



PUBLIC WORKS COMMITTEE

*****AMENDED*** AGENDA**

March 15, 2022 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderpersons Dekker, Perrella, Salazar, Savaglio, and Walton may attend meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: February 15, 2022

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 147-21-22 / March 7, 2022: A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program.
7. Res. No. 151-21-22 / March 7, 2022: A RESOLUTION reorganizing and reestablishing a Sustainable Sheboygan Task Force.
8. Res. No. 152-21-22 / March 7, 2022: A RESOLUTION authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project.
9. Res. No. 165-21-22 / March 7, 2022: A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project.
10. DIRECT REFERRAL Res. No. 167-21-22 / March 10, 2022: A RESOLUTION authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project.
11. DISCUSSION ONLY 2021 Annual Report Presentation

NEXT MEETING DATE

12. Next regular meeting date: March 29, 2022

ADJOURNMENT

13. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, February 15, 2022

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Alderperson Andre Walton, Chair Dean Dekker, Alderperson Markus Savaglio.

COMMITTEE MEMBERS EXCUSED: Vice Chair Grazia Perrella.

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Streets and Sanitation Jason Blasiola, Superintendent of Wastewater Steve Jossart, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Facilities and Traffic Mike Willmas, Business Manager Dawn Sokolowski, Assistant City Attorney Thomas Cameron, City Forester Tim Bull (remote), and Civil Engineer/Project Manager Kevin Jump.

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes

MOTION TO APPROVE MINUTES FROM JANUARY 25, 2022

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. RES. NO. 128-21-22 / FEBRUARY 7, 2022 / DOC 27 A resolution pursuant to Sheboygan Municipal Code §74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

- 7. RES. NO. 132-21-22 / FEBRUARY 7, 2022 / DOC 28 A resolution authorizing the appropriate City official to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.
 Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

- 8. RES. NO. 133-21-22 / FEBRUARY 7, 2022 / DOC 28 A resolution authorizing the appropriate City officials to execute an agreement with Schichtel’s Nursery, Inc. regarding the purchase of street trees.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.
 Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

- 9. RES. NO. 135-21-22 / FEBRUARY 7, 2022 / DOC 30 A resolution authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.
 Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

- 10. RES. NO. 136-21-22 / FEBRUARY 7, 2022 / DOC 31 A resolution authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.
 Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

NEXT MEETING DATE

- 11. Next regular meeting date: March 1, 2022

ADJOURNMENT

- 12. Motion to adjourn

MOTION TO ADJOURN AT 5:55 PM
 Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.
 Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 8, 2022

MEETING DATE: March 15, 2022

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:	40033140-631300	Wisconsin	N/A
Budget Summary:	Sidewalk/Trail	Statutes:	
	Improvements	Municipal Code:	N/A
Budgeted Expenditure:	\$157,980		
Budgeted Revenue:	N/A		

BACKGROUND / ANALYSIS: On an annual basis, the Department of Public Works contracts for the replacement of fractured or broken concrete sidewalks within the City based upon need. For 2022 approximately 16,000 square feet of sidewalks have been identified as being in need of replacement.

STAFF COMMENTS: Recommend adoption of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 147-21-22 authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program.

ATTACHMENTS:

- I. Res. No. 147-21-22
- II. Klunck Masonry Construction Agreement
- III. Summary of Bids Received

III

Res. No. 147 - 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids for the 2022 Sidewalk Program (the "Improvements"); and

WHEREAS, two bids were received in response to the advertisement for bids; and

WHEREAS, the bids were based on the plans and specifications contained in the Project Manual for the Improvements, a copy of which is attached to this Resolution; and

WHEREAS, the low bid was from Klunck Masonry, LLC in the amount of \$157,980; and

WHEREAS, a summary of the bid response from Klunck Masonry, LLC is attached to this Resolution; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Klunck Masonry, LLC for the construction of the Improvements (the "Agreement").


PW

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$157,980, from Account No. 40033140-631300 (Capital Project Fund - Streets/Alleys/Sidewalks - Sidewalk/Trail Improvements) to pay for the construction done pursuant to the Agreement.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	1 of 7

AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
Klunck Masonry, LLC (“Contractor”).

Owner and Contractor hereby 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 street and utility construction.

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: 40033140-631300

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and 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 *Contract Times: Dates*
- A. The Work will be substantially completed on or before August 26, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Not Used.

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4.04 *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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):
1. **Substantial Completion:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. **Milestones:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:

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- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. 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 set off by Owner pursuant to Paragraph 15.01.E 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 punch list of items to be completed or corrected prior to final payment.

6.03 *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.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 2/7/2022
 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid consisting of 1 page
 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor’s Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.


8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint

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Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MANU				
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:
City of Sheboygan

CONTRACTOR:

By: _____
 (signature)
 Name,
 Title: Ryan Sorenson, Mayor

Klunck Masonry LLC
 By: _____
 (signature)
 Name,
 Title: _____
 (printed)

Date: _____

Date: _____

Attest: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
 (signature)
 Name,
 Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:
 City of Sheboygan – Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
 (signature)
 Name, Charles C. Adams, City Attorney
 Title:
 Date: _____


PROJECT MANUAL

BID NUMBER:
2469-22




2022 Sidewalk Program

January 2022

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2022 Sidewalk Program

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	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 50	Concrete Sidewalk Program	9

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ADVERTISEMENT FOR BIDS

2022 Sidewalk Program

Bid No. 2469-22

Owner and Work: The City of Sheboygan hereby gives notice that sealed public bids will be received for 2022 Sidewalk Program. The majority work of this contract is generally described as follows:

16,000 SF remove concrete sidewalk and approaches; 200 SF concrete apron removal; 100 LF remove curb and gutter; 200 SF remove integral sidewalk/curb; 100 CY excessive cut; 100 CY excessive fill, gravel; 16,000 SF, 4-inch concrete sidewalk; 500 SF, 6-inch concrete sidewalk; 100 LF, 30-inch curb and gutter; 200 SF, 7-inch concrete aprons; 100 LF, 6-inch concrete curb; 400 SF, integral sidewalk and curb; 200 LF concrete sawing; 1000 SF grading for new sidewalk; 120 SY 4-inch topsoil, seed, fertilizer; 200 SF, 6-inch concrete sidewalk with panel finish; 20 EA, curb ramp detectable warning field. Root grinding and removal shall be incidental to the contract.

Time and Place of Bid Opening: Bids will be received until 10:00 AM Local Time on Wednesday, February 9, 2022. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.

Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of \$30 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8111314

QuestCDN: Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in free membership registration, downloading, bidding and working with this digital project information.

Pre-Bid Qualification: All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. Forms are included in the proposed contract documents.

Bid Security: A satisfactory Bid Bond, payable to the City of Sheboygan, WI, in an amount not less than five (5%) percent of the bid.

Legal Provisions: This contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 779.15 of the Wisconsin Statutes.

Ryan J. Sazama, P.E., A.I.A.
City Engineer



PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders	
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ARTICLE 1 – DEFINED TERMS


- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.
- 1.02 QuestCDN has the following meaning:
- A. The term “QuestCDN” is used to describe the Quest Construction Data Network website or the Quest vBid online bidding website, available at <http://www.questcdn.com//>.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the bid advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prospective Bidders are required to furnish or have on file a valid Bidder's Proof of Responsibility form (Form 00 45 13) with the City of Sheboygan Engineering Division not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are attached to the contract documents for the use of all interested bidders.
- 3.02 Said form shall fully develop the bidder's financial ability, adequacy of plant, equipment and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts.
- 3.03 The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from Statement's date.
- 3.04 The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City contracts.
- 3.05 A Bidder's failure to submit required qualification information within the times indicated will disqualify Bidder from bidding on the Contract.
- 3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.07 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.


4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Engineer will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

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4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.


4.04 Other Work at the Site

- A. Reference is made to Specification Section 01 11 00 –Summary of work in the Project Bidding Documents for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

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- E. consider the information known to Bidder itself; 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; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA


7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the

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Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones, if identified are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES


- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.


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- 12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered with the written consent of the City.
- 12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City a Non-Collusion Affidavit from each Subcontractor.

If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

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ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Worksheet under the required section.

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances


- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed in the advertisement or invitation to bid and shall be submitted using QuestCDN as prescribed in the advertisement or invitation to bid.
- 15.02 Only Bidders qualified in accordance with Article 3 will be allowed to access the Quest Bid Worksheet. Engineer will grant access to online Quest Bid Worksheet on QuestCDN. If bidder is qualified in accordance with Article 3 and needs access to Bid Worksheet, bidder shall contact Engineer.
- 15.03 Bid Security and other required documents shall be submitted using QuestCDN.
- 15.04 Paper bids or Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Bids may be modified and revised using QuestCDN until the such time the bids are opened as indicated in the advertisement or invitation to bid
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

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and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS


- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bids have been reviewed.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.
 - B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:
 1. If no Alternate is present, bids will be compared on the basis of the “Base Bid” and this amount will be the basis for determining the lowest Bidder.
 2. If an Alternate is present, bids will be compared on the basis of the “Adjusted Base Bid” and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the “Adjusted Base Bid.”
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.


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ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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ARTICLE 1 – THE PROJECT

The Project, of which the Work under the Bid is a part, is generally described as follows 2022 Sidewalk Program for the City of Sheboygan, Wisconsin, City Bid Number: 2469-22

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

2.02 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.

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

3.01 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.

ARTICLE 4 – BIDDER’S REPRESENTATIONS

4.01 *In submitting this Bid, Bidder represents that:*


A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

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to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – BIDDER'S CERTIFICATION

5.01 *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 is fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 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;
 - 2. "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

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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.
- F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

- 6.01 Bidder will complete the Work in accordance with the Contract Documents for the price submitted on the QuestCDN website.
- 6.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) 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, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement and paragraph 19.01 of the Supplementary Conditions as to liquidated damages.


ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted using QuestCDN and made a condition of this Bid:
- A. QuestCDN Bid Unit Price Worksheet as submitted on QuestCDN.
 - B. Required Bid security;
 - C. List of Subcontractors (Document 00 45 50).

ARTICLE 9 – DEFINED TERMS

- 9.01 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.

(Continued on next page)

PROJECT MANU			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form
		Section:	00 41 43
		Bid Number:	2469-22

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name]
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

Title: _____


Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Unit Price Worksheet	
		Section: 00 41 44	
		Bid Number: 2469-22	Page: 1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. The bid worksheet on the following page(s) is representative of the official bid worksheet located on the QuestCDN website.
- B. The bid worksheet located on the QuestCDN website takes precedence over the bid worksheet in this section.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
2022 Sidewalk Program	Required						
	1	2022-1	Remove Concrete Sidewalk and Approaches	SF	16000		
	2	2022-2	Remove Concrete Aprons	SF	200		
	3	2022-3	Remove Curb & Gutter	LF	100		
	4	2022-4	Remove Integral Sidewalk/Curb	SF	200		
	5	2022-5	Excessive Cut	CY	100		
	6	2022-6	Excessive Fill/Gravel	Cy	100		
	7	2022-7	Concrete Sidewalk 4-inch	SF	16000		
	8	2022-8	Concrete Sidewalk 6-inch	SF	500		
	9	2022-9	Concrete Apron 7-inch	SF	200		
	10	2022-10	Concrete Curb and Gutter 30-inch	LF	100		
	11	2022-11	Concrete Curb 6-inch	LF	100		
	12	2022-12	Integral Sidewalk & Curb	SY	400		
	13	2022-13	Concrete Sawing	LF	200		
	14	2022-14	Grading For New Sidewalk	SF	1000		
	15	2022-15	4-inch Topsoil, Seed & Fertilizer	SY	120		
	16	2022-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200		
	17	2022-17	Curb Ramp Detectabel Warning Field	EA	20		

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SHEBOYGAN

BIDDER'S PROOF OF RESPONSIBILITY

This proof of Responsibility is required pursuant to Section 66.0901 of the Wisconsin Statutes.

(Must be filed with the Engineering Division not less than five (5) days prior to the time set for opening of bids.)

This form should be submitted to:

City of Sheboygan
Engineering Department
Municipal Service Building
2026 New Jersey Avenue
Sheboygan WI 53081

NOTE: The contents of this questionnaire shall be confidential for the exclusive use of the contracting agency and shall not be made public except by written permission of the prospective bidder.

BIDDER'S PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the Engineering Division is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from this Statement's date.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
_____ Corporation _____ Partnership _____ Individual

2. Bidder's Address _____

City _____ State/Zip _____

Phone No. _____ FAX No. _____

E-Mail Address _____

3. When organized? _____ Where incorporated? _____

4. How many years have you been engaged in the contracting business under the present firm name? _____

5. Contracts on hand (Show present contracts, including a schedule as to estimated completion date and gross amount of each contract.

Date Awarded	Type of Work	Percent Completed	Anticipated Completion Date	Cost of Work

(If additional space is required, file separate sheet with details.)

6. General character of work performed by your firm.

(If additional space is required, file separate sheet with details.)

7. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, attach a statement explaining where and why.

8. Have you ever defaulted on a contract? _____ Yes _____ No

If so, explain where and why.

(If additional space is required, file separate sheet with details.)

9. List your major equipment.

(If additional space is required, file separate sheet with details.)

10. List your experience in the construction of work similar in importance to this project.

(If additional space is required, file separate sheet with details.)

11. Show background and experience of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

12. Credit available. Furnish written evidence, preferably from banks.

13. Financial Statement:

Condition at Close of Business on _____, _____.

Assets:

- a. Cash _____
- b. Accounts Receivable _____
- c. Real Estate Equity _____
- d. Materials in Stock _____
- e. Equipment, Book Value _____
- f. Furniture & Fixtures
Book Value _____
- g. Other Assets _____
- TOTAL ASSETS \$ _____

Liabilities:

- h. Accounts, Notes &
Interest Payable _____

i. Other Liabilities _____
 TOTAL LIABILITIES \$ _____
NET WORTH \$ _____

14. Additional information may be submitted if desired.

Dated at _____ this _____ day of _____, _____ .

NAME OF ORGANIZATION

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn says that he is
 _____ of _____
 (Organization)


and that the answers of the foregoing questions and all statements contained are true and correct.

Signed _____

Subscribed and sworn to before me this _____ day of _____, _____ .

_____ Notary Public

My commission expires _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Non-Collusion Affidavit of Subcontractor		
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State of _____)
)§
 County of _____)

_____, being first duly sworn, deposes and says that:


- 1) He is _____ of
 (Owner, partner, officer, representative or agent)
 _____ hereinafter referred
 to as the "Subcontractor";
- 2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the Project in City of Sheboygan, Wisconsin
- 3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal:
- 4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

 Signed

 Title

Subscribed and sworn to before me
 this _____ day of _____, 20____.

