surface dry when sealant is applied.

2. The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank,

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constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The heating kettle shall be equipped with a mechanical agitator, positive temperature control, and an approved dial thermometer for checking temperatures of the compound. The heating kettle, if and when operated on concrete, shall be properly insulated against the radiation of heat to the concrete surface.

3. The sealing compound shall NOT be heated above the maximum safe heating temperature as specified by the manufacturer. Any material heated above the maximum safe heating temperature shall be discarded.

4. Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operations. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10° F below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening **without overflowing on the adjoining surface and when finished** and, after shrinkage, the sealer is approximately flush with the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in two pourings. At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage, but not later than one hour after the first pouring.

621.10 TESTING

The Engineer may, at any time, perform one or a combination of concrete tests including, but not limited to, strength, air content, slump, and temperature as they see fit. The Engineer may also perform plant inspections and source material testing in accordance with the State Specs. The Contractor is free to perform their own testing at their own expense whenever they choose.

Should the Engineer perform testing but the Contractor chooses not to test on their own, the Contractor waives their right to dispute any testing results, except in cases where gross negligence of acceptable industry methods was documented. The Contractor is solely responsible to cast strength cylinders for their use to determine the permissible timing to reopen concrete pavements, approaches, and sidewalk to use that they determine necessary and/or to meet specific contract requirements. If strength cylinders are not cast, the contractor shall not open concrete to traffic until

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the concrete has accrued the specified number of curing days as outlined in section 415.3.15 of the State Specs.

621.11 PAYMENT

1. THICKNESS TOLERANCES

Payment adjustments for thickness for any pavement items, including but not limited to streets, alleys, walks, and drives, may be made in accordance with the table shown below, at the discretion of the Engineer:

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Bid Price Allowed
0.00 to 0.25	100%
0.26 to 0.35	80%
0.36 to 0.45	72%
0.46 to 0.55	68%
0.56 to 0.75	57%
0.76 to 1.00	50%
Greater than 1.00	Remove & Replace

Areas of pavement determined to be deficient in thickness by more than 1 inch shall be removed and replaced by the Contractor at their expense with concrete pavement of specified plan thickness. The Engineer may permit the deficient pavement to remain in place, in which case the value of the nonconforming area will be deducted from monies owed to the Contractor.

If sidewalk requires coring to determine thickness, a panel that is cored will be required to be removed and replaced. If any deficiency in thickness greater than 0.25" exists in the cored panel, the contractor shall remove and replace the cored panel at cost to the City. If the panel is of acceptable thickness, the City will pay under the contract bid price the cost to remove and replace the panel.

2. VERIFICATION TESTING

City Verification cylinders will be at a minimum taken as follows by HTCP or ACI certified technicians:

a. Class I Concrete, as defined by Section 715 of the State Specs, will have (3) cylinders made for testing at least once per 800 CY of concrete placed or at minimum of once daily.

b. Class II Concrete, as defined by Section 716 of the State Specs, will have (3) cylinders made for testing at least once per 400 CY of concrete placed.

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c. Class III Concrete, as defined by Section 716 of the State Specs, is tested at random and at the direction of the Engineer.

The City will have a certified testing lab test the cylinders for compressive strength. Payment adjustments for any concrete items, including but not limited to streets, alleys, walks, and drives, may be made in accordance with the table shown below, at the discretion of the Engineer, for the full amount of concrete placed between City Verification Cylinders:

Deficiency in Average Strength Determined by Cast Cylinders	Proportional Part of Bid Price Allowed
3600 PSI or Greater	100%
3400 – 3599 PSI	95%
3000 – 3399 PSI	90%
2500 – 2999 PSI	80%
Less than 2500 PSI	Remove & Replace

The Contractor, at their own cost, may elect to take cylinders at the same or increased frequency for their own quality control purposes.

621.12 BRICK PAVERS

The paving block installation shall be rigid and shall not be displaced even when subjected to heavy loads. Paving Blocks shall be reset to match the existing pattern. They shall be sawcut as required to fit existing conditions and shall tightly abut all existing construction without gaps. Material for setting bed course and the joints between the pavers shall consist of a wet mixture of 1-part Portland cement to 10 parts mason sand. Where Paving Blocks abut existing curb, the finished surface shall be 1/2-inch above the top-of-curb.

Sealant shall be placed at all joints between paver block and water, gas, or other utility boxes. Sealant for joints around utility boxes shall be SikaFlex 1A, as manufactured by Sika Corp, Lyndhurst, NJ, 800-933-7452, or approved equal. Color shall be concrete gray unless otherwise specified or noted in the plans. Seal around all utility boxes with specified material in accordance with manufacturer's requirements.

Where there are existing gaps wider than ½ inch between blocks to be removed and reset or replaced, paver blocks shall be cut with a saw to provide the pieces necessary to fill in the gaps.

Bricks that are part of an adjacent driveway, sidewalk, carriage walk, or other feature shall be removed as necessay to complete the scope of work, salvaged and stored in a safe location and reinstalled within 5 days of the sidewalk being replaced even if these bricks are within the right-of-way. Reinstallation of privately owned sidewalk bricks shall match the existing condition of the

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sidewalk prior to the work taking place. Removal, salvaging, storing and reinstallation of bricks that are part of an adjacent driveway, sidewalk, carriage walk, or other feature shall be considered incidental to the contract.

