Project Specific Manual

2020 Mill & Overlay Project

Industrial Street (Crest View Drive to Hanley Road) and Stageline Road
(Carmichael Road to 530' east of Center Drive)

City Project 2020-002

February 7, 2020
CERTIFICATION

I hereby certify that these specifications were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.

_____________________________________________________________________

Dean G. Chamberlain, PE – City Engineer

Date: 02/11/2020 License Number: E-47484
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Introductory Information

General Information


Where any conflicting information is present between the project plans, this Project Specific Manual, and the Standard Project Manual, the following order of preference shall be followed with the top item in the list having the most priority and the bottom item in the list having the least priority:

- Project plans
- Project Specific Manual
- Standard Project Manual

Any reference to “WisDOT Standard Specifications” within this Project Specific Manual shall refer to the State of Wisconsin Standard Specifications for Highway and Structure Construction 2020 Edition as adopted by the Wisconsin Department of Transportation and any subsequent revisions and supplements as of the time of the adoption of this document. WisDOT Standard Specifications Section 101 shall define and clarify and language and wording used in referenced sections of the WisDOT Standard Specifications within this document. Any questions relating to the interpretation of the applicable referenced sections of the WisDOT Standard Specifications shall be directed to the City Engineer who shall make the interpretation of any relation between the WisDOT Standard Specifications and these standard specifications.

Any reference to “Engineer” within these specifications shall refer to the City Engineer for the City of Hudson or his/her designee for this project.

Modifications to the Standard Project Manual through this Project Specific Manual shall be as noted throughout the document. The following list of corrections is provided to aid interpretations of the changes that this document makes to the Standard Project Manual:

- Notes to Modify certain text of certain sections shall indicate the following changes in the text of the Standard Project Manual:
  - Specific text from the Standard Project Manual that is deleted will be noted with a strikethrough.
  - Specific text added to the text of the Standard Project Manual will be noted as bold text.
  - Specific text from the Standard Project Manual to remain in effect will be noted as standard text.

- Notes to Remove and Replace certain sections or parts of the Standard Project Manual shall indicate that the entirety of the section or part in the Standard Project Manual shall be removed and replaced with the text following the note.

- Notes to Add the Following shall indicate that the text following shall be added to the referenced section of the Standard Project Manual with the remainder of the referenced section of the Standard Project Manual continuing to be in effect.

Sections, parts, or text in the Standard Project Manual not noted for modifications or removal shall remain in effect for this project.
Procurement Information

Advertisement for Bids

Remove and Replace Section 00 11 13 of the Standard Project Manual with the following:

The following is a copy of the Advertisements for Bids that will be published in the Hudson Star-Observer on March 18, 2020 and March 25, 2020.

2020 MILL & OVERLAY PROJECT
CITY OF HUDSON, WI

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received at the Office of the City Clerk, City of Hudson, 505 Third Street, Hudson, WI 54016 until 2:00PM on Wednesday, April 1st, 2020, at which time the bids will be opened and publicly read. No bids received after this time will be accepted.

DESCRIPTION OF WORK: The work includes the construction of approximately:

- Removing Asphaltic Surface Milling 20,880 Square Yards
- Concrete Pavement 7-Inch 440 Square Yards
- HMA Pavement 5 MT 58-34 H 1,970 Tons
- Asphaltic Surface Patching (5 MT 58-34 H) 1,210 Square Yards
- Concrete Curb & Gutter 24-Inch Type D 1,530 Linear Feet
- Repairing Catch Basins or Manholes 10 Each
- Catch Basins 2x3-FT 16 Linear Feet
- Adjusting Catch Basins – Remove and Replace Rings 14 Each
- Adjusting Manholes – Remove and Replace Rings 17 Each
- Adjusting Manholes – Steel Ring Adjust 16 Each
- Adjusting Water Valve Boxes 20 Each
- Traffic Control 1 Lump Sum
- Signing – Conventional Signs 265 Square Feet
- Signing – Street Blade Signs 40 Square Feet
- Marking Line Epoxy 4-Inch 2,210 Linear Feet
- Marking Arrow Epoxy 9 Each
- Marking Stop Line Epoxy 190 Linear Feet
- Marking Diagonal Epoxy 12-Inch 60 Linear Feet
- Marking Crosswalk Epoxy Continental 90 Square Feet

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Bidders Proof of Responsibility.

PLANHOLDERS LIST, ADDENDUMS AND BID TABULATION: The planholders list, addendums and bid tabulations will be available for download on-line at www.questcdn.com. Any addendums may also be distributed by mail, fax or email.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.questcdn.com. You may view the digital plan documents for free by entering Quest project #6807363 on the website’s Project Search page. Documents may be downloaded for $30.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information. An optional paper
set of project documents is also available for a nonrefundable price of **$100.00** per set, which includes applicable sales tax and shipping. Please make your check payable to **City of Hudson** and send it to **ATTN: City Clerk, 505 Third Street, Hudson, WI 54016**.

The City of Hudson has adopted a standard document entitled "Standard Project Manual for Utility and Street Construction", dated April 2019, which includes the Procurement and Contracting Requirements and Specifications which are hereby incorporated into the Bidding Documents. Bidders are required to obtain a copy of this standard document once per year. An electronic copy may be obtained for no charge from the City of Hudson website at the following link:


A Project Specific Manual has also been developed for this project which is available for download through QuestCDN or may be obtained at Hudson City Hall.