My commission expires _____


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: List of Subcontractors	
		Section: 00 45 50	
		Bid Number: 2469-22	Page: 1 of 1

Project Name: **2022 Sidewalk Program**

List proposed subcontractors below. If no subcontractors are proposed check the box next to "No Subcontractors". This form is still required to be submitted if no Subcontractors are proposed. Add Additional sheets as may be necessary.

No Subcontractors.

Name of Proposed Subcontractors		Class of Work
1	Name:	
	Address:	
2	Name:	
	Address:	
3	Name:	
	Address:	
4	Name:	
	Address:	
5	Name:	
	Address:	
6	Name:	
	Address:	
7	Name:	
	Address:	
8	Name:	
	Address:	

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	1 of 7

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
//Contractor// ("Contractor").

Owner and Contractor hereby 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 street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Union Avenue Reconstruction, Georgia Avenue to S. 26th Street for the City of Sheboygan, Wisconsin, City Bid Number: 2456-21

2.02 City of Sheboygan Resolution: //Resolution Number//

2.03 City of Sheboygan Account Number: //Account Number(s)//

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and 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 *Contract Times: Dates*


A. The Work will be substantially completed on or before August 26, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Not Used.

4.04 *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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

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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):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

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- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


- B. 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 set off by Owner pursuant to Paragraph 15.01.E 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 punch list of items to be completed or corrected prior to final payment.

6.03 *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.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Addenda (not attached but incorporated by reference)
 - a. Number **{Number}** dated **{Date}**.
 - b. Number **{Number}** dated **{Date}**.
 - c. Number **{Number}** dated **{Date}**.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of **{Total Pages}**.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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,

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(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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MANU					
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		Section:	00 52 00		
		Bid Number:	2469-22	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:
City of Sheboygan

CONTRACTOR:
{Contractor} _____

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

By: _____
Engineer/Project Manager

Title: _____

Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

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

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

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

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

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

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

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

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

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

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

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

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: Shop Drawings Product Data Test Results Other

COMMENTS:

Click here to enter text.



Contractor's Application for Payment No.

	Application Period:	Application Date:
To	From (Contractor):	Via (Engineer): N/A
Project:	City Bid Number:	Contractor's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
	NET CHANGE BY			
	CHANGE ORDERS			

<p>1. ORIGINAL CONTRACT PRICE..... \$ _____</p> <p>2. Net change by Change Orders..... \$ _____</p> <p>3. Current Contract Price (Line 1 ± 2)..... \$ _____</p> <p>4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____</p> <p>5. RETAINAGE:</p> <p style="padding-left: 40px;">a. 5% X _____ Work Completed..... \$ _____</p> <p style="padding-left: 40px;">b. X _____ Stored Material..... \$ _____</p> <p style="padding-left: 40px;">c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____</p> <p>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____</p> <p>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____</p> <p>8. AMOUNT DUE THIS APPLICATION..... \$ _____</p> <p>9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____</p>	<p>Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)</p> <p>is recommended by: _____ (Date) (Engineer/Project Manager)</p> <p>Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)</p> <p>is approved by: _____ (Date) (City of Sheboygan)</p>
---	---

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

RFI #: [Click here to enter text.](#)

CITY BID NUMBER: [Click here to enter text.](#)

DATE SUBMITTED: [Click here to enter a date.](#)

PROJECT TITLE: [Click here to enter text.](#)

DATE RESPONSE REQUESTED: [Click here to enter a date.](#)

REQUESTED BY: [Click here to enter text.](#)

CONTRACTOR: [Click here to enter text.](#)

SPECIFICATION SECTION OR DRAWING NUMBER:

[Click here to enter text.](#)

DESCRIPTION OF REQUEST:

[Click here to enter text.](#)

DOCUMENTS ATTACHED: Yes No

DETAILED RESPONSE:

[Click here to enter text.](#)

DOCUMENTS ATTACHED: Yes No

PREPARED BY: [Click here to enter text.](#)

DATE RESPONSE SENT: [Click here to enter a date.](#)

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price: _____

Increase/(Decrease) from Previously Accepted Change Orders: _____

Contract Price Prior to this Change Order: _____

Increase/(Decrease) of this Change Order: _____

Contract Price Incorporating this Change Order: _____

Change in Contract Times Summary

	Substantial Completion	Ready for Final Payment
Original Completion Date (or days):	_____	_____
Increase/(Decrease) from Previously Accepted Change Orders:	_____	_____
Completion Date (or days) Prior to this Change Order:	_____	_____
Increase/(Decrease) of this Change Order:	_____	_____
Completion Date (or days) Incorporating this Change Order:	_____	_____

The Contract is modified as follows upon execution of this Change Order:

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension

					Total Additional Work:

Revise the Following Items of Work

Item #:	Description	Original				Revised			
		Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension
N/A									
					Original Total:				
					Revised Total:				
					Total Revised Work (Revised - Original):				
					Contract				
					Total Additional Work:				
					Total Revised Work:				
					Net Change in Contract:				

Final quantities to be determined based on actual quantities constructed and measured.

Contract Change Order

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Revise the Project Manual and Specifications as Follow

Signatures

Recommended By: _____
Engineer/Project Manager

Date:

Accepted By: _____
Contractor (Authorized)

Date:

Accepted By: _____
City of Sheboygan

Date:

Project Name: [Click here to enter text.](#)

Bid Number: [Click here to enter text.](#)

Contractor: [Click here to enter text.](#)

This Preliminary Final Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work:

//Enter text here//

Date of Substantial Completion: [Click here to enter a date.](#)

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate, if appropriate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The following documents are attached to and made a part of this Certificate: [Click here to enter text.](#)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY CITY:

RECEIVED:

By: _____
Engineer/Project Manager


By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance	
		Section:	00 65 18	
		Bid Number:	2469-22	Page:

PROJECT NAME: **2022 Sidewalk Program**

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the CITY OF SHEBOYGAN, hereinafter called the OWNER, and _____, hereinafter called the Contractor, for the above referenced project.

I further certify and declare that, except as listed below, all bills for materials, supplied, utilities, and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities, and/or demands of State or Federal Agencies, subcontractors, materialmen, mechanics, laborers, or any others resulting from or arising out of any work done, caused to be done, or ordered to be done by the Contractor under the contract.

EXCEPTIONS: (If none, write "NONE," Contractor shall furnish a bond, acceptable to the Owner, for each exception)

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances, and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion of Final Acceptance.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the trust and statements contained herein.


Signed

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

(Seal)

PROJECT MANU					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Consent of Surety to Final Payment		
		Section:	00 65 19		
		Bid Number:	2469-22	Page:	1 of 1

TO OWNER: City of Sheboygan
 2026 New Jersey Avenue
 Sheboygan, WI

PROJECT NAME: 2022 Sidewalk Program

DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety Name: _____

Address: _____

_____, Surety,

on bond of,

Contractor Name: _____

Address: _____

_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Sheboygan
 2026 New Jersey Avenue
 Sheboygan, WI

, Owner,

as set for in said Surety's bond.

Attest: _____
 (Seal): (Surety)

 (Signature of Authorized Representative)

 (Print Name and Title)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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www.asce.org

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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 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 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.
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.

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.

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.
- 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 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.

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 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.
- 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 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.
- 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.
- 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 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.

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 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;
 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 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 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 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 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 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.
 - 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);
 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 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.

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.
- 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;
 - 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.
 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.
- 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.
- 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.

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.

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.
- 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.
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 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.
 - 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
 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.
- 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.
- 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.
- 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.

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.

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.
- 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.

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.
- 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:
 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.

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 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 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
 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 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.
 - 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, expeditors, 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 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 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.
- 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, 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, 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 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.
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;
 - 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 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 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.
 - 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, 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.
- 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, 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 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.

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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GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49”

- 49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

- B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms “City” and “Owner” in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

- H. Business Day:
 - 1. The words “business day” mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS


SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

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record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of \$100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work 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.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points

Delete paragraph 4.03.A and replace with the following:

- A. Engineer 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. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. 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 a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress


Delete paragraph 4.05.C.2 and replace with the following:

- C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

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

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

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4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work
6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

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

4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance


Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

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

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additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

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


Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

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


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

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

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.

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

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Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

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


Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$1,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements.* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor’s Pollution Liability Insurance.* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

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Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

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

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

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

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence


Add the following paragraphs immediately after Paragraph 7.02.B

- A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

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

- 1. Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.

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2. Owner's Legal Holidays are as follows:

- a. New Year's Day
 Good Friday (Friday before Easter)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day
- b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.


SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

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ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

Modify paragraph 8.02 as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:


Delete the words “30 days” and replace with the words “10 days”.

SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer’s Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer’s Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer’s Consultants, or the construction coordinator on account of any such damage or Claim.

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- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 – CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:


Delete the words "30 days" and replace with the words "10 days".

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

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

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

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

- The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC – 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words “20 Days” and replace with the words “thirty days”.

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words “Ten days” and replace with the words “Forty-five days”.

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

- Contractors Affidavit of Compliance (Document 00 65 18)


LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

ARTICLE 19 – LIQUIDATED DAMAGES


SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES

- The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

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LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

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PART 1 – GENERAL

1.01 SUMMARY

- A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.
- B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 WORK BY THE CITY

- A. None

1.04 TRAFFIC CONTROL

- A. Maintain at least one lane of traffic in each direction at all times.

1.05 PERMITS


- A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:
 - a. None.

1.06 SUBSURFACE AND PHYSICAL CONDITIONS

- A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:
 - a. None.
- B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:
 - a. None.

1.07 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are
 - a. None.

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

a. None.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

- A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

- A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS


- A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.
- B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

- A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.
- B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.
- C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIREMENTS

- A. Maintain access to business and residents at all times, unless otherwise noted.

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- B. Provide continuous access for emergency vehicles.
- C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

- A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

- A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.
- B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS


- A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
 - 1. Items to be discussed at meeting shall include, but not be limited to:
 - a. Review of progress since previous meeting.
 - b. Review Outstanding Items since last meeting.
 - c. Contractors Schedule (3-week look ahead).
 - d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

- A. Layout of the work is the responsibility of the Contractor.
- B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS

- A. Work-Related Submittals:
 - 1. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

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2. Product Data:
 - a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
3. Test Results:
 - a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
4. Miscellaneous Submittals:
 - a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.

B. Action On Submittals

1. Unsolicited Submittals:
 - a. Engineer will return unsolicited submittals without reviewing.
2. Response:
 - a. Marked: "Approved"
 1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
 - b. Marked: "Approved As Noted"
 1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
 - c. Marked: "Not Approved"
 1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
 2. Prepare new submittal complying with Contract Documents and Engineer's notations.
 - d. Marked: "Filed for Record"
 1. Work covered by the submittal does not require approval.
 2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

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1.14 PROJECT OBSERVATION

- A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.
- B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

- A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS


- A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- C. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

- A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.
- B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.
- B. Engineer has final authority to revise haul routes, procedures, and operation times.
- C. Keep haul routes clean and free of construction material and debris.
- D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

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- E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

- A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.
- B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.
- C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

- A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

- A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2469-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Quality assurance.
 2. Procedures to measure and report the quality and performance of the Work.
 3. Requirements for Contractor Cooperation
 4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS


- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
 2. Project Number and Title
 3. Inspector or Tester
 4. Date and time of sampling, testing or inspection
 5. Location of inspection or test
 6. Identification of product and applicable Specification Section.
 7. Test Results
 8. Conformance with Contract Documents.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.
- D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

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1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- 1.06 LABORATORY RESPONSIBILITIES
- A. Test samples and perform field tests.
 - B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - C. Ascertain compliance with the requirements of the Contract Documents.
 - D. When requested by Engineer, provide interpretation of test results.
- 1.07 LIMITS ON TESTING LABORATORY AUTHORITY
- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - B. Laboratory may not approve or accept any portion of the Work.
 - C. Laboratory may not assume any duties of Contractor.
 - D. Laboratory has no authority to stop Work.
- 1.08 MANUFACTURER'S CERTIFICATES
- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.
- 1.09 MANUFACTURER'S FIELD SERVICES
- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
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PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL


- A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.
- B. Grade site to drain. Maintain excavations free of water.
- C. Protect site from puddling or running water.

1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 2. Suspend operations of this Contract at the site of discovery.
 - 3. Continue operations in other areas.
 - 4. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS


- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- B. Inlet protection required for all storm sewers with project limits.

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4.04 PROTECTION OF WATERWAYS

- A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.
- C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements		
		Section:	01 78 00		
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PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements for Project Closeout and Final Payment including:
1. Submittals,
 2. Inspections Procedures,
 3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

- A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

- A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

- A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS


(NOT USED)

PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

- A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION


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PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Completed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
Date of Substantial Completion				

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
Date of Final Completion				

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
Date of Final Payment				

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		Section:	01 78 39		
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PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.


PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION


3.01 RECORD DRAWINGS

- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
 3. The Record Drawings will show
 - a. Grade changes, changes in elevations for footings, culverts, manholes etc.
 - b. New or revised LC, PC, PI, and PT.
 - c. Relocated driveway entrances.
 - d. Changes in size, location, and slope of pipes.
 - e. Changes to invert elevations.
 - f. Undercut areas.
 - g. Areas of geotextile fabric or geogrid.
 - h. Omissions, errors and discrepancies discovered during construction.
 - i. Features added, revised, or deleted by contract change orders.
 - j. Corrected or new bench marks. Cross out those that no longer exist.
 - k. Changes to drainage.
 - l. Material type, size, and manufacturer where optional materials are allowed by specifications.
 - m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
 - n. Locations of private utilities, if different from original plans.
 - o. Any other information necessary to document site conditions.
 4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

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- 5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
- 6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

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		Section:	32 10 50		
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PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications.
- B. Location, width and grade for sidewalks and crosswalks will be set by the City Engineering Department upon request.