621.13 MUDJACKING

1. GENERAL

The Contractor shall furnish all equipment, tools, and other apparatus necessary for the proper construction and acceptable completion of the work specified under this contract. The equipment shall be approved by the Engineer prior to starting the work, and maintained in good working condition by the Contractor during the progress of the work.

All necessary hoses, valves, valve manifolds, and positive cut-off and bypass provisions to control pressure and volume, pressure gauges with gauge protectors, expanding packers for positive seal grout injection, wood plugs, hole washing tools, and drill steel and bits shall be provided by the Contractor.

Prior to jacking any pavement, the slabs shall be closely examined for any existing cracks. This investigation shall be performed by the Contractor and the Engineer. Both parties shall agree regarding the existing condition of the pavement, and existing cracks shall be noted or marked.

The Contractor shall replace or repair any slabs broken due to jacking as determined by the Engineer. The Engineer may require the removal and replacement of the entire slab or a portion of the slab damaged by radial or transverse cracks.

2. WATER SUPPLY

If water tanks are not an integral part of the grout delivery machine, the Contractor shall supply water for delivery to the work site. See section 605.1.02A. Use of City Water for more information.

3. INJECTION HOLES & DRILLING

An air compressor and rock drill or other device capable of drilling the grout injection holes through the sidewalk slab and base material shall be provided. The equipment shall be in good condition. The holes shall be vertical and round. Down-feed pressure whether by hand or mechanical means shall not exceed 200 psi. Holes shall be drilled to prevent breakout at the bottom of the pavement.

Grout injection holes shall be drilled in a pattern approved by the Engineer. Holes shall not be larger than 2 inches in diameter, drilled vertically to a depth

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sufficient to penetrate through any chemically stabilized base, but not more than 3 inches into the subgrade. Holes shall be drilled so that breakout shall not occur at the bottom of the slab.

Subject to the Engineer's approval, holes may be washed or air blown to create a small cavity to allow the initial spread of grout.

After jacking has been completed at any one hole, the packer shall be removed and the hole temporarily plugged immediately with a tapered wooden plug. The temporary wooden plugs shall not be removed until the grout has set sufficiently so that back pressure will not force it through the hole. Each hole shall be permanently sealed flush with the pavement surface with a fast setting sand/cement or other patch material approved by the Engineer. The patch material shall have a minimum thickness of 3 inches.

4. WEATHER LIMITATIONS

Pavement mudjacking shall not be performed when the ambient temperature at the bottom of the pavement slab is less than 40° F, or when the subgrade or subbase is frozen.

5. GROUT MIXTURE

At least 2 weeks before the start of mudjacking operations, the Contractor shall submit the grout mix design to the Engineer for approval. Submit a mix design for each type of grout or blended material including a complete list of ingredients, admixtures, and set time.

6. JACKING

An expanding rubber packer or other approved device providing a positive seal and connected to the discharge hose on the grout plant shall be lowered into the holes. The discharge end of the packer or hose shall not extend below the lower surface of the concrete pavement. The Contractor shall pump in a pattern and in the amount required to raise the pavement to within 1/4 inch of finial grade. Grade tolerances shown in this section shall be applicable to transverse grades as well as longitudinal grades. Continuous pressures to 200 psi will be permitted. Pressures to 300 psi will be allowed only for short periods. In the event the pavement is bonded to the subgrade, brief pressure rises (10 seconds or less) to 600 psi will be allowed. **Loss of grout through cracks, joints, other injection holes, or from back pressure in the hose or in the shoulder area will not be tolerated.** Grout held in the mixer or in the injection pump or hose for more than 1 hour after mixing shall not be used for jacking.

The slabs shall not be raised more than 1/4 inch when pumping in any one hole at any time. No part of the slab shall lead any other part of the slab or any

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adjacent slab more than 1/4 inch at any time. The entire slab and all adjacent slabs shall be kept on the same plane at all times, within the 1/4 inch tolerance. The Contractor shall make observations to assure that when pumping from one hole, the grout flows to adjacent holes to ensure that all voids are filled. The Contractor may cut a slab to prevent breakage when it is bound against an adjoining slab. If the temperature is 80° F, or higher during the jacking operation, the slabs shall be sufficiently moistened to prevent expansion of the slabs.

Upon completion of jacking operations, slabs within the work area shall present an even grade at each joint and shall not vary from the final elevations by more than 1/4 inch. If slabs are found that are lower than the specified tolerance from the final grade, these slabs shall be further jacked until the tolerance is met. Should any over-jacking be greater than 1/4 inch the Engineer has the option to require removal and replacement of the pavement. These repairs shall be accomplished at no additional cost to the City.

The Contractor shall not permit pedestrian traffic on the pavement slab until the grout has set for a minimum of 24 hours.

7. ACCEPTANCE OF WORK

Prior to acceptance, the Contractor shall remove loose concrete, joint filler, or grout spilled on the surface or shoulder. Waste construction material shall be removed and the surrounding areas shall be left in a neat, orderly condition by the Contractor prior to opening to traffic or final acceptance.

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622 – ASPHALT CONSTRUCTION

622.1 GENERAL PROVISIONS ASPHALT CONSTRUCTION

This work shall consist of the construction of plant mixed hot mix asphalt (HMA) pavement on the approved prepared foundation, base/binder course, or existing surface in accordance with the specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer.

Asphalt construction shall conform to the requirements of Sections 450, 455, 460, and 465 of the State Specs and as modified herein. In the State Specs, *Upper Layer* and *Lower Layer* are synonymous with surface course and binder course respectively.