Direct questions and inquiries to City Engineer Dean Chamberlain at **715-716-5729**.

**BID SECURITY:** A certified check or proposal bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Hudson shall accompany each bid.

**OWNER’S RIGHTS RESERVED:** The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

Becky Eggen, City Clerk
City of Hudson, Wisconsin
**Instructions to Bidders**

Section 00 21 13 of the Standard Project Manual in its entirety shall apply to this project.

As described in the Standard Project Manual, bidders need to submit the completely and accurately filled out bid form as provided in the Project Specific Manual as well as a bid bond meeting the requirements of the Standard Project Manual in order for their bid to be considered.

After checking for discrepancies or inaccuracies in the bid, the City will be requiring the lowest bidder to submit the Bidders Proof of Responsibility as described in Section 00 41 20 of the Standard Project Manual.

**Available Project Information**

Any bidder interested in obtaining information on the City’s sanitary sewer, storm sewer, or water systems for the purposes of clarifying their bid may schedule an appointment with Dean Chamberlain, City Engineer, by calling 715-716-5729 or emailing dchamberlain@hudsonwi.gov.

As-built plans for Stageline Road are available for viewing by scheduling an appointment with Dean Chamberlain, City Engineer, by calling 715-716-5729 or emailing dchamberlain@hudsonwi.gov. As-built plans showing pavement sections on Industrial Street are not available.

No pavement cores or geotechnical analysis have been taken on streets within the project area for this project.

The City of Hudson has called in Planning-Locate tickets on Wisconsin Diggers Hotline for this project. The utilities are due to be marked by February 17, 2020. For any additional utility locating needed for accurate bidding or work on the site, the Contractor must contact the City Engineer to request an additional Wisconsin Diggers Hotline ticket.

**Bid Form**

*Remove and Replace Section 00 41 10 of the Standard Project Manual with the following:*

The following bid form must be submitted accurately and completely for the bid to be accepted for this work.
BIDDER: ____________________________________________________________

DOCUMENT 00 41 10
BID FORM
2020 MILL & OVERLAY PROJECT
CITY PROJECT NO. 2020-02

HUDSON, WISCONSIN

THIS BID IS SUBMITTED TO:
City of Hudson
City Hall
505 Third Street
Hudson, WI 54016-1694

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

| A. | Bidder has examined and carefully studied the Bidding Documents, including the City of Hudson's Standard Project Manual for Utility and Street Construction, dated April 2019, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged: |
| B. | Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. |
| C. | Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work. |
| D. | Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in Division 00 of the Project Specific Manual, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Division 00 of the Project Specific Manual. |
E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5.01 Bidder will complete the work in accordance with the Contract Documents for the following price(s):

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and Final Payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

The Bid Form shall cover all Work depicted on the contract drawings and/or required by the Specifications. All costs in connection with the Work including furnishing of all materials, equipment, and performing necessary labor, coordination, supervision, and management to fully complete the Work, shall be included in the Unit or Lump Sum prices quoted in the Bid Form. All Work not specifically set forth as a pay item in the Bid Form shall be considered incidental to the Project and all costs in connection therewith shall be included in the amounts and prices submitted in the Bid Form.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Units</th>
<th>Qty</th>
<th>Unit Price</th>
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<td>Inlet Covers</td>
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<td>$</td>
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<td>$</td>
<td>$</td>
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<td>Adjusting Manholes - Remove and Replace Rings</td>
<td>EACH</td>
<td>17</td>
<td>$</td>
<td>$</td>
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<td>23</td>
<td>Adjusting Manholes - Steel Ring Adjust</td>
<td>EACH</td>
<td>16</td>
<td>$</td>
<td>$</td>
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<tr>
<td>24</td>
<td>Adjusting Water Valve Boxes</td>
<td>EACH</td>
<td>20</td>
<td>$</td>
<td>$</td>
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<td>Replacing Water Valve Box Top Section</td>
<td>EACH</td>
<td>7</td>
<td>$</td>
<td>$</td>
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<tr>
<td>26</td>
<td>Inlet Protection</td>
<td>EACH</td>
<td>37</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>Site Restoration</td>
<td>SQ YD</td>
<td>220</td>
<td>$</td>
<td>$</td>
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<td>28</td>
<td>Traffic Control</td>
<td>LUMP SUM</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Signing - Conventional Signs</td>
<td>SQ FT</td>
<td>265</td>
<td>$</td>
<td>$</td>
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<tr>
<td>30</td>
<td>Signing - Street Blades</td>
<td>SQ FT</td>
<td>40</td>
<td>$</td>
<td>$</td>
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<tr>
<td>31</td>
<td>Marking Line Epoxy 4-Inch</td>
<td>LIN FT</td>
<td>2210</td>
<td>$</td>
<td>$</td>
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<tr>
<td>32</td>
<td>Marking Arrow Epoxy</td>
<td>EACH</td>
<td>9</td>
<td>$</td>
<td>$</td>
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<tr>
<td>33</td>
<td>Marking Stop Line Epoxy 18-Inch</td>
<td>LIN FT</td>
<td>190</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>Marking Diagonal Line Epoxy 12-Inch</td>
<td>LIN FT</td>
<td>60</td>
<td>$</td>
<td>$</td>
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<tr>
<td>35</td>
<td>Marking Crosswalk Epoxy Continental</td>
<td>SQ FT</td>
<td>90</td>
<td>$</td>
<td>$</td>
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<tr>
<td>36</td>
<td>Loop Detector</td>
<td>LIN FT</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
6.01 Bidder agrees that the work will be Substantially Completed and completed and ready for Final Payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Five Percent.
B. Bidders Proof of Responsibility Form Affidavit & Acknowledgement
   1. 00 41 20 - Bidders Proof of Responsibility (if requested)