1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

A. REMOVALS

1. Description:
 - a. This work shall consist of removing, wholly or in parts, sidewalks, steps, curb and gutter, curb, pavements and crosswalks, and integral sidewalk and curb occurring within the individual project areas and which interfere with the required marked construction, and shall also consist of disposing of the resulting rubble and soil removed.
 - b. Removing of pavements shall consist of removal of Portland cement concrete pavements, irrespective of the depth and including all surfaces or other pavement superimposed thereon.
 - c. Install the new sidewalks, steps, curb and gutter, pavements and crosswalks within three (3) working days of the completion of the removal.
 - d. Removal of topsoil is incidental.
2. Method of Measurement:
 - a. Removing sidewalk will be measured by area in square feet.
 - b. Removing steps will be measured based on the area in square feet of the horizontal projection (tread) of the steps.
 - c. Removing curb and gutter, or just curb, which is separate from and not removable in conjunction with removing sidewalks or pavements, will be measured by length in linear feet, taken along the flow line of gutter for curb and gutter and along face of curb for curb. Where curb is integral with pavement or sidewalk, removal will all be classes as removing pavement or sidewalk, and will be included and measured by area in square feet or removing pavement or sidewalk.
 - d. Removing pavement will be measured by area in square feet irrespective of the depth or number of courses encountered, including integral curb.
 - e. Removing integral sidewalk and curb will be measured based on the areas in square feet of sidewalk from face of curb to closest joint.
3. Basis of Payment:
 - a. Removing sidewalk- square feet (S.F.), removing curb and gutter- linear feet (L.F.), removing integral sidewalk and curb- square feet (S.F.), and remove concrete aprons- square feet (S.F.)

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- b. The contract unit price for removing the above items shall be payment in full for all sawing, breaking, removing, and disposal; for procurement of any required permits; for disposal of materials; for safety barricading; and for furnishing all labor, tools, equipment and incidentals necessary to complete the item of work in accordance with the requirements of the contract. Removal beyond the limits as field marked without authorization will not be compensated. Include the cost of topsoil removal.

B. CONCRETE SIDEWALKS

1. Description:

- a. All sidewalks shall be four (4") inch depth except when authorized by the City Engineering Department in areas of driveway locations and upon property owner's request for the additional thickness, which shall be seven (7") inches. Restoration with topsoil and seed is incidental.

2. Method of Measurement:

- a. Sidewalks and crosswalks installed, including handicapped ramps, shall be measured by area in square feet, and the quantity measured for payment shall be the amount actually completed and accepted in accordance with the terms of the contract, computed from dimensions as field measured by the Engineering Department.

3. Basis of Payment:

- a. The area, measured as provided above, shall be paid for at the contract unit price per square foot for the items for concrete sidewalk- 4 inch, 6 inch or 7 inch sidewalk-, including ramps for the handicapped, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including sand fill, backfilling, and disposal of surplus materials; for placing, finishing, sawing of joints, protecting and curing; for barricading for public safety; and for labor, tools, equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

C. CONCRETE CURB OR CURB AND GUTTER

1. Method of Measurement:

- a. These items, completed in accordance with the terms of the contract, will be measured by length in linear feet along the flow line and such measurement shall be continuous along such line extended across driveway and alley entrance returns or handicapped ramps.


2. Basis of Payment:

- a. The footage, measured as provided above, shall be paid for at the contract unit price per linear foot. This price shall be full compensation for all excavation and preparation of foundation and all special construction required at driveway and alley entrances or handicapped ramps; for furnishing all materials, for placing, finishing, protecting and curing; for sawing of joints; for barricading for public safety; and for all labor, tools and equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

D. INTEGRAL SIDEWALK AND CURB

1. Method of Measurement:

- a. Integral sidewalk and curb as shown on the attached typical sections, including handicapped ramps if required, shall be measured by area in square feet of sidewalk area (face of curb to opposite edge of sidewalk), and the quantity

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measured for payment shall be the amount actually completed and accepted in accordance with the terms of the contract, computed from dimensions as field measured by the Engineering Department.

2. Basis of Payment:
 - a. The area, measured as provided above, shall be paid for at the contract unit price per square foot for the items of Integral Sidewalk and Curb, including ramps for the handicapped, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including the integral curb; sand fill, backfilling and disposal of surplus material including root grinding material; for placing, finishing, sawing of joints, protecting and curing; and for all labor, tools, equipment and incidentals necessary to complete the work and restore the site of the work. Include the cost of restoration with topsoil and seed.

E. CONCRETE APRONS- 7 INCHES


1. Method of Measurement:
 - a. Concrete Aprons - 7 inch, shall be measured by area in square yard, and the quantity measured for payment shall be the amount actually completed and accepted in accordance with the terms of this contract, computed from dimensions of actual field measurements by the Engineering Department.
2. Basis of Payment:
 - a. The area, measured as provided above, shall be paid for at the contract unit price per square yard for the items for concrete aprons 7 inch, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including sand fill, backfilling, and disposal of surplus materials; for placing, finishing, sawing of joints, protecting and curing; for barricading for public safety; and for labor, tools, equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

F. CONCRETE SAWING

1. Method of Measurement:
 - a. Only when authorized and directed by a city representative the contractor shall be compensated at the contract unit price per lineal foot for the item of concrete sawing for any such work in project areas where existing joints cannot be utilized.
2. Basis of Payment:
 - a. Sawing, measured as provided above, shall be paid for at the contract unit price per lineal foot, which price shall be full compensation for sawing and sludge removal.
 - b. No compensation will be allowed for concrete sawing for the express convenience of the contractor.

G. TOPSOIL. SEED AND FERTILIZER

1. Method of Measurement:
 - a. Only when authorized and directed by a city representative the contractor shall be compensated at the contract unit price per square yard for the topsoil, seed and fertilizer.
 - b. Topsoil shall be measured for payment by square yard price of topsoil, and shall include any removal required, grading and placement of topsoil.
2. Basis of Payment:
 - a. The contract price per square yard of topsoil four (4") depth shall be full compensation for all materials, for all evacuation and preparation of foundation, for

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placing, disposal of surplus material and for all labor, tools, equipment and incidentals necessary to complete the work and restore the site of work.

1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 - 1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.

PART 2 – PRODUCTS


2.01 Products

- A. Construction methods and all materials furnished and used in the work under this contract shall conform to the requirements as stated in Section 601 and Section 602 of the WisDOT Specs and as modified herein.
- B. Concrete to be used in the work under this contract shall be air-entrained Portland cement, Class A-FA, providing a minimum compressive strength of 3,500 P.S.I. in twenty-eight (28) days.

PART 3 – EXECUTION

3.01 Preparation

- A. No sidewalk installation or foundation embankment shall be installed without complete removal of all underlying sod, vegetation and humus soil.
- B. Excess materials from preparation of sidewalk foundations and concrete rubble from removals shall be removed by the contractor from the project site and not deposited or stored on private property without the property owner's written consent.
- C. When excavating, the contractor shall excavate four (4") inches deeper than the subgrade of the sidewalk installation and shall bring the foundation to subgrade elevation with clean gravel containing stone no larger than 3/4" in diameter, and mechanically compact this top layer.
- D. In embankment sections, the foundation shall be brought to subgrade elevation with clean gravel, containing stone no larger than 3/4" in diameter, and shall be mechanically tamped or compacted in one (1') foot layers to ensure stability. The embankment foundation shall be constructed to minimum width of two (2') feet wider than the proposed sidewalk and extending not less than one foot beyond each edge of the proposed sidewalk installation.
- E. In a cut section, the foundation shall be made sufficiently wide to permit placing of forms and performing the required work of placing the concrete and finishing.
- F. Grading required to prepare the foundation which amounts to more than an average fill of six (6") inches to subgrade or an average cut of more than twelve (12") inches to subgrade shall be considered as excessive excavation. The City representative shall determine the

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quantities involved and the contractor shall be paid for such additional excavation at the unit price for such work, in place.

- G. Prior to the contractor making any excavation for sidewalk installation ordered under this contract that will require excessive cut or fill as stated above, the contractor shall notify the City Engineer to investigate the work location to determine the quantities involved. The contractor's failure to comply with this requirement will reflect to mean to the City that no additional cut or fill is involved and that the contractor cannot, after the fact, claim or request additional payment for excessive cut or fill on this particular installation site.
- H. In locations where faulty sidewalks are ordered to be rebuilt, the existing sidewalks are to be removed. The new sidewalk installation shall be constructed to correct line, grade and depth according to the specifications for new concrete sidewalks.
- I. Removal work by the contractor shall be performed to the removal limits as field marked by the City representative. Existing joints will be utilized by the City in marking the removal limits. Contractor shall exercise due care so as not to impair the value of any portion of the existing structure which is to be retained. Removals beyond these field-marked removal limits, due to improper grades of existing, retained structure, will not be compensated by the City to the contractor unless specifically approved by the City representative. Damages beyond the City-approved removal limits shall be restored by the contractor at his own expense.

3.02 GRADING FOR NEW SIDEWALK


- A. To establish proper construction depth of the new sidewalk, the removal of top soil and sod and the compaction of the subgrade will be paid on a square footage basis. This measure will be equal to the square footage of new sidewalk installed.

3.03 FORMS

- A. Forms shall be of wood or metal and shall be straight and have sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. If of wood, the forms shall be surfaced plank of at least two (2") inch nominal thickness stock except for sharply curved sections; if of metal, they shall be of approved section and shall have a flat, true surface on top. The forms shall have a depth of four (4") inches equal to the depth of the sidewalk. They shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage or mortar. All forms shall be cleaned thoroughly and oiled before the concrete is placed against them.
- B. The contractor shall provide the engineering department a minimum of 24-hour notice prior to placing concrete to allow time to check the foundation and forms. Failure to comply with this provision may require removal and replacement, at the Contractor's cost, or disqualify the request for payment of the work.

3.04 PLACING AND FINISHING OF CONCRETE

- A. Concrete placed by hand methods shall not exceed a three (3") inch slump. The concrete shall be placed on a moist foundation, deposited to the required depth, and consolidated and spaded sufficiently to eliminate honeycombing at forms and to bring the mortar to the

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surface for proper finishing. Before the mortar has set, the surface shall be steel troweled and brushed.

- B. All water stop boxes will have a PVC sleeve placed around the perimeter of the stop box if it is located in the sidewalk. This PVC sleeve and vertical adjustment of the stop box is incidental to the contract.
- C. Concrete sidewalk - 6 inches shall have a window pane finish to match existing walks.
- D. Before performing the final surface finish, check the sidewalk surface with a 4-foot straightedge and correct areas that vary 1/8 inch from the testing edge or will cause water to not drain from the sidewalk. Concrete sidewalk where water does not drain from the sidewalk may require removal and replacement, at the Contractor's cost, or disqualify the request for payment of the work."

3.05 HANDICAPPED RAMPS


- A. Ramps for handicapped shall be constructed at all crosswalks, in locations as shown on the included detail sheets and as located by the City representative. The City shall not measure crosswalks constructed without ramp for handicapped for payment. The City representative, at all rebuilt crosswalks, shall determine locations of handicapped ramps.

3.06 CURB RAMP DETECTABLE WARNING FIELD

- A. The City of Sheboygan will supply the Neenah Foundry Company curb ramp detectable warning plates (Neenah R-4984 (24"x24" square)). The contractor will be responsible for the installation and rebar reinforcement.
- B. The contractor is responsible for retrieving the detectable warning plates from the Municipal Service Building located at 2026 New Jersey Avenue. The contractor shall inform the inspector 24 hours prior to needing the castings.
- C. The installation of the 2'x2' detectable warning field shall be measured and paid for as a unit of each, and shall include all labor, transportation, and equipment necessary to install said devices.


3.07 JOINTS

- A. For sidewalks of uniform width, transverse joints shall be constructed at right angles to the centerline of the sidewalks and longitudinal joints shall be constructed parallel to the centerline of the walk. For sidewalks of variable or tapering widths, the transverse and longitudinal joints shall be at right angles to each other insofar as feasible, and the joints shall be constructed as laid out in the field by the engineer.
- B. Whenever the entire area between the back of the curb and the right-of-way or lot line is to be covered with concrete sidewalk, and when a permanent structure is located within such area or on the right-of-way or lot line, such sidewalk shall be constructed in alternate sections extending from the back of the curb to permanent structure, and such sections shall not exceed 12 linear feet of sidewalk length. When the alternate sections placed in the first operation have been cured, as specified, the intervening sections shall be placed to complete the walk.

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- C. Sidewalk installation shall be divided into square sections by means of a grooved or sawed contraction joint.
- D. One-half inch (2") expansion preformed joint filler shall be placed between the sidewalk and back of abutting parallel curb or gutter and one-inch (1 ") between sidewalk and buildings or other rigid structures.
- E. No joint shall deviate more than five degrees from a position perpendicular to the surface of the finished sidewalk, nor shall the axis of any joint deviate more than one-half inch (1/2") either way from a straight line or from the designated alignment at any point. If the joints are constructed in sections, there shall be no offsets or concrete struts between adjacent units.
- F. When the sidewalk is constructed in partial width slabs, transverse joints in adjacent slabs shall be placed in line with like joints in the previously constructed slabs. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalks.
- G. Insofar as feasible, sidewalks shall be divided into sections of five (5') feet in any dimension. The unit areas shall be produced by use of metal slab division forms extending to the full depth of the concrete or, when approved by the Engineer, by contraction joints, as defined hereinafter.
- H. Contraction joints in sidewalks shall consist of slot or groove, at least one inch (1 ") in depth and one-fourth inch (1/4") width, formed by inserting a metal parting strip in the concrete after it has been struck off and consolidated and while the concrete is still plastic. As soon as the concrete will retain its shape, the parting strip shall be removed and the joint edge finished.
- I. Contraction joints at least one inch (1 ") in depth and approximately one-eighth (1/8") inch in width may be sawed in the concrete sidewalk. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before any shrinkage cracking takes place in the concrete. Sawing of these contraction joints will not be a pay item, but can be accomplished at the contractor's option.
- J. Expansion joint filler shall extend to the full depth of the concrete, and the top shall be one-quarter (1/4") inch below the finished surface of the sidewalk. Expansion joints are to be installed in sections of sidewalk no longer than 96 feet.
- K. The concrete at the faces of all forms shall be thoroughly spaded and compacted to fill the voids, and the surface shall be finished smooth and true to grade in manner as hereinbefore provided. The edges of the sidewalk along form, joints and metal slab division forms shall be rounded with an edger of one-quarter inch (1/4") radius, "Honeycombing" on exposed faces, due to lack of spading, shall be patched and upon removal of forms and prior to backfilling at the contractor's expense.
- L. Joints in sidewalk installations shall not be sealed.

3.08 CURING AND PROTECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	8 of 9

- A. All concrete masonry placed shall be cured by the white or clear pigmented Impervious Coating Method in such a manner as to provide a continuous uniform water impermeable film on the entire concrete surface.
- B. Protection of concrete placed shall be the contractor's responsibility and may be opened to pedestrian traffic after expiration of the curing period of three days and backfilling.