Asphalt pavement shall not be placed during rainfall, snow storms, or any imminent weather that might adversely affect the construction. Asphalt pavement shall not be applied on wet material or wet sub-layers or when the aggregate base and/or existing base is frozen. The Contractor shall notify the Engineer and proceed with construction once the surfaces and material are dry enough to proceed with construction unless the otherwise directed by the Engineer. The Engineer will verify if previously frozen grade is

All asphalt used for this contract shall have the grade PG58-28 unless given written direction by the Engineer or otherwise specified in the plans.

622.2 MATERIALS

1. HMA MIXTURE DESIGN

For each course, the Contractor shall submit, for the Engineer's review, an asphaltic mix design meeting all necessary criteria. The asphaltic mix design shall consist of aggregate gradations, aggregate blend percentages, Job Mix Formula (JMF), recommended asphalt content, recommended plant mix temperature range, and shall be signed by a Certified Asphaltic Technician III. The design shall be conducted according to procedures in the latest version of the Department's Test Method 1559, Standard Method of Asphaltic Mix Design. The Contractor will run tests on the quality of the aggregates, review the asphaltic mixture design and issue a report. The asphaltic mixture design shall be in effect until modified, in writing, by the Engineer.

The submitted mix design report must be approved by the Engineer or their authorized testing laboratory before paving can begin.

a. RECYCLED PAVEMENT: The Contractor may, at their option, use recycled asphalt pavement. The bituminous base or base/binder course mixtures may contain a combined maximum of 35% (25% combined maximum for surface course mixtures) of fractionated reclaimed asphaltic pavement (FRAP) and reclaimed asphaltic pavement (RAP). The City Engineer reserves the right to approve the source and actual quantity of

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the reclaimed asphalt pavement to be used. Recycled asphaltic shingles (RAS) are not permitted.

b. SAMPLES

For the purpose of mix design verification, the Contractor shall supply aggregate samples (upon request only), representative of the average gradation of the job materials, along with the complete Contractor Asphaltic Mix Design, to the City at least 14 calendar days prior to use in the work. No aggregate shall be used in the production of mixtures without prior approval of the Engineer.

The Engineer may at any time request that a sample of HMA be taken from the field or plant by the Contractor at the Contractor's expense, or perform a plant inspection.

2. POROUS ASPHALT MIX DESIGNS

Where the plans call for porous asphalt, the contractor shall provide mix designs that meet the following design requirements.

	12.5 mm Mix	9.5 mm Mix
Percent Binder Content[1]	5.5 minimum	5.5 minimum
Binder Grade[2]	PG 64-22	PG 64-22
Percent Air Voids (Va @ 50 gyrations)	18 – 20	18 – 20
Percent Tensile Strenth Ratio minimum (TSR @ 5 cycles freeze/thaw per ASTM D4867[3])	80 minimum	80 minimum
Percent Draindown at Production Temperature[4]	0.3 maximum	0.3 maximum

[1] - 5.75 - 6.0 percent recommended.
[2] - Minimum high temperature of 64 degrees C recommended.
[3] - Cantabro Abrasion test is not included in mix design guidelines.
[4] - Effective measures to reduce draindown include use of washed manufactured sand in lieu of crusher screenings and fibers. A slight reduction in production temperature may also be considered.

622.3 PREPARATION OF BASE

The surface of the base shall be clean, dry, and free of foreign material before paving commences. If the HMA is being placed in multiple lifts, each lift shall be clean, dry, and free of foreign material before applying tack coat for the next lift. The binder and surface course mixtures shall be laid only upon a base which is dry, and only when weather conditions are suitable as determined by the Engineer.

When directed by the Engineer, all breakups, depressions, or any other distressed or unsatisfactory areas of the existing foundation to be paved will be repaired, and

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the surface cleaned, prior to placement of the binder and/or surface course. The cost of preparing the foundation to be paved, repairing the old existing base or pavement, and prime or tack coats are incidental to the pavement construction and should not be considered a separate item *unless so designated in the proposal.*

1. CONCRETE BASE PREPARATION

Prior to HMA pavement resurfacing, the surface of the existing concrete pavement shall be prepared as follows:

Existing asphaltic surface and all loose patching material or asphaltic patches which protrude above the existing concrete pavement shall be removed to the satisfaction of the Engineer.

a. JOINT AND CRACK REPAIR

Perform Joint and Crack Repair on existing surfaces as shown in the plan or as directed by the Engineer.

Joint, crack, and pavement surface spalls exceeding 1-1/2 inches in width, with a depth of less than 4 inches, shall have all loose or deteriorated concrete removed to sound concrete. The void shall be vacuumed thoroughly clean. Any joint and crack repair over 4 inches deep will be removed and replaced and paid under the respective items for concrete base patching. Tie bars must be used in any area where patches abut existing concrete.

The cleaned void shall be filled with HMA to the level of the pavement and compacted motorized rollers approved by the Engineer. HMA shall be placed in lifts to ensure complete compaction.

Requests for use of alternate methods and materials must be submitted at least 1 week prior to the date of proposed use.

622.4 ADJUSTING UTILITY FRAMES & WATER VALVES

1. UTILITY FRAMES

The Contractor shall adjust to finished grade all catch basins and City manhole frames. The masonry mortar and concrete bricks shall comply with the requirements of section 519 of the State Specs. Utility frame adjustments may include rebuilding block or brick as designated on the plans, or as determined by the Engineer.