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _________________________, 20__

9.01 This Bid submitted by:

If Bidder Is:

An Individual

Name (typed or printed): __________________________________________________________

By: __________________________________________________ (SEAL)
   (Individual's signature)

Doing business as: _____________________________________________________________

Business address: _____________________________________________________________

Phone No.: _________________________ Fax No.: _________________________
A Partnership

Partnership Name: __________________________________________________________(SEAL)

By: __________________________________________________________
    (Signature of general partner)

Name (typed or printed): ______________________________________________________

Business address: __________________________________________________________

____________________________________________________________

Phone No.: ____________________________ Fax No.: ____________________________

A Corporation

Corporation Name: __________________________________________________________(SEAL)

State of Incorporation: ______________________________________________________

Type (General Business, Professional, Service, Limited Liability): __________________

By: __________________________________________________________
    (Signature)

Name (typed or printed): ____________________________________________________

Title: _____________________________________________________________________

Attest __________________________________________________________(CORPORATE SEAL)
    (Signature of Corporate Secretary)

Business address: __________________________________________________________

____________________________________________________________

Phone No.: ____________________________ Fax No.: ____________________________
A Joint Venture

Joint Venture Name: ________________________________ (SEAL)

By: ________________________________

(Signature of joint venture partner)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ________________________________ Fax No.: ________________________________

Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________

(Signature)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ________________________________ Fax No.: ________________________________

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT
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Bidders Proof of Responsibility

Bidders Proof of Responsibility will be required for this project following Section 00 41 20 of the Standard Project Manual, except as modified in this section.

Under Part 1.01 SUMMARY

Modify Item A as follows:

If requested by the Owner, a Bidders Proof of Responsibility must be submitted to the Owner within 5 business days of the Owner sending the request for the Bidders Proof of Responsibility. The Bidders Proof of Responsibility includes the Statement of Bidder’s Qualifications per Part 1.02 of this section and the sworn statement per Part 1.01B of this section.

Remove and Replace Item F with the following:

The Bidders Proof of Responsibility must be received by the City Engineer via registered mail (City of Hudson, ATTN: City Engineer, 505 Third Street, Hudson, WI 54016), in person at Hudson City Hall (505 Third Street, Hudson, WI 54016), or electronically via email at dchamberlain@hudsonwi.gov. If returned via mail, the Bidders Proof of Responsibility must be received by the City within the specified time in Part 1.01A.

Add the Following:

H. The City will contact the lowest bidder after the bid opening to obtain the Statement of Qualifications. If the Statement of Qualifications is not returned within the specified amount of time, the City will deem the lowest bidder to be non-responsive and will request the Statement of Qualifications from the next lowest bidder. That bidder will then be required to return the Statement of Qualifications within the specified amount of time. If that bidder does not return the Statement of Qualifications within the specified amount of time, the process will repeat with the next lowest bidder.
Contracting Information

Agreement Form

Remove and Replace Section 00 52 10 of the Standard Project Manual with the following Agreement Form.
AGREEMENT FORM

THIS AGREEMENT is by and between the City of Hudson, Wisconsin (hereinafter called Owner) and {Name of Contractor} (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal utility and street construction.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 2020 Mill & Overlay Project for the City of Hudson, Wisconsin, City Project No. 2020-002.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Dean Chamberlain, PE, City Engineer (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Construction may begin after Contractor has received written notice to proceed from the Owner.

B. The Work will be Substantially Completed on or before August 28, 2020, which shall be defined as the completion of all bid items listed on the bid form.

C. Final Completion for the Project in accordance with Paragraph 15.06 of the General Conditions shall be on or before September 25, 2020. Final Completion will include completion of the following:

- All bid items
- Punchlist work
- Final clean up
- Final payment

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in
Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner according to Section 108.11(3) of the 2020 Wisconsin Department of Transportation Standard Specifications for Construction for each calendar day that expires after the time specified in Paragraph 4.02 for Milestones and Substantial Completion until the Work is Substantially Complete.

B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner according to Section 108.11(3) of the 2020 Wisconsin Department of Transportation Standard Specifications for Construction for each calendar day that expires after the time specified in Paragraph 4.02 for completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work at the prices stated in Contractor’s Bid, attached hereto as an exhibit. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

B. Original Contract Amount is based on {fill in amount after Award}.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment, monthly during performance of the Work as provided in Paragraphs 6.02.A1 and 6.02.A2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:
   a. 95 percent of Work completed (with the balance being retainage).
   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Article 15 of the General Conditions and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Progress Payment to Subcontractors

A. For contracts within the State of Wisconsin, WI Statute 66.0135 Subd. 3a. shall apply. WI Statute 66.0135 Subd. 3a. requires:

1. The prime contractor shall pay any subcontractor within seven days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.