3.09 BACKFILLING AND RESTORING THE SITE OF THE WORK


- A. Where the sidewalk does not abut curb, gutter, pavement or other structure, and when the concrete in such sidewalk has cured, forms removed, and honeycombing patched, the disturbed ground or terrain along the sides shall be backfilled to the top of the new concrete with suitable and acceptable topsoil. being without vegetation or stones and seeded. The seed shall conform to the W-DOT seed mix #40 without the white clover.
- B. Backfilling shall conform to the adjacent terrain, and shall be level with the placed sidewalk.
- C. The contractor shall dispose of surplus excavation and shall restore the site of the work to a neat and clean condition, satisfactory to the City representative, within the specified time of twenty-four (24) hours after forms have been removed.
- D. A depth of four (4") inches topsoil shall be placed whenever concrete sidewalk is removed and not replaced, or designated by the project engineer. Topsoil to be approved prior to use by the project engineer. Excavated material, vegetation, or stones is not acceptable backfill material.

3.10 REMOVING OF REGULATORY SIGNS

- A. To be done by others
- B. When it becomes necessary to remove trees or regulatory signs to facilitate placement of sidewalk, the contractor, upon completion of removal work, shall notify the City Engineering Department of this fact and the tree or regulatory signs will be removed by City forces.
- C. The responsibility for barricading for public safety at these locations shall be the contractor's responsibility

3.11 ROOT CUTTING

- A. The contractor will be required to cut and/or grind all single tree roots and remove the trimmings from all single tree roots that extend into the sidewalk from existing trees, as well as tree stumps and root clumps up to a distance of twelve (12") inches from the edge of the concrete walk, extended a minimum of six (6") inches on each side of the root and cut to a depth of twelve (12") inches below the finished surface grade of the sidewalk.
- B. The method used to cut the roots shall be mechanical and leave a blunt cut at the root, if a tree is present in the area. The Engineer shall approve the method of root cutting prior to the work beginning.
- C. The Contractor should take care to disturb the area as little as possible during the root cutting operations. Granular material shall be compacted into the trench left by the root cutting.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Concrete Sidewalk Program	
		Section: 32 10 50	
		Bid Number: 2469-22	Page: 9 of 9

- D. All root cutting items/labor/backfill material listed above under root cutting will be incidental to the contract.
- E. Restoration of the trench outside of the limits of the newly replaced sidewalk shall be restored with topsoil, seed, and fertilizer. The topsoil, seed and fertilizer will be paid under the appropriated bid items.

3.12 ROOT EXCAVATION

- A. The contractor will excavate and remove buried roots found existing below the surface of the sidewalk. Root removal will begin from the bottom of the sidewalk grade and extend twelve (12") inches below that grade. This excavated area will be replaced with granular material and compacted in no more than 6-inch lifts within the excavated area. All items/labor/backfill material listed above shall be incidental to the contract.
- B. The trench outside of the limits of the newly replaced sidewalk shall be restored with topsoil, seed, and fertilizer. The topsoil, seed and fertilizer will be paid under the appropriated bid items.

2469-22 2022 Sidewalk Program (#8111314)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/09/2022 10:00 AM CST

							Klunck Masonry LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3	
2022 Sidewalk Program								
	1	2022-1	Remove Concrete Sidewalk and Approaches	SF	16000	\$1.00	\$16,000.00	
	2	2022-2	Remove Concrete Aprons	SF	200	\$2.00	\$400.00	
	3	2022-3	Remove Curb & Gutter	LF	100	\$8.00	\$800.00	
	4	2022-4	Remove Integral Sidewalk/Curb	SF	200	\$6.00	\$1,200.00	
	5	2022-5	Excessive Cut	CY	100	\$25.00	\$2,500.00	
	6	2022-6	Excessive Fill/Gravel	Cy	100	\$20.00	\$2,000.00	
	7	2022-7	Concrete Sidewalk 4-inch	SF	16000	\$7.25	\$116,000.00	
	8	2022-8	Concrete Sidewalk 6-inch	SF	500	\$6.00	\$3,000.00	
	9	2022-9	Concrete Apron 7-inch	SF	200	\$6.00	\$1,200.00	
	10	2022-10	Concrete Curb and Gutter 30-inch	LF	100	\$26.00	\$2,600.00	
	11	2022-11	Concrete Curb 6-inch	LF	100	\$8.00	\$800.00	
	12	2022-12	Integral Sidewalk & Curb	SY	400	\$6.00	\$2,400.00	
	13	2022-13	Concrete Sawing	LF	200	\$8.00	\$1,600.00	
	14	2022-14	Grading For New Sidewalk	SF	1000	\$2.00	\$2,000.00	
	15	2022-15	4-inch Topsoil, Seed & Fertilizer	SY	120	\$19.00	\$2,280.00	
	16	2022-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	\$6.00	\$1,200.00	
	17	2022-17	Curb Ramp Detectable Warning Field	EA	20	\$100.00	\$2,000.00	
Base Bid Total:							\$157,980.00	

2469-22 2022 Sidewalk Program (#8111314)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/09/2022 10:00 AM CST

						Klunck Masonry LLC		Forward	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3	Unit Price4	Extension5
2022 Sidewalk Program									
	1	2022-1	Remove Concrete Sidewalk and Approaches	SF	16000	\$1.00	\$16,000.00	\$2.00	\$32,000.00
	2	2022-2	Remove Concrete Aprons	SF	200	\$2.00	\$400.00	\$0.01	\$2.00
	3	2022-3	Remove Curb & Gutter	LF	100	\$8.00	\$800.00	\$11.00	\$1,100.00
	4	2022-4	Remove Integral Sidewalk/Curb	SF	200	\$6.00	\$1,200.00	\$0.01	\$2.00
	5	2022-5	Excessive Cut	CY	100	\$25.00	\$2,500.00	\$0.01	\$1.00
	6	2022-6	Excessive Fill/Gravel	Cy	100	\$20.00	\$2,000.00	\$0.01	\$1.00
	7	2022-7	Concrete Sidewalk 4-inch	SF	16000	\$7.25	\$116,000.00	\$7.30	\$116,800.00
	8	2022-8	Concrete Sidewalk 6-inch	SF	500	\$6.00	\$3,000.00	\$7.30	\$3,650.00
	9	2022-9	Concrete Apron 7-inch	SF	200	\$6.00	\$1,200.00	\$7.30	\$1,460.00
	10	2022-10	Concrete Curb and Gutter 30-inch	LF	100	\$26.00	\$2,600.00	\$35.00	\$3,500.00
	11	2022-11	Concrete Curb 6-inch	LF	100	\$8.00	\$800.00	\$35.00	\$3,500.00
	12	2022-12	Integral Sidewalk & Curb	SY	400	\$6.00	\$2,400.00	\$0.01	\$4.00
	13	2022-13	Concrete Sawing	LF	200	\$8.00	\$1,600.00	\$0.01	\$2.00
	14	2022-14	Grading For New Sidewalk	SF	1000	\$2.00	\$2,000.00	\$0.01	\$10.00
	15	2022-15	4-inch Topsoil, Seed & Fertilizer	SY	120	\$19.00	\$2,280.00	\$0.01	\$1.20
	16	2022-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	\$6.00	\$1,200.00	\$0.01	\$2.00
	17	2022-17	Curb Ramp Detectable Warning Field	EA	20	\$100.00	\$2,000.00	\$300.00	\$6,000.00
Base Bid Total:							\$157,980.00		\$168,035.20

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution reorganizing and reestablishing a Sustainable Sheboygan Task Force.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: March 10, 2022

MEETING DATE: March 15, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget: N/A
Expenditure:
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Over the past several years the City of Sheboygan maintained a Sustainable Sheboygan Task Force with a large cross-section of participants throughout the community. The idea was to gain as much broad perspective and input to help guide the City in formulating future goals and initiatives. Although the task force was active and provided some good information and initiatives; the group was too large to be effective, due to scheduling conflicts and performing action items. Furthermore, the City was already leading many sustainability initiatives and was ahead of the task force on programs. As a result, it was suggested that a smaller targeted mix of members be identified to become more focused and engaged.

STAFF COMMENTS: The City of Sheboygan through its programs and activities has been recognized as a leader in Sustainability Principles and desires to continue this success and momentum with renewing and appointing members to the Sustainable Sheboygan Task Force.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 151-21-22 reorganizing and reestablishing a Sustainable Sheboygan Task Force.

ATTACHMENTS:

- I. Res. No. 151-21-22

III

Res. No. 151 - 21 - 22. By Alderpersons Walton and Felde. March 7, 2022.

A RESOLUTION reorganizing and reestablishing a Sustainable Sheboygan Task Force.

WHEREAS, sustainability is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs; and

WHEREAS, the City of Sheboygan recognizes that conservation and sustainability is vital to having a healthy and vibrant community; and

WHEREAS, protection, preservation, and restoration of the natural environment benefits the health and welfare of the public and is a high priority; and

WHEREAS, community awareness, responsibility, participation, and education are key to creating and maintaining a sustainable Sheboygan; and

WHEREAS, the City believes that increased citizen participation benefits the whole community by creating a positive environment of shared responsibility and collaboration; and

WHEREAS, the City of Sheboygan is connected to the regional, national, and global community and is a Green Tier Community; and

WHEREAS, the City of Sheboygan has an essential role in policy areas, including land use, planning, transportation, zoning, green space preservation, utility conservation, and wastewater and solid waste management; and

WHEREAS, climate change impacts our city, and the city needs to do its part to combat the impact of climate change; and

WHEREAS, it is in the public interest that sustainability guide City policy now and in the future; and

WHEREAS, the City of Sheboygan established a Sustainable Sheboygan Task Force via Subs. of Res. No. 22-08-09, adopted on May 19, 2008, as amended by Res. No. 54-08-09 and Res. No. 181-16-17; and

WHEREAS, a resolution to dissolve the Sustainable Sheboygan Task Force came before council but was held and died without action at the end of the 2019-20 council year; and

WHEREAS, no members have been appointed to the Sustainable Sheboygan Task Force since the 2018-19 council year.

AW

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby re-establishes a Sustainable Sheboygan Task Force comprised of twelve members, each of whom shall be a resident of the City, to be appointed by the Mayor and approved by the Common Council. The Task Force members shall elect a Chair, Vice-Chair, and Secretary from among their membership.

BE IT FURTHER RESOLVED: That the Mayor shall report the names of all persons appointed to the Sustainable Sheboygan Task Force to the Common Council.

BE IT FURTHER RESOLVED: That the purpose of the Sustainable Sheboygan Task Force shall be to study and make recommendations to the Mayor, Common Council, and city staff regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan, focusing on such topics as conservation, sustainability, clean water, climate change, and raising community awareness on environmental stewardship, that will result in cost savings and reduced consumption of resources throughout the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Sustainable Sheboygan Task Force should ordinarily meet on a monthly basis.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 10, 2022

MEETING DATE: March 15, 2022

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: In January of 2022, the Department of Public Works submitted a Wisconsin DOT Transportation Alternatives Program (TAP) Application. This application and program are being submitted to get a road diet design/construction project funded for Calumet Drive between North 27th Street and Mueller Road. This section of Calumet Drive currently is a four-lane connecting highway with two travel lanes in each direction and a two-way left turn lane (TWLTL) in the middle. Road diets are an innovative roadway configuration that improves safety for all roadway users while creating a bicycle and pedestrian friendly environment. The proposal is to remove the existing TWLTL and replace it with a combination of a raised median and specific left turn lanes to maintain access through this section of Calumet Drive. This proposal/redesign not only changes the physical character of the roadway but would improve the aesthetics with the implementation of landscaping and street lighting. This proposal will also reduce conflicts between vehicles, pedestrians, and bicycles.

STAFF COMMENTS: For this application to be submitted and accepted by the State of Wisconsin Department of Transportation, there must be a resolution stating that this project is supported by the City of Sheboygan Common Council. The Department of Public Works request that this resolution is forwarded to the City of Sheboygan Common Council for approval.

ACTION REQUESTED: Motion to adopt Res. No. 152-21-22 authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project.

ATTACHMENTS:

- I. Res. No. 152-21-22
- II. Transportation Alternative Program (TAP) Application Agreement

III

Res. No. 152- 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project.

WHEREAS, The City of Sheboygan has applied to the Wisconsin Department of Transportation (WisDOT) for funds through the WisDOT Transportation Alternatives Program (TAP) to improve medians on Calumet Drive between North 27th Street and Mueller Road; and

WHEREAS, this project will provide benefits for pedestrians and cyclists by reducing speeds through this section of roadway, increasing visibility and lighting in the area, and adding additional and enhanced crossings that will improve pedestrian access to public areas such as Evergreen Park and Quarry Beach Adventure Park; and

WHEREAS, this project will have positive environmental impacts in that it will not only beautify the northern gateway to the City, but add access and connection to the natural environment; and

WHEREAS, the City has provided for paying its local share of the design plan development in 2023 and for construction costs in 2025 and has prioritized this project, coordinating the planning of the proposed improvements among Public Works and Parks Department staff;

PW

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its support for the proposed project and the related Transportation Alternatives Program (TAP), which will update Calumet Drive from N. 27th street to Mueller Road with the construction of a median which will promote traffic calming, more efficient bike and pedestrian facilities, and overall landscaping beautification. All appropriate City staff, including the Mayor and City Clerk, are hereby authorized and directed to sign all documents and take all necessary steps for the purpose of completing the project according to the provisions and descriptions in the TAP application, a copy of which is attached.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



WisDOT 2022-2026

Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.

As discussed in the WisDOT TAP Guidelines, this application will go through a two-step process. The first step will be an assessment by the region as to eligibility and whether or not the project will be able to meet the rigorous, statutorily mandated commencement deadline. The second step will be an assessment of the relative merits of the application compared to other eligible applications. **Applicants will be notified if their application is found ineligible.**

Application Type

Select one and only one box for the application type. Please note that projects which are within the boundaries of a TMA will need to either compete locally within the MPO or as part of the Statewide solicitation. Refer to this map (<http://wisconsindot.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

- Appleton Area Metropolitan Planning Organization (MPO) –
- Green Bay MPO
- Madison Area MPO
- Southeastern Wisconsin Regional Planning Commission (Milwaukee OR Round Lake Beach)

If none of the above, project application is from:

- Area with population between 5,000 and 200,000
- Area with population of 5,000 or less
- Region-wide: % of population within a TMA area
 % of population between 5000 and 200,000

Project Applicant

Name, Location of Public Sponsor and Sponsor Type:

Sponsor Name: **City of Sheboygan**
Sponsor Type (Check appropriate box):
Local government (check one): County City Village Town
 Regional transportation authority Transit agency
 State or federal natural resource/public land agency
 School district or school(s)
 Non-Profit entities responsible for administration of local transportation safety programs
 Tribal Nation

Project Title: **Calumet Dr. Median Improvements**
Describe location, boundaries and length of the project: **N. 27th St - Mueller Rd**
County: **Sheboygan**
Street Address of Project (if located on a highway or road): **N/A**

Note: For infrastructure projects, attach an electronic project location map in PDF Format, size 8½ by 11.