The Contractor shall remove the existing catch basin or manhole frame, adjust the top of the existing masonry structure, and reinstall the frame. If the condition of the structure to be adjusted requires masonry repairs beyond 6 inches of vertical feet from the bottom of the frame, the additional repairs beyond this limit shall be paid per the relevant bid item, or if no bid item exists the Fixed Extra rate.

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Adjustment on manhole frames in asphalt pavement to finished grade shall only be done after the binder layer(s) of hot mix asphalt pavement is completed on asphalt pavement and asphalt resurfacing projects. The binder layers of hot mix asphalt pavement shall be removed only after a vertical edge has been sawed in a box around the frame. The removal and sawing of any lower layers shall be incidental to the work. Backfilling around the frames after adjustment shall be done with compacted fill as specified for the pavement base, and compacted asphalt base/binder material, at Contractor's expense.

The area of asphalt removed around the frame shall be large enough to fully accommodate compaction by a self-propelled pneumatic roller completely within the patched area. **The use of plate compactors will not be permitted for compacting the base aggregate dense and lower layer of HMA around manholes.** The surface layer on the pavement shall not be applied until the all patched areas around the adjusted manhole frames have had a minimum of 12 hours elapse since the binder material was placed. Metal adjusting paving rings installed on top of the casting frame shall not be used unless approved by the Engineer in writing.

If only one layer of asphalt is to be laid, then the adjustment of catch basin and manhole frames shall be done before the upper layer is placed.

While performing the masonry work involved in making adjustments, the Contractor should provide the means to intercept dropped materials before they reach the bottom of the structure.

2. ADJUSTING WATER VALVE BOXES

The Contractor shall furnish all labor and equipment necessary to adjust all water valve boxes within the street right-of-way within the actual work limits. This work requires the boxes to be placed at finished grade and be operational.

In asphaltic pavement, all valve boxes shall be set to finished grade after any binder courses and prior to installation of the surface course.

After the pavement is installed, if the City Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the Contractor will be required to perform all work necessary to correct the condition with materials, and make the valve operational at the Contractor’s own expense within 5 days of notification by the City.

3. SURFACE REQUIREMENTS

The Contractor shall set the frames, grates, lids, and water valves accurately so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements.

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Place a 6 foot straightedge over the centerline of each frame or water valve parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the two measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the City will allow the frame to remain in place but shall pay only 50% of the contract unit price for adjusting catch basin frames, manhole frames or water valves. If the frame is higher than the adjacent pavement, then make the two measurements at each end of the straightedge and average them. Frames protruding more than 1/8 inch above the pavement grade shall be reset based on the average.

The Engineer in the field is permitted to direct adjustment measurements to be taken at different locations and/or with different reference points wherever they deem necessary e.g. if a frame is close to the edge of the curb flange.

622.5 HMA ASPHALT PAVING

Placing of the asphalt mixtures shall be as continuous as possible. The width of paving passes shall be adjusted so the locations of longitudinal joints do not coincide for successive passes. However, whatever the width of a pass, the action of the spreader on the mat must be uniform throughout the width of the mat.

The finishing machines shall lap previously laid HMA material a minimum of 3 inches and the material left sufficiently high to allow for compaction. The longitudinal joints in each layer shall be offset from the previous layer by a minimum of 6 inches.

When the surface has cooled to a temperature of 140° F or less, the edges of longitudinal joints shall be painted with hot asphalt cement, or heated to the point of softening with an infrared joint heater, before work is resumed.

No asphalt mixtures shall be laid when the air temperature is at or below 40° F unless permitted by the Engineer and the Contractor has received approval of a cold weather paving plan. Binder mixture shall be spread at a temperature between 225° F and 325° F, and the surface mixture at a temperature between 250° F and 340° F.

The use of hand tampers or other non-mechanical compaction methods is prohibited. The Contractor shall protect all sections of the newly compacted mixture from traffic until they have been cooled and hardened to the satisfaction of the Engineer.

1. TACK COAT OF CONCRETE OR HMA PAVEMENT

   Except when otherwise specifically provided by the contract or ordered by the Engineer, penetration tack coat shall be placed in a single application. Tack Coat shall conform to 455.2.5 of the State Specs. Surfaces shall be clean and dry before tack coat is applied.

   Tack coat shall not be applied when the surface temperature is less than 32° F. Exceptions will be permitted only with prior written approval of the Engineer.

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All sweeping, cleaning and preparation of the binder surface must be completed prior to placing the next layer of asphalt. The surface shall be reasonably free of loose dirt, dust, or other foreign matter.

After the binder or concrete base has been placed, as applicable, apply an asphalt tack coat at 0.05 to 0.07 gallons per square yard after dilution to the surface of concrete base or the binder course and to the edges of the existing pavement, and on any subsequent lifts of binder course. The Engineer may adjust the application rate based on surface conditions. Also tack coat manhole and inlet frames below grade.

The rate of application of asphaltic material shall be determined on the basis of the condition of the surface to be treated and the requirements to produce contemplated results and the amount per square yard to be applied will be specified by the Engineer. The asphaltic material shall not be applied at such a rate as will cause it to flow off the surface. The grade of emulsified asphalt and the time interval between application of tack and laying of HMA pavement shall also be entirely at the discretion of the Engineer.