2. The prime contractor shall pay interest in accordance with WI Statute 66.0135.3b to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor.

4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.04 Final Payment

A. Upon Final Completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE  7 – INTEREST

7.01 All moneys not paid when due, as provided in Article 15 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE  8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified
in the Supplementary Conditions as containing reliable “technical data,” and (2) reports and
drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in
the Supplementary Conditions as containing reliable “technical data.”

E. Contractor considered the information known to Contractor, information commonly known to
contractors doing business in the locality of the Site; information and observations obtained from
visits to the Site; the Contract Documents, with respect to the effect of such information,
observations, and documents on (1) the cost, progress, and performance of the Work, (2) the
means, methods, techniques, sequences, and procedures of construction to be employed by
Contractor, including any specific means, methods, techniques, sequences, and procedures of
construction expressly required by the Contract Documents; and (3) Contractor’s safety precaution
programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor
agrees that no further examinations, investigations, explorations, tests, studies, or data are
necessary for the performance of the Work at the Contract Price, within the Contract Times, and in
accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site
that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies
that Contractor has discovered in the Contract Documents, and the written resolution thereof by
Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms
and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor
that without exception all prices in the Agreement are premised upon performing and furnishing the
Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement.
   2. Performance Bond, Payment Bond, and other Bonds.
      April 2019, and all subsequent amendments.
   5. Drawings bearing the following general title: 2020 Mill & Overlay Project.
   6. Addenda (______ to _____, inclusive).
   7. Exhibits to this Agreement (enumerated as follows):
      a. Contractor’s Bid Form.
      b. Documentation submitted by Contractor prior to Notice of Award.
   8. The following which may be delivered or issued on or after the Effective Date of the
      Agreement and are not attached hereto:
      a. Notice to Proceed.
      b. Work Change Directives.
      c. Change Order(s).
      d. Field Order(s)
B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
   1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
   2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
   3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on ______________________, _____ (which is the Effective Date of the Agreement).

Owner:

City of Hudson, Wisconsin

By: ____________________________________
   Mayor, Rich O’Connor

By: ____________________________________
   City Administrator, Aaron S. Reeves

Address for giving notices:

505 Third Street

Hudson, WI 54016-1694

Contractor:

_____________________________________

By: ____________________________________

Attest __________________________________

Address for giving notices:

_____________________________________

License No. ______________________________ 
(Where applicable)

Designated Representative:

Name: Dean Chamberlain

Title: City Engineer

Address: 505 Third Street

Hudson, WI 54016-1694

Phone: 715-715-5729

Facsimile: 715-386-0804
Performance Bond

Remove and Replace Section 00 61 13.13 of the Standard Project Manual with the following Performance Bond.
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):
City of Hudson, 505 Third Street, Hudson, WI 54016

CONTRACT
Effective Date of Agreement: Amount:
Description (Name and Location): 202 Mill & Overlay Project - Industrial Street (Crest View Drive to Hanley Road) and Stageline Road (Carmichael Road to 530 feet east of Center Drive)

BOND
   Bond Number: Date (Not earlier than Effective Date of Agreement):
   Amount:
   Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
   (Seal) Contractor's Name and Corporate Seal
   By: Signature
       Print Name
       Title
   Attest: Signature
       Title

SURETY
   (Seal) Surety’s Name and Corporate Seal
   By: Signature (Attach Power of Attorney)
       Print Name
       Title
   Attest: Signature
       Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.
Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety’s obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner’s right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor’s right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety’s expense, take one of the following actions:
   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor’s right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor’s Default, and
resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages
caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the
Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such
unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner
or its heirs, executors, administrators, or successors.

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

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent
jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within
two years after Contractor Default or within two years after Contractor ceased working or within two years
after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the
provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to
sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature
page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the
Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be
deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed
incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common
law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the
Contract after all proper adjustments have been made, including allowance to Contractor of any
amounts received or to be received by Owner in settlement of insurance or other Claims for
damages to which Contractor is entitled, reduced by all valid and proper payments made to or on
behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page,
including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform
or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor
as required by the Contract or to perform and complete or otherwise comply with the other terms
thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)
Surety Agency or Broker:
Owner’s Representative (Engineer or other party): Dean Chamberlain, PE - City Engineer
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Payment Bond

Remove and Replace Section 00 61 13.16 of the Standard Project Manual with the following Payment Bond.
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):
City of Hudson, 505 Third Street, Hudson, WI 54016

CONTRACT
Effective Date of Agreement: Amount:
Description (Name and Location): 2020 Mill & Overlay Project - Industrial Street (Crest View Drive to Hanley Road) and Stageline Road (Carmichael Road to 530 east of Center Drive)

BOND
Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL SURETY

Contractor's Name and Corporate Seal Surety's Name and Corporate Seal

By: By:
Signature Signature (Attach Power of Attorney)

Print Name

Title

Attest: Attest:
Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:
   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with Contractor:
       1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
       2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
       3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety’s expense take the following actions:
   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner’s priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)
Surety Agency or Broker:
Owner’s Representative (Engineer or other): Dean Chamberlain, PE - City Engineer
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General Requirements

Project Management and Coordination

Section 01 31 00 of the Standard Project Manual shall apply, except as follows:

Under Part 1.03 PROJECT COORDINATION

*Modify Item A as follows:*

A. Coordinate all work with the Engineer and Public Works Director. The Public Works Director and staff are located at the Hudson City Hall at 505 Third Street. Regular office hours are 8 A.M. to 4:30 P.M., Monday through Friday.