Project Contact

Primary Public Sponsor Agency Contact Information:

Name: **Kevin Jump, PE** Title: **Project Manager** Street Address: **2026 New Jersey Ave** Phone: **(920)459-3440**
Municipality: **Sheboygan** State: **WI** Zip: **53081**

Secondary E-mail: Kevin.Jump@SheboyganWI.gov

Secondary Public Sponsor Agency or Private Organization Contact Information (if applicable):

Organization / Agency Name:
Name: Title: Street Address: Phone : () -
Municipality: State: **WI** Zip:
E-mail:

Head of the Local Public Sponsor Agency or Private Organization Contact Information:

Organization / Agency Name: **City of Sheboygan Public Works**
Name: **David Biebel** Title: **Director of Public Works** Street Address: **2026 New Jersey Ave** Phone : **(920) 459-3440**
Municipality: **Sheboygan** State: **WI** Zip: **53081**
E-mail: **David.Biebel@SheboyganWI.gov**

MPO, if applicable

Select one, if applicable,

- Bay Lake RPC (Sheboygan),
- Brown County Planning Commission (Green Bay)
- Chippewa-Eau Claire MPO (WCWRPC – Eau Claire)
- Duluth/Superior Metropolitan Interstate Committee (Superior)
- East Central Wisconsin RPC (Appleton, Oshkosh)
- Fond du Lac MPO (Fond du Lac)
- Janesville MPO (Janesville)
- La Crosse Area Planning Committee (La Crosse)
- Madison Area MPO (Madison)
- Marathon County MPO (Wausau)
- Southeastern Wisconsin RPC (SEWRPC - Waukesha)
- Stateline Area Transportation Study (Beloit)

Refer to this map (<http://wisconsin.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

MPO Project Prioritization

If an MPO is submitting more than one project in an urbanized area within an MPO, the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Please Note: MPO Project Prioritization is due by January 28, 2022.

Project Activity

TAP Eligibility Category:

Indicate which **ONE** of below categories best identifies the proposed project:

- Bicycle-Pedestrian Facilities: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation **(this category includes on-road bicycle lanes, sidewalks, etc.)**
- Safe routes for non-drivers, including children, older adults, and individuals with disabilities
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- Construction of turnouts, overlooks, and viewing areas
- Historic preservation and rehabilitation of historic transportation facilities
- Safe Routes to School (SRTS) (this category includes infrastructure and non-infrastructure activities)

NOTE: Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-5 below.

Project Summary (400 words or less). Please copy and paste your response from a Word Document.

Applicants must fill out the project summary field below. This summary is also the first question in the narrative section.

The Calumet Drive (WIS 42) project would replace the existing Two Way Left Turn Lane (TWTL) with a raised median between Mueller Road and North 27th Street in the City of Sheboygan. Left turn lanes will be constructed to maintain existing access through the project limits. This project is proposed to reduce the speeds through this section of roadway, provide a more aesthetic entrance into the City of Sheboygan, and to promote pedestrian usage through improved access and lighting.

Calumet Drive is a principal arterial that serves as the main north/south route through the City of Sheboygan. The project limits are from Mueller Road to North 27th Street, with neither intersection included. The proposed project would remove the existing TWLTL and replace it with a combination of a raised median and specific left turn lanes to maintain access through this section of Calumet Drive. The raised median would be landscaped, and lighting would be added to provide a gateway to the city of Sheboygan. Improving the aesthetic and physical character of the Calumet Drive corridor can help calm traffic, promote use by cyclists and pedestrians, and enhance the economic and social vitality of the surrounding area. One of the most critical elements of these beautification efforts is the inclusion of trees planted which not only provide aesthetic benefits, but also reduce glare from oncoming vehicles and filter vehicle emissions and traffic noise. The construction of lighting through the project will improve the visibility for all users, reducing conflicts between vehicles, pedestrians, and bicyclists.

In addition to the beautification of the entrance to the City, the new median would be used to provide additional pedestrian crossings. The crossings at Mueller Road and North 27th Street would be improved with new pavement marking and signing to better delineate these existing crossings. Additional crossings would be added at the entrance to Quarry Beach Adventure Park and at Evergreen Park Road, improving pedestrian access to these public areas.

Project Benefit

Check all applicable project benefits, then describe in application narrative:

- ENVIRONMENTAL**
- Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
 - Increases access and connection to the natural environment.
- PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.
- ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific “communities of concern,” including elderly, disabled, minority, and low-income population? The project within close proximity of public parks, schools, libraries, public transit, employment and/or retail centers, and residential areas. The project improves low income access to transit, jobs, education, and essential services.
- SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
- Collision data
 - Lack of adequate safe crossing or access
 - Lack of separated facility
 - High speed/volume
 - Provides sidewalk or pathway, with curb-cuts
 - Provides bike lanes, markings, and signage
 - Implements traffic calming measures
 - Signage and/or markings directed to safety concern
 - Provides crosswalk enhancement (striping, refuge island, signal, etc.)
- For SRTS Projects there is:**
- Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
 - Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
 - Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
 - High level of parental concern documented in survey data.
 - Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
 - Children are walking but application shows that unsafe conditions exist.
- HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.
- ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board).

Yes No

Please note that a resolution **will be required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM April 18, 2022**.

Existing Facilities & Projects that Impact the Proposed Project

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits? Yes No

If yes, specify: Choose an item.

If yes, does the project physically cross a rail facility? Yes No

Owner of Rail Facility:

Will an easement from OCR be required? Yes No

Is the proposed project location in an area with known safety issues? Yes No

If yes, specify: _____ and (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)

Is this project on or parallel to a local road or street? Yes No

If Yes, provide the name of the road or street: **Calumet Street**

Does this project cross a state or federal highway? Yes No

Does this project run parallel to a state or federal highway? Yes No

If Yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5 attachment 5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project? Yes No

If Yes, specify if this is a state, county, or local project and when the road project is scheduled for construction:

Will any exceptions to standards be requested? Yes No

If Yes, provide a brief description of the exceptions that may be requested:

Real Estate (RE) /Right of Way (ROW)

Was any real estate acquired or transferred in anticipation of this project? Yes No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

N/A

Is the project on an existing right of way (ROW)? Yes No

(NOTE: It is recommended that local funds be used to acquire right of way)

If Yes, have you obtained a permit from the WisDOT Regional Office Maintenance Section to conduct work on the right of way? Yes No

Check all boxes that apply to ROW acquisition for this project:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Less than ½ acre | <input type="checkbox"/> More than ½ acre |
| <input type="checkbox"/> Parklands | <input type="checkbox"/> Large parcels | <input type="checkbox"/> Temporary interests |

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

N/A

If right of way was acquired in anticipation of this project, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<http://wisconsindot.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch11.pdf>.

PLEASE NOTE: Except for existing or new sidewalks, and existing bicycles or pedestrian pathways, State law prohibits the use of condemnation to establish or extend a recreational trail, a bicycle way, a bicycle lane, or pedestrian way. Refer to Section 6.3.5, Condemnation Limitations, found in the LP RE Manual:

<https://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation?

Yes No

If yes, Please read Section 6.2, Relocation Assistance, found in the *LP RE Manual* to determine if relocation assistance was properly offered and documented: <http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch6.pdf>

Does the project include the need for new ROW for a sidewalk, recreational trail, or bike/pedestrian way?

Yes No

If right of way is required, acquisition will occur through a transfer of an adequate interest in real property.

Yes No

For real estate questions, please contact Abigail Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (414) 220-5461 or Abigail.Ringel@dot.wi.gov

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Designated Main Street area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Lakes, waterways, floodplains	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments: The Pigeon River crosses under the road within the project limits			
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Storm water management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Hazardous materials sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Section 4(f)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments: May require coordination of work adjacent to park entrances			
Section 6(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **None anticipated**

Local Force Account (LFA): Will the proposed project utilize municipal employees to complete any portion of the construction activities? Yes No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

Maintenance (only complete this section if project application involves a trail project):

Will the facility be snowplowed in the winter? Yes No

Comment:

If no to the above question, will the trail allow snowmobile use in the winter? Yes No

Comment:

Anticipated fee for trail use: Yes No

Comment:

Anticipated equestrian use on trail: Yes No

Comment:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

School Demographics (Complete ONLY if submitting a project within the SRTS **Programming / Planning** eligibility category)

What are the name(s) and demographics for each school affected by the proposed program or project?

Optional: Alternatively, SRTS project applicants may submit a narrative response detailing school demographics provided that all fields below are answered in such attachment.

School name: School population: Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus: Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school: Community(s) population:

Safe Routes to School Infrastructure (Complete ONLY if submitting a project within the SRTS eligibility category)

Does your school or community have a Safe Routes to School plan? Yes No

If yes, can it be viewed online? Yes, the website address is No, it is attached with the application.

If no; **in no more than 400 words**, attach a Word document describing any SRTS-related planning efforts undertaken by the school or community.

CONFIDENTIAL INFORMATION

Project Costs, Priorities, and State Fiscal Years:

NOTE: Do not include pages A-7 and A-8 in the Concept Definition Report (CDR) for approved TAP projects.

Complete the table below for the appropriate fiscal years of the application/project cycle (2022-2026). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description.

In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel.** This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike trail section that could function as a separate facility. Project requests are not considered for partial funding.

Applicants may work with the Local Program Manager within their region for assistance to more accurately estimate costs. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

Project Prioritization
 If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Design:
 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**
 80% Federally Funded (“state review only” projects are not allowed)
 FY 2023 FY 2024 FY 2025

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

	Total Funding	Federal Funding	Local Funding
--	---------------	-----------------	---------------

	Total Funding	Federal Funding	Local Funding
A. Design Plan Development	\$80,000	\$60,000	\$20,000
B. State Review for Design (provided by WisDOT Region)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$	\$	\$

Construction:
Basis for Construction Estimate: Itemized Per Square Foot Past Projects
 Other, please specify:
Schedule Preference: FY 2024 FY 2025 FY 2026

	Total Funding	Federal Funding	Local Funding
--	---------------	-----------------	---------------

Total Participating Construction Cost	\$465,000	\$372,000	\$93,000
Total Non-Participating Construction Cost	\$1,000	\$0	\$1,000
A. Subtotal Construction Costs	\$466,000	\$372,000	\$94,000
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$	\$	\$
C. State Review for Construction (Provided by WisDOT Region)	\$	\$	\$
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$	\$	\$

Real Estate: (Recommend funding with local funds.)
 FY 2023 FY 2024 FY 2025
Total Real Estate Cost (round to next \$1,000) \$

Utility: (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)
 FY 2023 FY 2024 FY 2025 FY 2026
Total Utility Cost (round to next \$1,000) \$

Other: (Planning or SRTS Non-Infrastructure Programming):
 FY 2023 FY 2024 FY 2025 FY 2026
Total Other Cost (round to next \$1,000) \$

NOTE: WisDOT Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>.

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Narrative Response

Provide a narrative response attachment answering questions 1 through 6, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size and a 1-inch margin**.

1. PROJECT DESCRIPTION AND OVERVIEW.

This is the summary from page A-3 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief. Limited to about 400 words.

2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan, describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project. Provide data that supports the selection of your project.

3. PROJECT UTILITY & CONNECTIVITY

For Infrastructure Projects

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian and transit facilities. Make specific reference to distance between modal connections and destinations. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, other. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Planning Projects

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Safe Routes to School Programming Projects

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

4. PROJECT BENEFIT– ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, & SAFETY

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

NOTE: A TAP projects should contribute to a community benefit. Projects that contributes to more than one benefit or have significant impact on a particular benefit will receive more points.

5. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and in light of project obstacles, describe how the project sponsor will comply with state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete streets ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

WisDOT will deem ineligible any application that does not provide confirmation to this section.

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**
- g. If applying for a bicycle facility, it is understood that All Terrain Vehicles (ATVs) are not allowed. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. The project sponsor agrees to maintain the project for its useful life. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.

- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. ***For 100% locally-funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally-funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See *Hildebrand v. Menasha*, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: David Biebel

Title: Director of Public Works

Accepted (please initial here): DHS

Fiscal Authorization and Signature

Application prepared by a consultant? Yes No

If yes, consultant information and signature required below.

Consultant Company Name:

Company Location (City, State):

Consultant Signature (electronic only):

Date:

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a.) uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b.) uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In either case, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality. See FDM 8-5-3 for additional information: <https://wisconsin.gov/rdwy/fdm/fd-08-05.pdf#fd8-5-3>

Sponsor Agency: **City of Sheboygan**

Contact Person: **David H. Biebel** (Note: must be Head of Government or Designee)

Title: **Director of Public Works**

Address: **2026 New Jersey Avenue**

Telephone: **920-459-3440**

Email: **David.Biebel@sheboyganwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below is confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): **David H. Biebel** Date: **1/25/22**

Application and Attachments Checklist

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on January 28, 2022**, and must include the following documents:

- A completed application **in Microsoft Word format**
- Narrative Response: maximum of **three double-spaced pages, 11-point font size with 1-Inch margins**
- Cost Estimate Detail as required in the **'Project Costs and Dates'** section of this application
- For infrastructure projects, an 8½ by 11 project map submitted in PDF format
- If available, a **local resolution of support** for the proposed project
- Non-Profit Entities Only:** A resolution ratified by "Secondary Municipal Agency" listed on page A-2, certifying the Non-Profit as "Responsible for administration of local transportation safety programs"
- If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation **(see page A-2)**
- If proposed project crosses or runs parallel to a local road, street, or state or federal highway**, attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable) **(see page A-2)**.
- SRTS Non-Infrastructure Applicants Only:** School Demographics Information (Page A-7)
- SRTS Applicants Only:** Description of Existing Planning Efforts (400 words or less)
- Up to **three pages** of additional attachments (photos, letters of support, etc.)

FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:

Reviewer's Title:

Date Received:

Project Narrative

1. Project Description and Overview

The Calumet Drive (WIS 42) project would replace the existing Two Way Left Turn Lane (TWTL) with a raised median between Mueller Road and North 27th Street in the City of Sheboygan. Left turn lanes will be constructed to maintain existing access through the project limits. This project is proposed to reduce the speeds, provide a more aesthetic entrance into the city, and to promote pedestrian usage through improved access and lighting.