In addition to the general application of a "tack" coat prior to laying the final surface, hand spraying of "tack" must be performed along all curb flanges and all transverse butt joints and feathered ends. The distributor truck must remain within 500 feet of the surfacing crew to avoid "tacking" too far ahead. The Contractor may be required to remove "tack" that may have been tracked, or carelessly sprayed, on concrete surfaces.

The Contractor shall apply tack coat as directed by the Engineer. Tack shall be considered **incidental** to paving unless noted as a separate bid item.

2. COLD WEATHER PAVING

Cold Weather Paving operations shall be implemented by the Contractor if paving operations are being conducted when the atmospheric temperature is at or below 40°F. The Contractor shall conform to the requirements of Section 450.3.2.1.2 of the State Specs when performing Cold Weather Paving. Binder layers of asphalt shall not be placed in temperatures below 32°F unless approved in writing by the Engineer. Binder layers may be placed once the atmospheric temperature reaches 32°F and is rising. The surface layer of asphalt shall not be placed in temperatures at or below 36°F unless approved in writing by the Engineer. Binder layers may be placed once the atmospheric temperature reaches 36°F and is rising.

Cold Weather Paving shall be considered incidental to the contract unless a separate bid item is provided in the contract.

NOT FOR BIDDING

622.6 POROUS ASPHALT PAVING

Do not install when ambient air temperature at pavement site in shade away from artificial heat is below 60 degrees F or when actual ground temperature is below 50 degrees F unless permitted in writing by the Engineer.

Paint contact surfaces, such as permeable paver edge restraints, and concrete pavement, with a thin, uniform coat of Type RS-1 emulsified asphalt immediately before asphalt mixture is placed against them. Coat surfaces of manhole, inlet, and utility frames with oil to prevent bond with asphalt pavement.

The use of surge bins shall not be permitted.

Equip pavers with a joint heater capable of heating longitudinal edge of previously placed mat to a surface temperature of 200 degrees F, or higher if necessary, to achieve bonding of newly placed mat with previously placed mat.

Rollers shall be two-axle tandem rollers with a gross mass (weight) of not less than 8 tons and not more than 12 tons and capable of providing a minimum compactive effort of 250 pounds per inch of width of drive roll. Rolls shall be at least 42 inches in diameter. Do not stop or park rollers on freshly placed mat. Vibratory rollers shall not be used.

The porous asphalt mixture, at time of discharge from haul vehicle, shall be within 10 degrees F of compaction temperature for approved mix design.

Place porous asphalt in a single lift of 4 inches thickness unless otherwise specified in the plans.

Before completing paving operations, test the full permeability of pavement surface by application of clean water at rate of at least 5 gpm over surface, using a hose or other distribution device.

After final rolling, do not permit vehicular traffic of any kind on surface until cooling and hardening has taken place, and in no case within first 48 hours.

The Contractor shall ensure that at no point after placement of the porous asphalt shall any equipment or materials be stored upon the porous pavement. The Contractor shall keep the porous pavement free of soil, dirt, debris and foreign material that may clog the porous asphalt. The Engineer reserves right to require that Work adjacent to pavement, such as landscaping, cleanup, and turf establishment, is completed prior to installation of porous asphalt course, when this work could cause damage to pavement.

622.7 QUALITY CONTROL

The cost of furnishing a quality control program and providing the tests and reports as specified, including density testing, shall be considered incidental to the pavement bid item.

NOT FOR BIDDING

The Contractor shall provide and maintain a quality control program. A quality control program is defined as all activities, including mix design, process control inspection, sampling and testing, and necessary process adjustments related to producing and placing HMA pavement conforming to the specifications.

The testing shall include density testing of in-place HMA pavement with the use of nuclear density gauges. Section 460 of the State Specs shall be modified by these specifications to require the Contractor to test for nuclear density a minimum of every 300 feet. The Contractor shall perform HMA pavement density testing with nuclear gauges operated by a Nuclear Technician I who has been certified by the Highway Technician Certification Program. The Contractor shall furnish nuclear gauges from the State of Wisconsin's most current "List of Approved Nuclear Density Gauges".

The Contractor shall select the test site, station, and offset distance randomly as specified in the State of Wisconsin Construction & Materials Manual. When requested, the Contractor shall provide the Engineer with the original data sheet for each lot within 24 hours of testing completion for that lot. A lot represents 750 tons of a mixture placed within a single layer for each location and target maximum density category.

The Contractor shall not re-roll compacted mixtures with deficient density test results or operate continuously below the specified minimum density. The Contractor shall stop production, identify the source of the problem, and make corrections to produce work meeting specification requirements.

1. POROUS ASPHALT PRODUCTION QUALITY CONTROL

   The Contractor shall provide at their expense, and with Engineer approval, a third-party Inspector to oversee and document mix production. Submit mix testing results during production to Inspector. Quality Control Plan may be altered at discretion of Engineer on basis of feasible testing as suggested by asphalt supplier. The plant shall employ a Quality Control Technician (QCT) that performs QC/QA testing and will be certified in discipline of HMA Plant Technician by relevant certifying agency.

   The Contractor shall sample, test, and evaluate mix in accordance with methods and minimum frequencies in Table 1 on page 622-8.