*Remove and Replace Item B with the following:*

B. Coordinate the Work of the Contract and the Work of others relating to the Project. Work with others to cause the efficient and timely completion of the Work. These responsibilities include, among others, the following:
   1. Coordinate activities of all subcontractors and suppliers.
   2. Inform the Engineer of traffic situations as appropriate to Project circumstances. The Engineer will notify emergency services (Police, Fire, and EMS), the Post Office, and Schools of the traffic situations with sufficient notice.
   3. Inform the Engineer of Project schedule and upcoming activities that will affect the operation of any City staff or services.
   4. Inform non-municipal utilities (gas, electric, communications, etc.) of the Project schedule to allow for planning of any activities they wish to coordinate with the project.
   5. Maintain and coordinate access needs of adjacent properties.

Under Part 1.04 UTILITIES

Under Item A

*Remove and replace subitems 1 and 2 with the following:*

The Engineer has requested a Planning-Locate ticket through Wisconsin Diggers Hotline for the project area, which has a start date (marking date) of February 17, 2020. The City has not requested maps of private utility locations for this project, and private utilities are not shown on the project plans. The City does not anticipate major utility conflicts with this project due to the nature of the work.

Under Part 1.05 PERMITS

Under Item A

*Remove and replace subitems 1, 2, and 3 with the following:*

No permits have been applied for by the City for this project. No Wisconsin DNR permits are required for this project.

Temporary Facilities and Controls

Section 01 50 00 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A
Remove and replace subitem 1 with the following:

1. Mobilization: Measurement is Lump Sum. Partial payment of the Mobilization bid item shall be according to the following table:

<table>
<thead>
<tr>
<th>When</th>
<th>Contract Unit Price for Mobilization is less than 5 percent of the total contract amount, pay</th>
<th>Contract Unit Price for Mobilization exceeds 5 percent of the total contract amount, pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Original Contract Amount Completed</td>
<td>Percent of Mobilization Bid Item</td>
<td>Percent of Original Contract Amount</td>
</tr>
<tr>
<td>5%</td>
<td>50%</td>
<td>3%</td>
</tr>
<tr>
<td>15%</td>
<td>75%</td>
<td>5%</td>
</tr>
<tr>
<td>25%</td>
<td>100%</td>
<td>5%</td>
</tr>
<tr>
<td>95%</td>
<td>100%</td>
<td>Bid Amount</td>
</tr>
</tbody>
</table>

The percent of Original Contract amount equals the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all contract items).

The City will not pay more than the original contract unit price for the Mobilization item, even if the Contractor shuts down work on the project or moves equipment away from the project and then back again.

Under Part 3.05 TRAFFIC CONTROL

Under Item C

Remove and replace subitem 1 with the following:

1. Place at least 2 Type 1 barricades with flashers or barrels with flashers per panel of curb removed. Segments of longer curb removal sections may require extra barricades or flashers as directed by the Engineer.

Remove and replace Item E with the following:

E. Prior to disturbing any existing trail or sidewalk, the Contractor must submit a traffic control plan to the Engineer that allows for the continuous safe movement of pedestrians and bicyclists through the project at all times. This may involve signing a pedestrian/bicycle detour using other sidewalks/trails in the area (if available) or construction of a temporary pedestrian access route (TPAR) while the sidewalk or trail is under construction.

TPARs may include a combination of temporary walking surfaces, temporary curb ramps, signing, pedestrian barricades, and other devices. All surfaces used in a TPAR must be of solid, slip-resistant materials, which does not include aggregate, sand, or dirt surfaces. The Contractor is advised to follow WisDOT Standard Detail SDD 15D30 Traffic Control, Pedestrian Accommodation for setting up a TPAR plan for this project. The Engineer reserves the right to modify any aspect of the submitted traffic control plan prior to approval and after approval and implementation if, in the opinion of the Engineer, the approved and implemented traffic control plan does not allow for safe and efficient movement of pedestrians and bicyclists.

Add the following:
G. The Contractor is required to submit a traffic control plan for the closure of Industrial Street for the storm sewer lateral construction south of Webster Street. The traffic control plan shall include a detour route using nearby streets. Wayfinding signage to businesses affected by the closure will be required in this traffic control plan as well.

**Equipment Rental**

Section 01 54 28 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A

*Add the following:*

3. All street sweeping required for this project shall be incidental to milling or paving operations.

**Temporary Erosion and Sediment Control**

Section 01 57 13 of the Standard Project Manual shall apply, except as follows:

Under Part 1.01 SUMMARY

*Remove Item C.* No SWPPP is required for this project due to the disturbed area not exceeding 1 acre.

**Other Requirements**

**PART 1 GENERAL**

1.01 SUMMARY

This section includes project-specific information not otherwise covered in this Project Specific Manual or in the Standard Project Manual.

1.02 PRICE AND PAYMENT PROCEDURES

All items in this section shall be incidental to other items in the project. No separate measurement or payment will be made for items in this section.

**PART 2 REQUIREMENTS**

2.01 ACCESS REQUIREMENTS

All streets in the project area must remain open at all times except in case of emergency.