Calumet Drive is a principal arterial that serves as the main north/south route through the City of Sheboygan. The project limits are from Mueller Road to North 27th Street, with neither intersection included. The proposed project would remove the existing TWLTL and replace it with a combination of a raised median and specific left turn lanes to maintain access through this section of Calumet Drive. The raised median would be landscaped, and lighting would be added to provide a gateway to the city of Sheboygan. Improving the aesthetic and physical character of the Calumet Drive corridor can help calm traffic, promote use by cyclists and pedestrians, and enhance the economic and social vitality of the surrounding area. One of the most critical elements of these beautification efforts is the inclusion of trees planted which not only provide aesthetic benefits, but also reduce glare from oncoming vehicles and filter vehicle emissions and traffic noise. The construction of lighting through the project will improve the visibility for all users, reducing conflicts between vehicles, pedestrians, and bicyclists.

In addition to the beautification of the entrance to the city, the new median would also provide additional pedestrian crossings. Along this stretch of Calumet Drive there are entrances to three of the largest parks in the City of Sheboygan. These parks provide year-round activities within their 276 total acres. In 2018 construction of a large fully accessible ADA playground was completed in Evergreen Park, increasing the pedestrian, bicycle, and vehicular traffic in the area. The existing crossings at Mueller Road and North 27th Street would be improved with new pavement markings and improved signing, Additional crossings would be added at the entrance to Quarry Beach Adventure Park and at Evergreen Park Road, improving pedestrian access to these public areas.

The addition of a raised median along this stretch of Calumet Drive would greatly assist in allowing pedestrians the ability to cross the four-lane traffic as safely as possible. The Pigeon River School, located on the north side of

Calumet, often use the Evergreen Park for school activities as well as after school use when younger children are crossing Calumet un-supervised.

2. Project Planning & Preparation & Local Support

The City of Sheboygan is committed to making Calumet Drive a gateway to the city while improving the safety of the traveling public. This section of Calumet Drive has long been identified as the north gateway to the city, with a strong desire to improve the aesthetics. The city has recently prioritized this effort, utilized internal staff to prepare a preliminary plan for these improvements, and has coordinated the planning of these improvements with the Parks Department to ensure the improvements meet their user's needs.

3. Project Utility & Connectivity

The proposed improvements have no impact on the vehicular utility or connectivity to the overall roadway network. The addition of 2 additional pedestrian crossings will enhance the pedestrian network by providing more direct access to the trails and facilities located within these recreational facilities.

4. Project Benefit

Environmental – *Increases access and connection to the natural environment*

The proposed project includes the addition of two pedestrian crossings that will improve access to Evergreen Park and Quarry Beach Adventure Park. These parks provide numerous opportunities to connect to the natural environment, including hiking trails, cross county ski trails, biking trails, and fishing. The network of trails within these parks connects with the trails in Maywood Park, located approximately ¼ mile to the west.

Safety - *Lack of adequate safe crossing or access*

Calumet Drive currently does not have direct pedestrian crossings into the parks located on each side of the road. The lack of a direct connection to these two locations encourages unsafe mid-block pedestrian crossing movements. The addition of the two new crossings, along with the new median creating a pedestrian refuge, will improve pedestrian safety.

Safety - *Implements traffic calming measures*

The current roadway includes 2 lanes of traffic in each direction and a two way left turn lane. Wide, open roadway sections persuade drivers to increase their speed as they feel more "comfortable" due to the unconstrained

conditions. This section of Calumet Drive has a posted speed limit of 35 mph; however, normal traveling speeds are significantly higher than this. With the two parks and higher bicycle and pedestrian users in this area, a lower traveling speed is desired. Within the proposed project limits, there are limited access points making the TWLTL unnecessary. The construction of a raised/landscaped median will narrow the pavement area, calming traffic as drivers instinctively slow down to improve safety for pedestrians and bicyclists.

Safety – *Provides crosswalk enhancement*

The crosswalks within the project limits are not protected by signals nor a stop movement on Calumet Drive. On the existing roadway, this results in a long single crossing without refuge. The two new park entrance crossings will be constructed to utilize the proposed median as a refuge area. Pedestrians can then cross two lanes of traffic at a time, with a safe location to separate the crossing instead of crossing all 5 lanes in one movement. This will provide a safer environment and improved access for slower moving pedestrians.

5. History of Sponsor Success, Deliverability and Commitment to Multimodal

The City of Sheboygan has an extensive history of delivering similar projects on time. We have completed numerous TAP and Non-Motorized Transportation Pilot Program Projects over the last decade, including Taylor Drive Multi-Purpose Trail (4996-01-58), Sidewalk Gap Improvements (4996-01-54), County Wide Bike Lane Initiative (4996-10-00), Eisner Avenue Bicycle Facilities (4996-01-56), and UP Rail Corridor Conversion (4996-01-48 / 4996-17-71). Nearly every project was completed in the year in which it was scheduled, and we have never had to turn back awarded federal funds.

From the experience gained completing the projects listed above, we have selected a project with features that minimize potential delays, such as: no real estate needed for this project, impacts to the 4(f) property within the project limits have been avoided, proposed improvements have limited excavation and all is within the right of way to minimize potential for hazardous materials impacts, no railroad crossings are within the project limits, and the majority of proposed improvements are within the existing roadway which limits the potential for environmental issues.

Our overall understanding of the WisDOT TAP project development process will ensure that this project is constructed on time.

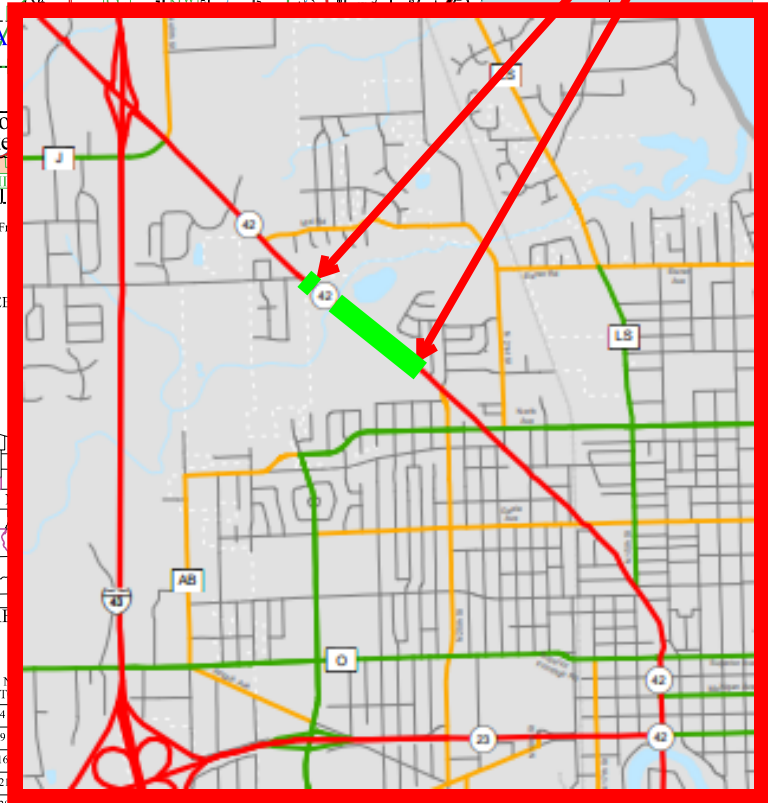
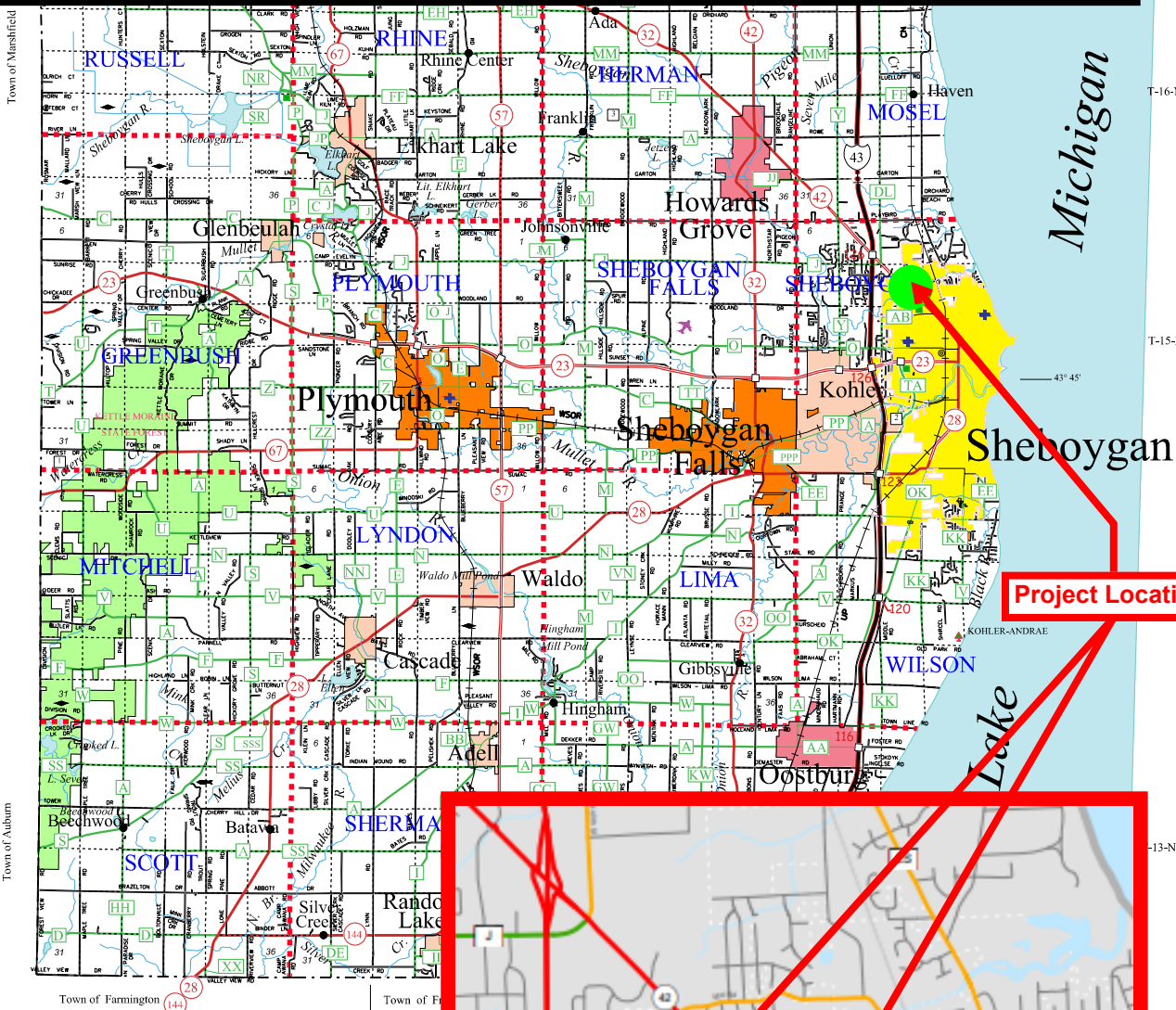
Line Item	Item Description	UofM	Quantity	Unit Price	Total Cost
1	Mobilization	SY	1	\$40,000.00	\$40,000.00
2	Traffic Control	LS	1	\$10,000.00	\$10,000.00
3	Removing Pavement	SY	2650	\$7.50	\$19,875.00
4	Adjusting Manholes	Each	5	\$400.00	\$2,000.00
5	Concrete Curb and Gutter 30-Inch	LF	3150	\$40.00	\$126,000.00
6	Drilled Tie-Bars	Each	2100	\$9.00	\$18,900.00
7	Sawing Concrete	LF	3440	\$3.00	\$10,320.00
8	Pavement Marking 4-Inch (Yellow)	LF	4750	\$5.00	\$23,750.00
9	Pavement Marking 8-Inch Channelizing (White)	LF	405	\$12.00	\$4,860.00
10	Pavement Marking 12-Inch Diagonal (Yellow)	LF	515	\$10.00	\$5,150.00
11	Pavement Marking Left Turn Arrow	Each	7	\$300.00	\$2,100.00
12	Pavement Marking Words	Each	4	\$300.00	\$1,200.00
13	Island Nose	Each	12	\$175.00	\$2,100.00
14	Streetlight Base	Each	18	\$1,200.00	\$21,600.00
15	Lighting Assembly Type B	Each	18	\$4,000.00	\$72,000.00
16	Conduit 2-inch	LF	2000	\$3.00	\$6,000.00
17	#4 Wire	LF	8000	\$1.50	\$12,000.00
18	#6 Wire	LF	2000	\$1.00	\$2,000.00
19	Control Cabinet	Each	1	\$6,000.00	\$6,000.00
20	Slope Median Nose	SF	862	\$8.00	\$6,896.00
21	Topsoil	SY	1700	\$3.00	\$5,100.00
22	Hydro-Seed	SY	1700	\$2.00	\$3,400.00
23	Trees	Each	25	\$600.00	\$15,000.00
24	Signs	Each	10	\$400.00	\$4,000.00

Sub-Total	\$420,251.00
10% E&C	\$42,025.10

Total	\$462,276.10
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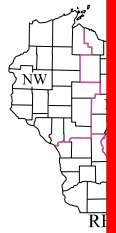
PROJECT LOCATION MAP CALUMET DRIVE CITY OF SHEBOYGAN

Item 8.