NOT FOR BIDDING

Table 1

Test	Minimum Frequency	Test Method
Temperature in Truck at Plant	6 times per day	
Gradation	Greater of either (a) 1 per 500 tons (b) 2 per day, or (c) 3 per job	AASHTO T30
Binder Content	Greater of either (a) 1 per 500 tons, (b) 2 per day, or (c) 3 per job	AASHTO T164
Air Void Content	Greater of either (a) 1 per 500 tons, (b) 2 per day, or (c) 3 per job	ASTM D6752
Binder Draindown	Greater of either (a) 1 per 500 tons, (b) 2 per day, or (c) 3 per job	ASTM D6390

If an analyzed sample is outside testing tolerances, take corrective action. After taking corrective action, sample and test resulting mix. If re-sampled mix test values are outside tolerances, immediately inform Engineer. If the Engineer determines that it is in best interest of project that production is ceased. Contractor is responsible for mix produced for project.

Produced paving mixture produced shall not vary from design criteria for aggregate gradation and binder content by more than stated tolerances. Testing tolerances during production for air void content, binder draindown, and TSR shall be within limits in table below.

Sieve Size	Percent Passing
19mm (3/4 in.)	-
12.5 mm (1/2 in.)	±6.0
9.5 mm (3/8 in.)	±6.0
4.75 mm (No. 4)	±5.0
2.36 mm (No.8)	±4.0
0.075mm (No. 200)	±2.0
Percent PGAB	+0.4, -0 .2

Should the paving mixture produced vary from designated grading or asphalt content by more than above tolerances, the Contractor shall immediately make proper changes until it is within these tolerances.

Should mix not meet tolerances specified above upon repeat testing, Engineer may reject further loads of mix.

NOT FOR BIDDING

Any mix that is loaded into trucks during time that plant is changing operations to comply with a failed test shall not be accepted, and should be immediately recycled at the plant by the Contractor.

622.8 PAYMENT

Tack coat shall be paid per gallon if it is included in the proposal as its own bid item. Otherwise it shall be incidental to the work.

NOT FOR BIDDING

SECTION 625 - PAVEMENT MARKINGS

625.01 DESCRIPTION

This section describes removing and providing pavement markings. Pavement marking removal and installation shall be per State Spec Section 646, excluding measurement and payment, and as modified herein.

625.02 MATERIALS

A. Paint and Epoxy Markings
   1. Only furnish white, yellow, and black paint and/or epoxy products that are shown as approved on the Wisconsin Department of Transportation's Approved Products List (APL).
   2. Furnish dual coated glass beads treated for both moisture resistance and adherence conforming to AASHTO M247, Type I, except with a minimum of 80 percent true spheres. Provide a certificate of compliance certifying that beads suppled under the contract conform to these specifications.
   3. When green markings are required, the contractor shall source products that are shown on the APL that are available in green, unless an approved equal is submitted and subsequently approved by the Engineer.
   4. Methyl Methacrylate (MMA), Two Component Traffic Paint shall be Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or MMAX Colored Lane Treatment by Ennis-Flint, or an Engineer approved equal.

      The MMA based resin system shall comply with chromaticity requirements according to MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

      MMA Based Resin System: The MMA based resin system shall meet the following requirements:

Property	Value	Test Method
Tensile Strength @ 7 days, psi, minimum	400	ASTM D 638
Hardness, Shore D, minimum	50	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75ºF
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

NOT FOR BIDDING

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

Property	Value	Test Method
Hardness, minimum	7	Mohs Scale

B. Tape Markings
   1. Only furnish tape products shown as approved on the APL.
   2. The engineer may consider as equal products for temporary tape.

C. Thermoplastic Markings
   1. Thermoplastic markings are not accepted and shall not be used.

625.03 CONSTRUCTION

A. Removing Markings
   1. If removing pavement markings by grinding, the marking shall be fully removed and the final ground surface shall be ground in a uniform manner and not more than 1/8” below the adjacent pavement surface.
   2. Do not perform water blasting on asphalt pavements without written permission from the Engineer.

B. Marking Surface Preparation

   The pavement surface shall be dry and free from frost, dust, dirt, glaze, oil, grease, loose paint, gravel, debris or other materials and contaminants which would prevent proper bonding of the marking to the pavement. Materials and contaminants which would prevent bonding shall be removed by the Contractor prior to application of the marking.

C. Placing Pavement Markings
   1. Ensure adequate time for oils to dissipate on asphalt pavements before applying pavement markings, but not more than 7 days on roadways open to traffic.
   2. Do not apply pavement markings on roads recently receiving a sealcoat treatment until the final sweeping has occurred unless otherwise directed in writing by the Engineer.
   3. MMA Markings
      a. Do not apply MMA to new concrete or new asphalt prior to the manufacturer’s recommendation time. This time could be up to 30 days after placement of the new pavement.
      b. If applying on an existing pavement, ensure all previous pavement markings are completely removed. Pre-treat joints and cracks in the

NOT FOR BIDDING

pavement greater than 1/4 inches in width and depth with the MMA resin system or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the MMA resin system installation once the product, in the pre- treated areas, has gelled or once the alternative procedure has been accomplished.

c. Allow MMA to cure according to manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until area has cured.

d. Remove and replace high friction colored surface treatment that ravels, delaminates, or wears off within 90 days after placement, unless approved to
remain in place by the engineer. The limits of removal and replacement shall be approved
by the engineer. The replaced high friction colored surface treatment shall meet the
requirements of this sub-article

D. Cold Weather Marking
   1. Follow the manufacturer's recommendation for minimum temperatures for placement of MMA.
   2. No additional payment will be made for cold weather markings.
   3. Unless directed by the Engineer in writing, pavement markings placed in inadequate temperatures (both the pavement temperature and/or ambient temperature) will be the responsibility of the Contractor to maintain and then replace once adequate weather conditions and temperatures allow.