Access to all properties shall be maintained through construction activities at all times during construction except for short periods as needed for milling and paving operations.

Only one driveway to a property at a time may be closed for replacement of valley gutters or driveway pavement, including asphalt patching.

Asphalt patches may be temporarily filled in with gravel to open access to a driveway until the driveway is patched with asphalt. If filled with gravel on a temporary basis, the patch area shall be filled completely to the top of the patch and compacted adequately to minimize rutting, potholing,
and other erosion. Gravel used for temporary access to a driveway is incidental to driveway construction.

2.02 TIME OF DELAY ALLOWED FOR FLAGGING OPERATIONS

The Contractor must be diligent to complete construction operations in an efficient manner to avoid unnecessary delays to the traveling public. The City realizes that flagging operations will likely be utilized to direct traffic around construction operations. The maximum amount of time that flaggers may delay traffic on one approach is 5 minutes. The Contractor shall time operations to avoid delays in excess of the maximum delay time.

2.03 COMMUNICATION WITH OTHERS

The Contractor must be in good communication with the City, with any affected property owners, affected tenants, and affected residents as appropriate. The City is committed to helping with communication with all affected parties and will assist with sending out construction notices as needed.

The Contractor shall conduct operations in a professional manner, treating all workers, City staff, property owners, tenants, and residents with respect and patience.
Existing Conditions

Selective Site Demolition

Section 02 41 13 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT SUMMARY

Under Item A, Subitem 2

Remove subitem (b).

Modify subitem (c) as follows:

c. Remove Asphalt Pavement (Street, Trail, Driveway) Removing Asphalitic Surface: Per square yard without regard to thickness. Sawcutting asphalt pavement full depth at removal limits is incidental to asphalt pavement removal. Removal of asphalt pavement due to replacement of structure adjustment rings is incidental to the ring replacement.

Modify subitem (e) as follows:

e. Mill Asphalt Pavement Removing Asphalitic Surface Milling: Per square yard, according to depth regardless of depth, including off-site disposal.

Modify subitem (g) as follows:

g. Remove Concrete Pavement Removing Concrete Surface: Per square yard without regard to thickness. Concrete removal includes concrete valley gutters, concrete walks, concrete driveway pavement, concrete medians, and other surfaces as shown on the plans.

Modify subitem (k) as follows:

k. Remove Concrete Curb and Gutter Removing Curb & Gutter: Per linear foot, regardless of type and includes saw cutting at removal limits.

Modify subitem (r) as follows:

r. Remove Catch Basin or Manhole Removing Catch Basins: Per each regardless of size of structure. Granular material is incidental to the removal.
Exterior Improvements

Flexible Paving

Section 32 12 01 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A

Add the following:

12. Asphaltic Surface Patching (5 MT 58-34 H): Measurement will be by square yard. Payment will include all costs associated with patching the street, driveway, or other asphalt surface to the thickness of the adjacent pavement or as shown on the project plans (if specified). Pavement mix designation is as specified in the bid item.

Concrete Walks, Medians, and Driveways

Section 32 13 14 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A, subitem 1:

Remove subitems (b) and (c) and replace with the following:

b. Excavation for sidewalk construction shall be incidental to the concrete sidewalk construction.

c. Dense graded base beneath the concrete sidewalk shall be incidental to the concrete sidewalk construction.

Under Item A, subitem 12:

Modify as follows:

12. Concrete Valley Gutter Concrete Pavement 7-Inch: Measurement shall be on the basis of in-place square yard. **Measurement of pavement will not include the gutter portion of wrap-around curb on driveway apron approaches.**

a. Payment of the Bid Item shall include the following:

(1) Saw cutting of existing pavement

(2) Removal and disposal of existing asphalt and all excess materials per Section 02 41 13

(3) Excavation and subgrade preparation

(4) Dense graded base

(5) Concrete materials (high early)

(6) Subgrade and dense graded base preparation
(7) Placement of materials
(8) Labor and equipment
(9) Reinforcement
(10) Finishing
(11) Curing and protection
(12) Patching adjacent asphalt pavement per Section 32-12-01

Under Part 3.04 JOINT CONSTRUCTION

Under Item A, subitem 3:

Modify as follows:

3. Contraction joints shall be sawed for concrete sidewalks that are open to pedestrian traffic. Joints in concrete median pavement that is not meant for pedestrian traffic may be tooled.

Under Part 3.05 METAL REINFORCEMENT

Under Item A, subitem 1:

Modify as follows:

1. Valley gutters: Install 3 No. 4 epoxy-coated steel reinforcing rods in the lower portion of the valley gutter section with minimum 2-inches coverage on all sides. Reinforcing rods shall be continuous through the valley gutter if possible. If the valley gutter is too wide for a single length of reinforcing rod, reinforcing rods shall be tied together to span the entire width of the valley gutter.