LEGEND

- Freeway [Symbol]
- Multilane Divided [Symbol]
- U.S. or State Hwy [Symbol]
- County Trunk Hwy [Symbol]
- Town Road [Symbol]
- Firelane [Symbol]
- Railroad [Symbol]
- State Trail [Symbol]
- Interchange [Symbol]
- Highway Separation [Symbol]
- Interstate Highway No. [Symbol]
- U.S. Highway No. [Symbol]
- State Highway No. [Symbol]
- County Highway Letter [Symbol]
- State Boundary [Symbol]
- County Boundary [Symbol]
- Civil Town Boundary [Symbol]
- Section Line [Symbol]
- Dam [Symbol]
- Hospital [Symbol]
- Airport [Symbol]
- County Seat [Symbol]
- Unincorporated Village [Symbol]
- Fish Hatchery [Symbol]
- Game Farm [Symbol]
- Public Hunt. or Fish. Grds. [Symbol]
- Public Camp & Picnic Grds. [Symbol]
- Ranger Station [Symbol]
- State Park [Symbol]
- County Park [Symbol]
- Rest Area [Symbol]
- Wayside [Symbol]
- Kettle Moraine Correctional Institution [Symbol]
- Univ. of Wisconsin - Sheboygan [Symbol]
- Lakeland College [Symbol]



SECTION NO. OF A T

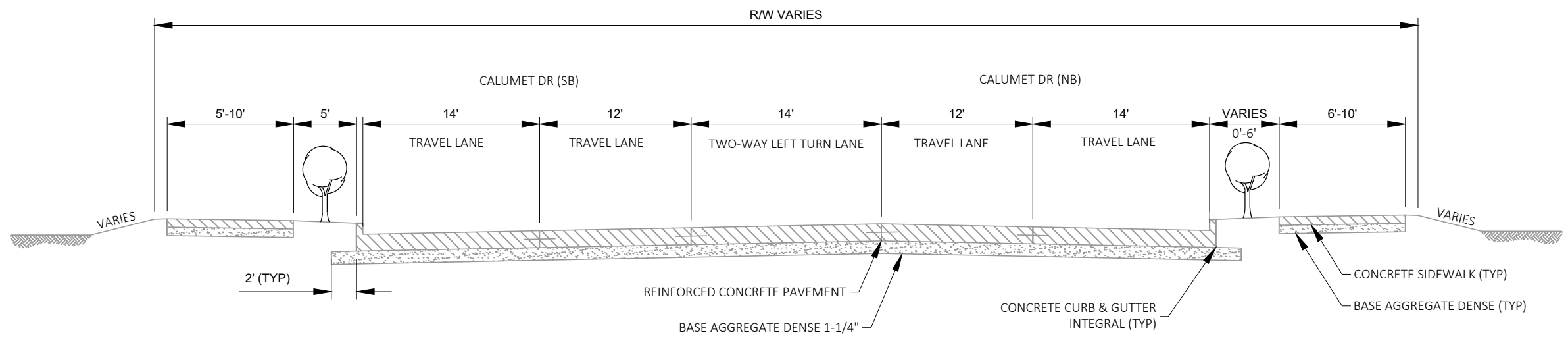
6	5	4
7	8	9
18	17	16
19	20	21
30	29	28
31	32	33
34	35	36

For boundaries of public hunting and fishing grounds please contact the Department of Natural Resources

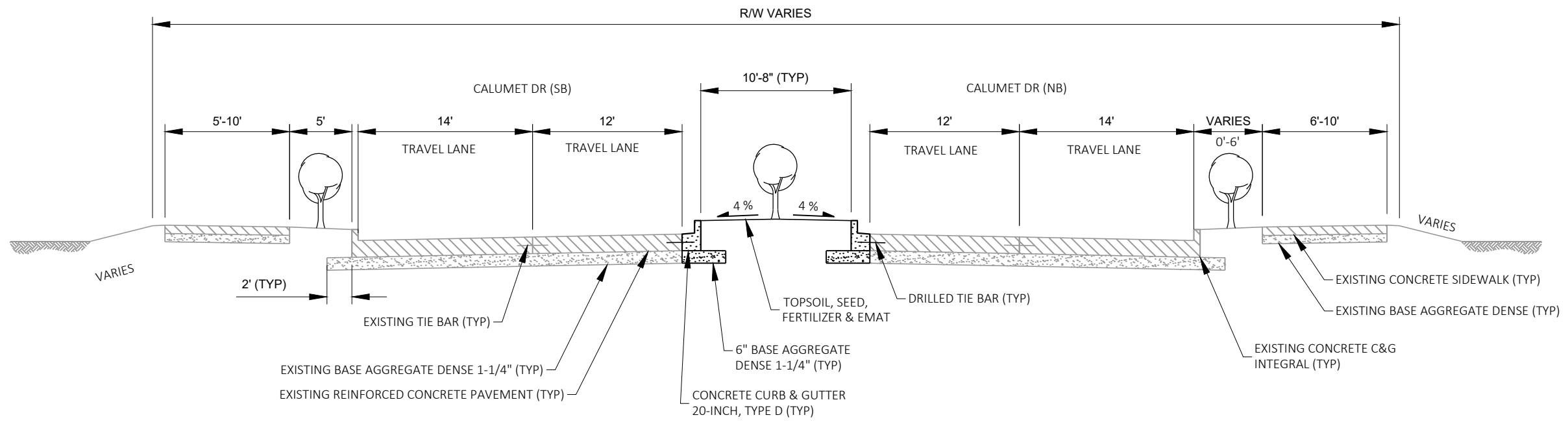
Base compiled from U.S.G.S. Quadrangles
1:100,000 Series

SHEBOYGAN 59-NE

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EXISTING TYPICAL SECTION
 CALUMET DRIVE
 MUELLER RD - 27TH STREET
 (LOOKING NORTH)



FINISHED TYPICAL SECTION
 CALUMET DRIVE
 MUELLER RD - 27TH STREET
 (LOOKING NORTH)

Calumet Drive Median Improvements
City of Sheboygan



Photo 1:

Calumet Drive (WIS 42):
Looking Southeast.
Evergreen Park is on the
right and Jaycee Quarry
Park on the left.



Photo 2:

Calumet Drive (WIS 42):
Looking Northwest.
Evergreen Park is on the
left and Jaycee Quarry
Park on the Right.

January 25, 2022

Mr. Kevin Jump, P.E.
Engineering Division
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

RE: Letter of Support for Calumet Drive Median Improvements, City of Sheboygan

Dear Mr. Jump:

We are pleased to provide a letter of support for the City of Sheboygan's Transportation Alternatives Program (TAP) application for proposed median improvements to Calumet Drive (State Highway 42) from North 27th Street to Mueller Road within the city. The project would replace a Two-Way Left Turn Lane (TWLTL) with a raised median throughout the corridor. The TWLTL has been in place since the 1990s, and has received complaints for motorized travel speeds in excess of the posted speed limit in the corridor.

In establishing highway safety performance targets for the Sheboygan Metropolitan Planning Area over the past several years, we have collected fatality and serious injury data and compared these with state averages. In doing this, we have noticed that the nonmotorized fatality and serious injury occurrences (when averaged over a five-year period) have exceeded the number of these occurrences at the statewide level when adjusted for vehicle miles of travel (VMT) within the metropolitan planning area. The vast majority of crashes involving nonmotorized fatalities and serious injuries in recent years has involved pedestrians.

This project will increase access and connections to the natural environment, will promote safe crossings and access to major parks along the corridor, will implement traffic calming measures, and will provide crosswalk enhancements.

We would recommend this project as the first phase of a comprehensive package of transportation enhancements along this corridor. Improved accommodations for bicyclists should also eventually occur within the corridor, as recommended in the *Sheboygan County Pedestrian and Bicycle Comprehensive Plan: 2015 Update*, as well as in the Update to the *Year 2045 Sheboygan Area Transportation Plan (SATP)*.

Thank you for the opportunity to comment on this valuable project.

Sincerely,



Jeffrey C. Agee-Aguayo
Transportation Planner III

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 8, 2022

MEETING DATE: March 15, 2022

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40033140-631200
(Street Improvements)
60134110-980099
(Wastewater Fund -
Sanitary)
Budget Summary: \$558,152.30
(Street Improvements)
\$61,220.85
(Wastewater Fund -
Sanitary)
Budget Expenditure: \$619,373.15
Budgeted Revenue: N/A

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: The attached document authorizes the department to enter into a contract for the pavement repair of Calumet Drive between Saemann Avenue and Geele Avenue.

The concrete pavement is cracked and failing in several places and this project will repair the damaged pavement. While our traditional mill-and-fill asphalt replacement program generally focuses on older asphalt roadways, this project is the start of a program to address the failing concrete on newer (approximately 10-20 year-old) high volume concrete roadways that are not yet ready for an asphalt overlay or major repairs.

Repairs will also be made to the many storm sewer manholes and inlets and the sanitary sewer. Additionally, several of the storm sewer and sanitary sewer pipes will be lined with a cured-in-place liner.

STAFF COMMENTS: Concrete pavement repair is a valuable tool to maintain the City's concrete roadways. Completing these repairs now minimizes future costs and extends the life of the roadway delaying the need for more extensive repairs or replacement.

Department of Public Works recommends approval of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 165-21-22 authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project.

ATTACHMENTS:

- I. Res. No. 165-21-22
- II. Vinton Construction Company Agreement
- III. Bid Summary

Res. No. 165 - 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Calumet Drive Pavement Repair Project (the "Project"); and

WHEREAS, three bids were received in response to that advertisement;
and

WHEREAS, the low bid was from Vinton Construction Company, Inc. for \$619,373.15; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project through its annual borrowing program; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.


BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #40033140-631200 (Street Improvements)	\$558,152.30
Account #60134110-980099 (Wastewater Fund - Sanitary)	\$ 61,220.85

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	1 of 7

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
Vinton Construction Company, Inc. (“Contractor”).

Owner and Contractor hereby 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 street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue, City Bid Number: 2468-22.

2.02 City of Sheboygan Resolution: //Resolution Number//

2.03 City of Sheboygan Account Number: 40033140-631200 and 60134110-980099

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and 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 *Contract Times: Dates*


A. The Work will be substantially completed on or before July 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: Not Applicable

4.04 *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 and other losses if the Work is not completed and

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		Bid Number:	2468-22	Page:	2 of 7

Milestones not achieved within the Contract Times, as duly modified. 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):


1. **Substantial Completion:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. **Milestones:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2468-22	Page:	3 of 7

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


- B. 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 set off by Owner pursuant to Paragraph 15.01.E 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 punch list of items to be completed or corrected prior to final payment.

6.03 *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.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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		Section:	00 52 00		
		Bid Number:	2468-22	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Addenda: (None)
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of one page.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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


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- 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2468-22	Page:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:
City of Sheboygan

CONTRACTOR:
Vinton Construction Company, Inc.

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Date: _____

Attest:
By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

FILE NAME : P:\ENGINEERING\STREETS\CALUMET DR\SAEMANN - MAIN\PRODUCTION\PLAN SHEETS\000CV.DWG
 LAYOUT NAME - 000CV
 PLOTTED BY - Meyer, Tim



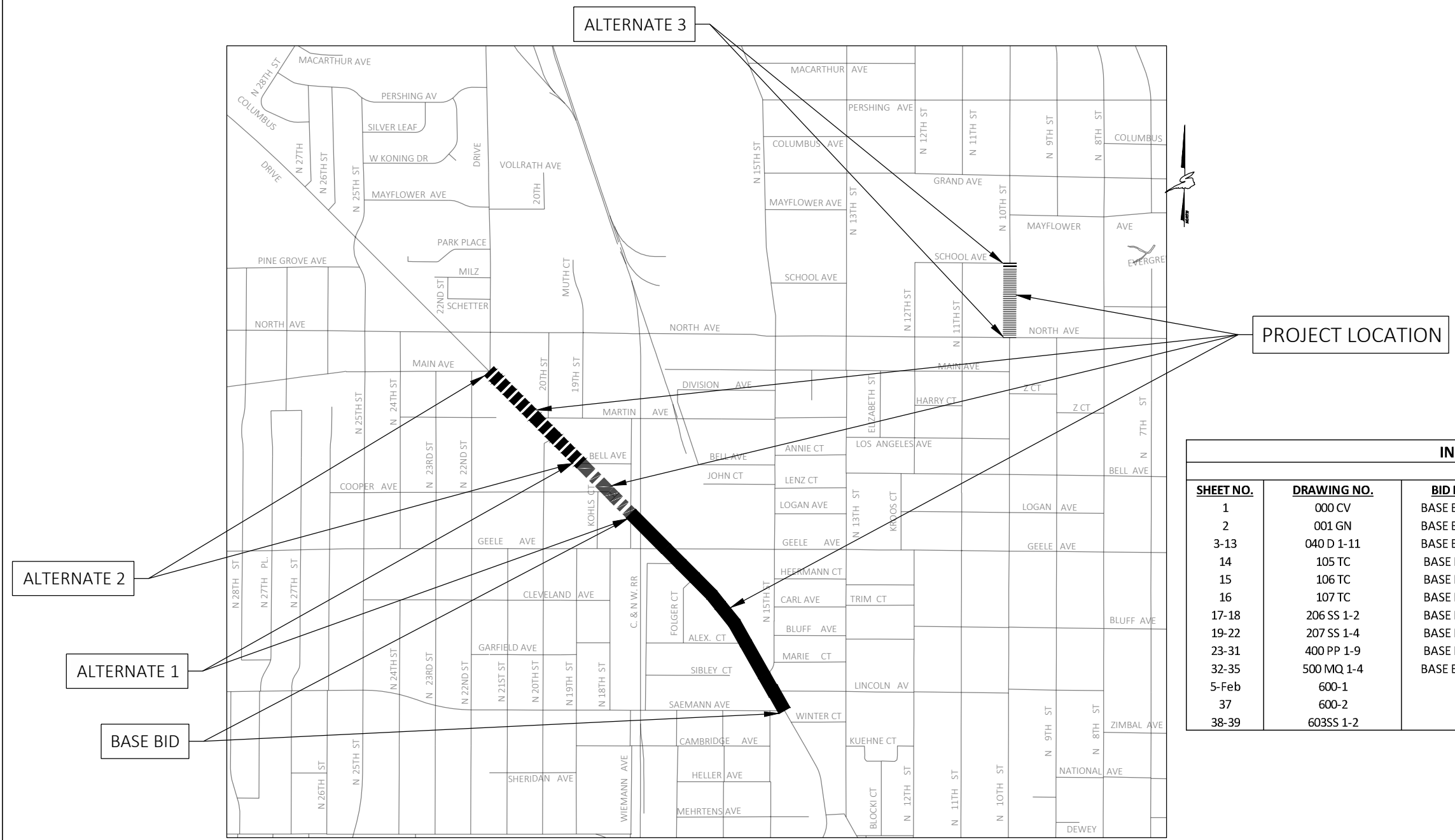
CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2468-22

CALUMET DRIVE PAVEMENT REPAIR SAEMANN AVE - MAIN AVE

FEBRUARY 2022



NOT TO SCALE

INDEX OF SHEETS			
SHEET NO.	DRAWING NO.	BID DESCRIPTION	DESCRIPTION
1	000 CV	BASE BID, ALTS 1, 2, 3	TITLE SHEET
2	001 GN	BASE BID, ALTS 1, 2, 3	GENERAL NOTES
3-13	040 D 1-11	BASE BID, ALTS 1, 2, 3	CONSTRUCTION DETAILS
14	105 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL - SB CLOSED
15	106 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL - NB CLOSED
16	107 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL DETAILS
17-18	206 SS 1-2	BASE BID, ALTS 1 & 2	SANITARY SEWER LINING DETAILS
19-22	207 SS 1-4	BASE BID, ALTS 1 & 2	STORM SEWER LINING DETAILS
23-31	400 PP 1-9	BASE BID, ALTS 1 & 2	PLAN SHEETS
32-35	500 MQ 1-4	BASE BID, ALTS 1, 2, 3	QUANTITY TABLES
5-Feb	600-1	ALT 3	N 10TH ST PLAN DETAIL
37	600-2	ALT 3	N 10TH ST PAVING DETAILS
38-39	603SS 1-2	ALT 3	N 10TH ST LINING DETAILS


Date	Drawn By	Revision Number	Revision Description

CALUMET DRIVE PAVEMENT REPAIR
SAEMANN AVE - MAIN AVE
 TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
 City of Sheboygan
 Department of Public Works
 Engineering Division
 2026 New Jersey Ave
 Sheboygan, WI 53081
 Ryan Sazama, PE - City Engineer


Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	2/9/2022
Bid No.	2468-22
Project Date	FEBRUARY 2022
Sheet No.	