E. Protection of Work
   1. The Contractor shall be fully responsible for protecting pavement markings until fully dried or cured from traffic, whether the traffic is the traveling public or construction traffic.
   2. The Contractor, when applying liquid long line pavement markings under live traffic, shall place cones or other similar traffic control devices on the wet lines immediately back of the marker at a rate of one cone per 25 feet or closer as needed to prevent pickup on passing vehicles. The cones shall be promptly removed when the lines are sufficiently dry to preclude any pickup under traffic.
   3. Other types of pavement markings shall be adequately protected by cones to preclude pickup under traffic.
   4. Markings that are subjected to vehicle traffic prior to being dry may be required to be remarked at no cost to the City.

F. Acceptance & Proving Period
   1. The Engineer may review markings and request the Contractor to verify that markings meet reflectivity requirements as outlined in the State Specs.

NOT FOR BIDDING

2. The proving period for all permanent markings, including MMA, shall be the City's standard warranty period as defined in Section 501 of the City's specifications.
    a. MMA warranty will be evaluated on the following:
        i. The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
        ii. Friction will achieve a minimum BPN of 60 according to ASTM E-303.
        iii. The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
        iv. With the exception of structural cracking or excessive movement of the surface beneath the MMA based resin system will not be subject to excessive cracking in its surface.

NOT FOR BIDDING

SECTION 700 - CONTRACT

THIS contract made this _____ Day of _____ , 20 ___ by and between _____ hereinafter called the "Contractor" and the City of Wauwatosa, Wisconsin, hereinafter called the "City".

WITNESSETH, that the Contractor and the City for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK The Contractor shall perform everything required to be performed and shall provide and furnish all labor, material and equipment for the work of _____

_____

_____

all in strict accordance with the Plans and Specifications, including any or all addenda prepared by the City of Wauwatosa Engineering Services Division under the direction of the Director of Public Works, acting and in these contract documents referred to as the Director of Public Works, which plans and specifications are made a part of this contract in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract and the Contractor shall do everything required by this contract and the other contract documents constituting a part hereof.

ARTICLE II. THE CONTRACT PRICE In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Director of Public Works and the City, the City shall pay and the Contractor further agrees to receive and accept payment based on the prices hereto attached, which prices shall agree with those in the accepted Contractor's proposal as filed with the City of Wauwatosa, Wisconsin on the _____ day of _____ , 20 ___ , as full compensation subject to the additions or deductions provided therein, in current funds.

NOT FOR BIDDING

ARTICLE III. COMPONENT PARTS OF THE CONTRACT This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, if not attached as if hereto attached.

1. Addenda (if applicable)
2. Special Provisions (Section 600)
3. Plans
4. General Conditions (Section 500; Section 501, if applicable)
5. Advertisement for Bids (Section 100)
6. Instructions to Bidders (Section 200)
7. Contractor's Proposal (Section 300)
8. Federal Funding Requirements & Minimum Wage Scale (Section 400)
9. Contract (Section 700)
10. All Other Specifications
11. Appendices and other documents intended to be incorporated into the contract
12. Bonds (Section 800)

In the event any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any component part which follows it numerically except as may otherwise be specifically stated.

NOT FOR BIDDING

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

_____
Contractor

_____
Address

Attest:

_____ By _____

_____ _____
Title Title

(SEAL)

CITY OF WAUWATOSA
Owner

Attest:

_____ By _____
City Clerk Mayor

_____
City Clerk

Provision has been made to pay the liability that will accrue under this contract up to the original amount thereof as specified in the Common Council resolution authorizing the same. Liability in excess of the original amount of this contract may accrue only after additional endorsement hereon by the City Comptroller as to provision of funds therefor.

_____, 20___ _____
City Comptroller

Approved as to form _____, 20___.

_____
City Attorney

*CORPORATE CERTIFICATE

I, _____ certify that I am the _____ of the Corporation named as Contractor hereinabove; that _____, who signed the foregoing contract on behalf of the Contractor was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its Corporate Powers.

_____ Corporate Seal

* If the Contractor is a corporation, the above Corporate Certificate should be executed.

NOT FOR BIDDING

If the contract is signed by the secretary of the Corporation, the above certificate should be executed by some other officer of the Corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the names of the signing party or parties typewritten or printed under all signatures to the contract.

If the contractor should be operating as a partnership, each partner should sign the contract. If the contract is not signed by each partner, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and in behalf of the partnership.

If the contractor is an individual, the trade name (if the contractor is operating under a trade name) should be indicated in the contract and the contract should be signed by such individual. If signed by one other than the contractor, there should be attached to the contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

NOT FOR BIDDING

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

COMPANY **A**

COMPANY **B**

COMPANY **C**

COMPANY **D**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE ISSUANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$
	☐ ☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
	_____				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO				BODILY INJURY (Per Person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	_____					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	_____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS	$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					$
						$
						$

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

NOT FOR BIDDING

CERTIFICATE HOLDER

City of Wauwatosa
7725 W. North Avenue
Wauwatosa, WI 53213

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CITY OF WAUWATOSA.