Concrete Curbs and Gutters

Section 32 16 13 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A:

Add the following:

5. Drilled Tie Bars: Measurement shall be per each bar installed. Payment of the Bid Item includes the following:

- Drilling of tie bars
- Placement of materials
- Grouting tie bars in existing concrete
- Labor and equipment

Under Part 2.01 MATERIALS

Add the following:

G. Tie Bars:
1. Tie bars shall be epoxy-coated #4 bars in 2 foot lengths.

2. Ends shall be epoxy-coated (cutting of bars without subsequently coating the ends is not allowed).

Under Part 3.05 METAL REINFORCEMENT

Under Item A:

Add the following:

2. Curb replacement: Install 3 No. 4 epoxy-coated steel tie bars in the middle portion of the gutter section with minimum 2-inch coverage on all sides. Middle tie bar shall be centered on the curb & gutter section +/- 2 inches. Tie bars shall be inserted 1 foot into existing curb & gutter with 1 foot extending into the new curb & gutter section. Insertion of tie bar into existing curb & gutter shall be grouted. Existing and new curb shall be tied on both sides of the replacement section.

Pavement Markings

Section 32 17 23 of the Standard Project Manual shall apply, except as follows:

Under 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A, subitem 1, subitem a:

Modify subitem (2) as follows:

2) Double lines shall be measured to include both lines per linear feet of quantity because they are applied simultaneously with each line separately measured (e.g., double the quantity of a single continuous line).

Under 3.04 APPLICATION

Under Item A, subitem 3:

Modify as follows:

3. 4-inch broken line consists of 10 feet of paint and 40 feet space either 30 or 40 feet space as shown in the plans (1 cycle).

Add the following:

C. Crosswalk Markings

“Continental” markings refer to crosswalk blocks marking the crosswalk without a border to the crosswalk.

Crosswalk blocks shall be 3’ wide and 1.5’ longer on either side of the curb ramps for the crosswalk (for example, for a 5’ wide curb ramp opening, the crosswalk blocks would be 8’ long).

Crosswalk blocks shall be arranged to avoid likely wheel tracks of crossing vehicles to maximize durability of the markings. Typical widths between crosswalk blocks are 3’ but may be greater or lesser at the direction of the Engineer. The Contractor shall coordinate crosswalk markings with the Engineer prior to placement of the crosswalk markings to align the crosswalk markings appropriately.
D. Diagonal Markings

Diagonal markings shall be placed with 25’ spacing and at 45 degrees from the intersecting edge lines.

Turf and Grasses

Section 32 92 00 of the Standard Project Manual shall apply, except as follows:

Under 1.02 PRICE AND PAYMENT PROCEDURES

*Add the following:*

13. Site Restoration: Measurement will be by square yard of area restored. Payment will include furnishing, installing, and maintaining all materials in the following list:

- Topsoil Borrow
- Fertilizer
- Seeding
- Mulch
- Weed Control
- Watering
- Other maintenance
- Temporary seeding as needed for erosion control

Under 3.04 TOPSOIL BORROW

Under Item B:

*Modify as follows:*

B. 4.6 inch minimum compacted thickness.
Utilities

Adjust Miscellaneous Structures

Section 33 05 17 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Under Item A

Add the following:

9. Adjusting Catch Basins – Remove and Replace Rings: Measurement will be by each structure adjusted. Payment for this item will include the following:
   - Salvaging existing catch basin casting
   - Removal and disposal of existing adjustment rings
   - Furnishing and placement of new adjustment rings
   - Placement of existing catch basin casting or new catch basin casting (as appropriate)

10. Adjusting Manholes – Remove and Replace Rings: Measurement will be by each structure adjusted. Payment for this item will include the following:
    - Salvaging existing manhole casting
    - Removal and disposal of existing adjusting rings
    - Furnishing and placement of new adjustment rings
    - Placement of existing manhole casting or new manhole casting (as appropriate)
    - Removal and replacement of asphalt pavement around the manhole per City standard details

11. Adjusting Manholes – Steel Ring Adjust: Measurement will be by each structure adjusted. Payment for this item will include the following:
    - Protection of existing manhole casting and adjustment rings in-place
    - Furnishing and placement of steel paving ring to adjust manhole to new pavement height

12. Adjusting Water Valve Boxes: Measurement will be by each valve box adjusted. Payment for this item will include the following:
    - Protection of existing water valve box being adjusted
    - Adjusting existing water valve box to match new pavement height
    - Removal and replacement of asphalt pavement around the water valve box per City standard details

13. Replacing Water Valve Box Top Section: Measurement will be by each valve box top section replaced. Payment for this item will include the following:
    - Removal of existing water valve top section
• Furnishing and installing new water valve top section
• Adjusting new water valve box to match new pavement height
• Removal and replacement of asphalt pavement around the water valve box per City standard details

14. Inlet Covers: Measurement will be by each casting supplied. Payment for this item will include the following:

• Salvaging existing catch basin inlet cover to the City
• Furnishing and installing new catch basin casting per the Standard Project Manual

Under Part 3.06 SCHEDULE OF ADJUSTMENTS

Under Item B, subitem 3:

**Modify subitem (d) as follows:**

d. Top of casting to be \( \frac{1}{4} \) to \( \frac{3}{8} \) to \( \frac{5}{8} \) inch lower than the final asphalt pavement grade, as measured with a 6-foot straight edge centered on the structure.

Under Item G, subitem 3:

**Modify subitem (e) as follows:**

e. Top of box to be \( \frac{1}{4} \) to \( \frac{3}{8} \) to \( \frac{5}{8} \) inch lower than the final asphalt pavement grade, as measured with a 6-foot straight edge centered on the box.

**Storm Drainage Utilities**

Section 33 40 00 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

**Remove and replace Item A with the following:**

A. Measurement and Payment:

1. Storm Sewer Pipe: Measurement will be by linear foot of pipe constructed as measured from center of structure to center of structure regardless of depth. The pipe type will be as specified in the Bid Item. Payment includes furnishing and installation of pipe, pipe bedding per Section 33 05 05, and backfilling.

2. Catch Basins 2x3-FT: Measurement will be by linear foot measured from the invert at the center of the structure to the flow line at the casting. Castings will be paid for under the Inlet Covers bid item. Payment for this Bid Item includes the following:

• Fabrication of reinforced concrete catch basin structure of 2 foot by 3 foot size according to approved shop drawings
• Delivery of the structure to the site
• Adjusting rings
• Backfilling
• Mudding/grouting doghouses on both sides of the structure
• Pouring invert(s)
3. Connecting to Existing Storm Sewer: Measurement will be by each connection to the existing storm sewer system made, whether it is at an existing pipe or in an existing manhole. Payment for the Bid Item includes the following:

- Sawcutting required for the connection work
- Removal of concrete pipe or concrete structure
- Mudding/grouting of existing structures as needed

4. Repairing Catch Basins or Manholes: Measurement will be by each catch basin or manhole repaired. Payment for the Bid Item includes the following:

- Mudding/grouting structures as directed by the Engineer regardless of the amount of work needed per structure

Under Part 3.03 INSTALLATION

Add the following:

M. Repairing Catch Basins or Manholes:

Repairing work consists of mudding and grouting catch basins or manholes as directed by the Engineer. Each catch basin and manhole scheduled for repair work is shown on the plans. Repair work may entail repairing cracks in the structure, re-sealing doghouse(s), repairing inverts, repairing adjusting rings that are not scheduled for removal and replacement, and/or other work as directed by the Engineer. Areas needing repair shall be cleaned prior to repair work.
Transportation

Traffic Signs and Devices

Section 34 41 05 of the Standard Project Manual shall apply, except as follows:

Under Part 1.02 PRICE AND PAYMENT PROCEDURES

Remove and replace Item A with the following:

A. Measurement and Payment

1. Signing – Conventional: Measurement shall be by square feet of the sign for all standard signs covered by the Wisconsin Manual on Uniform Traffic Control Devices, except as described in Signing – Street Blades. Measurement for Stop signs shall be measured as if they were square (e.g., a 36”x36” Stop sign shall be measured as 9 square feet rather than the actual area of the octagon shape). Payment for this Bid Item shall include:

- Furnishing the sign
- Retroreflectivity requirements
- Any posts needed to mount the sign (regardless of amount or height required)
- Framing hardware needed for multiple signs installed in the configurations shown on the plan
- Sign mounting in asphalt or concrete

2. Signing – Street Blade: Measurement shall be by square feet of the sign for all street name signs. Measurement will be made for one side of the sign only for signs with legends on both sides of the sign. Payment for this Bid Item shall include:

- Furnishing the sign
- Retroreflectivity requirements
- Any posts needed to mount the sign (regardless of amount or height required)
- Framing hardware needed for multiple signs installed in the configurations shown on the plan
- Sign mounting in asphalt or concrete

Under Part 2.01 MATERIALS

Under Item B

Modify subitem c as follows:

c. Fabricate sign legends with addresses according to the plan.

Loop Detectors

PART 1 GENERAL

1.01 SUMMARY
Section includes installation of loop detector conduit and wiring for any loop detectors impacted by milling work.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Loop Detectors: Measurement will be by the length of conduit installed regardless of the amount of wiring included in the conduit for the loop detector. Payment for this Bid Item will include the following:

- Removal of all or portions of existing loop detector
- Sawcutting, cleaning, and/or other preparation of pavement for loop detector conduit placement
- Furnishing and installing loop detector conduit
- Furnishing and installing loop detector pull wire, lead-in cable, wiring, and splicing.

1.03 REFERENCES

A. Wisconsin Department of Transportation “Standard Specifications for Highway and Structure Construction”, latest edition including all current supplements (WisDOT):

1. Section 652: Electrical Conduit
2. Section 655: Electrical Wiring

PART 2 PRODUCTS

2.01 MATERIALS

A. Conduit: All conduit shall follow WisDOT Spec. 652.2.5.

B. Wiring: All wiring shall follow WisDOT Spec. 655.2.7 (for Lead In Cable) and 655.2.8 (for Wire).

PART 3 EXECUTION

3.01 GENERAL

A. Loop detectors only need to be replaced if disturbed by the milling operation. Loop detectors do not need to be replaced if not disturbed by the milling operation. If disturbed during milling, follow the instructions in this section.

B. The Industrial Street/Crest View Drive signal includes loop detection. It is believed that the Stageline Road/Carmichael Road signal does not operate with loop detectors but instead with camera detection.

3.02 PREPARATION

A. Prepare loop detector slots per WisDOT Spec. 652.3.1.5.

3.03 INSTALLING CONDUIT

A. Install loop detector conduit per WisDOT Spec. 652.3.1.6. Mark and inspect conduit per WisDOT Spec. 652.3.2.
3.04 LOOP DETECTOR LEAD-IN CABLE
   A. Install loop detector lead-in cable per WisDOT Spec 655.3.1 and 655.3.8.

3.05 WIRING
   A. Install loop detector wiring per WisDOT Spec 655.3.1 and 655.3.9.