AUTHORIZED REPRESENTATIVE:

_____

CERTIFICATION OF COMPLIANCE WITH UNEMPLOYMENT INSURANCE AND SOCIAL SECURITY ACT REQUIREMENTS

The Contractor hereby certifies that he has heretofore complied and will during the progress of the work, comply with the Wisconsin Unemployment Insurance Act and will hold the City harmless from any liability for benefits under such Act or Acts by reason of discontinuance by the Contractor of the employment of any person engaged by the Contractor upon the work. The Contractor also hereby certifies that he will during the progress of the work comply with the Federal Social Security Act and will hold the City harmless from any Social Security payments and provisions required by such Act respecting his or his subcontractors' employees.

_____

Contractor Name

_____

Contractor Signature

_____

Date

Accepted by City:

_____

City Attorney

_____

Date

NOT FOR BIDDING

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

If the contractor is “Actively” registered with SAMS (Service for Award Management), the following UEI (Unique Entity ID) number has been assigned: _____

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By_____
Authorized Signature for Contractor

_____
Printed Name and Title

Subscribed and sworn to before me this _____

_____, 20_____

_____
(Notary Signature)

Notary Public, State of _____

My Commission expires: _____

NOT FOR BIDDING

SECTION 800 - BONDS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

_____

(hereinafter called the Principal) and _____

_____
(hereinafter called the Surety), A corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in Wauwatosa, Wisconsin, in the full and just sum of _____ _____ Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the CITY OF WAUWATOSA, WISCONSIN, to which payment, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS, The Principal is about to submit, or has submitted to the City of Wauwatosa, Wisconsin, a proposal for furnishing all labor, materials, equipment and incidentals necessary to _____

_____

_____ and;

WHEREAS, The Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal is accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions, and price(s) set forth therein, of the form and manner required by the City of Wauwatosa, Wisconsin and execute a sufficient and satisfactory contract performance bond payable to the City of Wauwatosa, Wisconsin, in an amount of One Hundred Percent (100%) of the total Contract price, in form and with security satisfactory to said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount hereof in good and lawful money of the United States of American, not as a penalty but as liquidated damages.

NOT FOR BIDDING

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20 ___.

_____

Principal

By _____

(Seal)

_____

Surety

_____

(Seal)

Countersigned _____

Local Resident Producing Agent for _____

_____

NOT FOR BIDDING

(Note: This form of bond must be executed after the award of the contract.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____

_____ as Principal, and _____

_____

as Surety, are held and firmly bound unto the City of Wauwatosa, 7725 W. North Avenue, Wauwatosa, Wisconsin 53213, hereinafter called the City, in the penal sum of _____

_____Dollars, ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Obligation is such, that whereas the principal has executed the attached Agreement dated _____

_____

Now, Therefore, if the attached agreement is executed on behalf of the City and if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said agreement, and any and all duly authorized modifications of the said agreement that may hereafter be made and shall pay to each and every person or party entitled thereto all the claims for work or labor performed or materials furnished, including premiums for Worker's Compensation Insurance, for or in or about or under such agreement as provided in Section 779.14 and 779.15 of the Wisconsin Statutes, and any such authorized extension or modification of said agreement, then this obligation to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement to the work or to the specifications.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument, in _____ original counterparts, under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOT FOR BIDDING

In presence of:

_____ _____ (SEAL)
(Individual Principal)

_____ _____
(Business Address)

_____ _____ (SEAL)

_____ _____
(Business Address)

Attest:

_____
(Corporate Principal)

_____
(Business Address)

_____ By _____ (Affix Corporate Seal)

Attest:

_____

_____
(Corporate Surety)

_____
(Business Address)

_____ By _____ (Affix Corporate Seal)

_____

Approved _____, 20 ___.

_____

_____ Mayor
(Title)

NOTE: The Bond must be approved and the approval dated in every case; refer to Section 779.14 and 779.15 Wisconsin Statutes. The title of the person signing must be indicated.

NOT FOR BIDDING

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert full name and address or legal title of Contractor)

_____
as Principal, hereinafter called Principal, and _____

_____
(Here insert full name and address or legal title of surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wauwatosa, 7725 West North Avenue, Wauwatosa, Wisconsin 53213, as Obligee, hereinafter called City for the use and benefit of claimants as hereinbelow defined, in the amount of _____
_____ Dollars (_____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20 __, entered into a contract with City for _____

_____
(Here insert full name, address and description of project)
in accordance with Drawings and Specifications prepared by _____

_____
(Here insert full name and address or legal title of Director of Public Works)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor, material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use, in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above name Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

NOT FOR BIDDING

3. No suit or action shall be commenced hereunder by any claimant:
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract or after the expiration of one (1) year following the date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20 ___.

_____
(Principal) (Seal)

_____ By _____
(Witness) (Title)

_____
(Surety) (Seal)

_____ By _____
(Witness) (Attorney-in-Fact)

NOT FOR BIDDING

AFFIDAVIT

(To be attached to all contracts)

STATE OF WISCONSIN)
)SS.
COUNTY)

_____ being first duly sworn on oath deposes and says he is _____

_____(Attorney-in-fact or agent) of

_____(Bonding Company)

surety on the attached contract number _____ executed by

_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the City of Wauwatosa has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above mentioned contract.

Signed _____

Subscribed and sworn to before me

This _____ day of _____, A.D.; 20 ____.

_____ (Notary Public)

_____ County, Wisconsin

My Commission expires _____.

NOT FOR BIDDING

APPENDIX

NOT FOR BIDDING