Drawing No. 222

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		Bid Number: 2468-22	Page: 1 of 2

**Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue**

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	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

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SECTION	TITLE	Pages
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32 10 00	Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 61	Concrete Manholes, Catch Basins and Inlets	5

2468-22 - Calumet Drive Pavement Repair (Saemann Avenue to Main Avenue) (#8122269)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 02/23/2022 01:00 PM CST

						Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Public Works							
	1 Base Bid		Mobilization	LS	1	\$23,000.00	\$23,000.00
	2 Base Bid		Traffic Control (Excluding PCMS Boards)	LS	1	\$16,600.00	\$16,600.00
	3 Base Bid		PCMS Boards	Days	40	\$50.00	\$2,000.00
	4 Base Bid		Detour Signing	LS	1	\$2,500.00	\$2,500.00
	5 Base Bid		Removing Pavement	SY	3000	\$0.01	\$30.00
	6 Base Bid		Removing Concrete Sidewalk (Undistributed)	SY	28	\$10.00	\$280.00
	7 Base Bid		Adjusting Manholes	Each	20	\$400.00	\$8,000.00
	8 Base Bid		Adjusting Inlets	Each	8	\$400.00	\$3,200.00
	9 Base Bid		Inlet Castings	Each	8	\$695.00	\$5,560.00
	10 Base Bid		Manhole Frame and Lid	Each	20	\$483.00	\$9,660.00
	11 Base Bid		Concrete Sidewalk 4-Inch (Undistributed)	SF	250	\$8.50	\$2,125.00
	12 Base Bid		Concrete Pavement 9-Inch	SY	2500	\$75.17	\$187,925.00
	13 Base Bid		HES Concrete Pavement 9-Inch	SY	100	\$78.17	\$7,817.00
	14 Base Bid		Concrete Curb and Gutter 30-inch Integral	LF	700	\$21.77	\$15,239.00
	15 Base Bid		Inlet Repairs	Each	9	\$300.00	\$2,700.00
	16 Base Bid		Dowel Bars	Each	1600	\$14.00	\$22,400.00
	17 Base Bid		Pavement Ties	Each	800	\$0.01	\$8.00
	18 Base Bid		Sawing Concrete Pavement	LF	3800	\$2.50	\$9,500.00
	19 Base Bid		Sanitary Sewer Lining 10-Inch	LF	327	\$72.45	\$23,691.15
	20 Base Bid		Storm Sewer Lining 8-Inch	LF	14	\$304.50	\$4,263.00
	21 Base Bid		Storm Sewer Lining 10-Inch	LF	105	\$58.80	\$6,174.00
	22 Base Bid		Storm Sewer Lining 12-Inch	LF	521	\$126.00	\$65,646.00
	23 Base Bid		Storm Sewer Lining 15-Inch	LF	141	\$131.25	\$18,506.25
	24 Base Bid		Storm Sewer Lining 18-Inch	LF	40	\$236.25	\$9,450.00
	25 Base Bid		Storm Sewer Lining 21-Inch	LF	370	\$115.50	\$42,735.00
	26 Base Bid		Inlet Protection	Each	24	\$65.00	\$1,560.00
	27 Base Bid		Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
							\$500,569.40
Alt 3							
	59 Alt 3		Removing Pavement	SY	510	\$12.00	\$6,120.00
	60 Alt 3		Removing Concrete Sidewalk	SY	80	\$10.00	\$800.00
	61 Alt 3		Reconstructing Manholes	Each	1	\$1,175.00	\$1,175.00
	62 Alt 3		Removing Inlets	Each	1	\$415.00	\$415.00
	63 Alt 3		Abandoning Storm Sewer 12-Inch	LF	70	\$16.00	\$1,120.00
	64 Alt 3		Adjusting Manholes	Each	1	\$400.00	\$400.00
	65 Alt 3		Adjusting Inlets	Each	1	\$400.00	\$400.00
	66 Alt 3		Inlet Castings	Each	1	\$695.00	\$695.00
	67 Alt 3		Manhole Frame and Grate	Each	2	\$483.00	\$966.00
	68 Alt 3		Concrete Sidewalk 4-Inch	SF	750	\$6.50	\$4,875.00
	69 Alt 3		Concrete Pavement 7-Inch	SY	435	\$63.17	\$27,478.95
	70 Alt 3		Detectable Warning Fields	SF	48	\$30.00	\$1,440.00
	71 Alt 3		Concrete Curb and Gutter 30-inch Exposed Pan	LF	305	\$33.26	\$10,144.30
	72 Alt 3		Pedestrian Curb	LF	35	\$30.00	\$1,050.00
	73 Alt 3		Dowel Bars	Each	200	\$14.00	\$2,800.00
	74 Alt 3		Pavement Ties	Each	80	\$0.01	\$0.80
	75 Alt 3		Sawing Concrete Pavement	LF	470	\$2.50	\$1,175.00
	76 Alt 3		Sanitary Sewer Lining 8-Inch	LF	851	\$44.10	\$37,529.10
	77 Alt 3		Storm Sewer Lining 12-Inch	LF	412	\$48.30	\$19,899.60
	78 Alt 3		Inlet Protection	Each	4	\$80.00	\$320.00
							\$118,803.75

Base Bid + Alt 3 **\$619,373.15**


PROJECT MANUAL

BID NUMBER:
2468-22




Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue

February 2022


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		Section: 00 01 10	
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**Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue**

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00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

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SECTION	TITLE	Pages
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32 10 00	Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
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33 05 61	Concrete Manholes, Catch Basins and Inlets	5

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ADVERTISEMENT FOR BIDS

Calumet Drive Pavement Repair Saemann Avenue to Main Avenue

Bid No. 2468-22

Owner and Work: The City of Sheboygan hereby gives notice that sealed public bids will be received for Calumet Drive Pavement Repair (Saemann Avenue – Main Avenue). The majority work of this contract is generally described as follows:

- 3,000 SY of Removing Pavement,
- 2,500 SY of Concrete Pavement,
- 700 SF of Concrete Curb and Gutter,
- 20 EA of Adjusting Manholes and Inlets,
- 1,910 LF of Sewer Lining (8-inch to 36-inch).

Time and Place of Bid Opening: Bids will be received until 1:00 PM Local Time on Wednesday, February 23, 2022. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.

Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of \$30 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8122269

QuestCDN: Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in free membership registration, downloading, bidding and working with this digital project information.

Pre-Bid Qualification: All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. Forms are included in the proposed contract documents.

Bid Security: A satisfactory Bid Bond, payable to the City of Sheboygan, WI, in an amount not less than five (5%) percent of the bid.

Legal Provisions: This contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 779.15 of the Wisconsin Statutes.

Ryan J. Sazama, P.E., A.I.A.
City Engineer



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ARTICLE 1 – DEFINED TERMS


- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.
- 1.02 QuestCDN has the following meaning:
- A. The term “QuestCDN” is used to describe the Quest Construction Data Network website or the Quest vBid online bidding website, available at <http://www.questcdn.com//>.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the bid advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prospective Bidders are required to furnish or have on file a valid Bidder's Proof of Responsibility form (Form 00 45 13) with the City of Sheboygan Engineering Division not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are attached to the contract documents for the use of all interested bidders.
- 3.02 Said form shall fully develop the bidder's financial ability, adequacy of plant, equipment and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts.
- 3.03 The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from Statement's date.
- 3.04 The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City contracts.
- 3.05 A Bidder's failure to submit required qualification information within the times indicated will disqualify Bidder from bidding on the Contract.
- 3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.07 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.


4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Engineer will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

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4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.


4.04 Other Work at the Site

- A. Reference is made to Specification Section 01 11 00 –Summary of work in the Project Bidding Documents for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

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- E. carefully studied all (1) reports and (2) videos related to sanitary sewer and storm sewer lining identified in the specifications;
- F. consider the information known to Bidder itself; 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; and (3) Bidder's safety precautions and programs;
- G. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- H. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- K. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will not be conducted for this Project.


ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

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- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones, if identified are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES


- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.


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- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered with the written consent of the City.
- 12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City a Non-Collusion Affidavit from each Subcontractor.

If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

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ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Worksheet under the required section.

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances


- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed in the advertisement or invitation to bid and shall be submitted using QuestCDN as prescribed in the advertisement or invitation to bid.
- 15.02 Only Bidders qualified in accordance with Article 3 will be allowed to access the Quest Bid Worksheet. Engineer will grant access to online Quest Bid Worksheet on QuestCDN. If bidder is qualified in accordance with Article 3 and needs access to Bid Worksheet, bidder shall contact Engineer.
- 15.03 Bid Security and other required documents shall be submitted using QuestCDN.
- 15.04 Paper bids or Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Bids may be modified and revised using QuestCDN until the such time the bids are opened as indicated in the advertisement or invitation to bid
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

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and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS


- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bids have been reviewed.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.
 - B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:
 1. If no Alternate is present, bids will be compared on the basis of the “Base Bid” and this amount will be the basis for determining the lowest Bidder.
 2. If an Alternate is present, bids will be compared on the basis of the “Adjusted Base Bid” and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the “Adjusted Base Bid.”
 - a. Alternate 2 will not be selected without also selecting Alternate 1.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.


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ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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ARTICLE 1 – THE PROJECT

The Project, of which the Work under the Bid is a part, is generally described as follows: **Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue** for the City of Sheboygan, Wisconsin, City Bid Number: **2468-22**

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

2.02 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.

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

3.01 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.

ARTICLE 4 – BIDDER’S REPRESENTATIONS

4.01 *In submitting this Bid, Bidder represents that:*


A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

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reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. Bidder has carefully studied all (1) reports and (2) videos related to sanitary sewer and storm sewer lining identified in the specifications.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – BIDDER'S CERTIFICATION

5.01 *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 is fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 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;

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- 2. "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;
 - 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.
- F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

- 6.01 Bidder will complete the Work in accordance with the Contract Documents for the price submitted on the QuestCDN website.
- 6.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) 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, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement and paragraph 19.01 of the Supplementary Conditions as to liquidated damages.


ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted using QuestCDN and made a condition of this Bid:
 - A. QuestCDN Bid Unit Price Worksheet as submitted on QuestCDN.
 - B. Required Bid security;
 - C. List of Subcontractors (Document 00 45 50).

ARTICLE 9 – DEFINED TERMS

- 9.01 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.

(Continued on next page)

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ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name]
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

Title: _____


Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Unit Price Worksheet		
		Section:	00 41 44		
		Bid Number:	2468-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. The bid worksheet on the following page(s) is representative of the official bid worksheet located on the QuestCDN website.

- B. The bid worksheet located on the QuestCDN website takes precedence over the bid worksheet in this section.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Total	Unit Price	Extension
Public Works	Required				Quantity		
	1	Base Bid	Mobilization	LS		1	
	2	Base Bid	Traffic Control (Excluding PCMS Boards)	LS		1	
	3	Base Bid	PCMS Boards	Days		40	
	4	Base Bid	Detour Signing	LS		1	
	5	Base Bid	Removing Pavement	SY		3000	
	6	Base Bid	Removing Concrete Sidewalk (Undistributed)	SY		28	
	7	Base Bid	Adjusting Manholes	Each		20	
	8	Base Bid	Adjusting Inlets	Each		8	
	9	Base Bid	Inlet Castings	Each		8	
	10	Base Bid	Manhole Frame and Lid	Each		20	
	11	Base Bid	Concrete Sidewalk 4-Inch (Undistributed)	SF		250	
	12	Base Bid	Concrete Pavement 9-Inch	SY		2500	
	13	Base Bid	HES Concrete Pavement 9-Inch	SY		100	
	14	Base Bid	Concrete Curb and Gutter 30-inch Integral	LF		700	
	15	Base Bid	Inlet Repairs	Each		9	
	16	Base Bid	Dowel Bars	Each		1600	
	17	Base Bid	Pavement Ties	Each		800	
	18	Base Bid	Sawing Concrete Pavement	LF		3800	
	19	Base Bid	Sanitary Sewer Lining 10-Inch	LF		327	
	20	Base Bid	Storm Sewer Lining 8-Inch	LF		14	
	21	Base Bid	Storm Sewer Lining 10-Inch	LF		105	
	22	Base Bid	Storm Sewer Lining 12-Inch	LF		485	
	23	Base Bid	Storm Sewer Lining 15-Inch	LF		141	
	24	Base Bid	Storm Sewer Lining 18-Inch	LF		40	
	25	Base Bid	Storm Sewer Lining 21-Inch	LF		370	
	26	Base Bid	Storm Sewer Lining 36-Inch	LF		36	
	27	Base Bid	Allowance - Televising Video Conversion	LS		1	
	28	Base Bid	Inlet Protection	Each		24	
Alt 1	Optional						
	29	Alt 1	Removing Pavement	SY		1000	
	30	Alt 1	Adjusting Manholes	Each		11	
	31	Alt 1	Adjusting Inlets	Each		3	
	32	Alt 1	Inlet Castings	Each		3	
	33	Alt 1	Manhole Frame and Lid	Each		11	
	34	Alt 1	Concrete Pavement 9-Inch	SY		800	
	35	Alt 1	HES Concrete Pavement 9-Inch	SY		5	
	36	Alt 1	Concrete Curb and Gutter 30-inch Integral	LF		225	
	37	Alt 1	Inlet Repairs	Each		6	
	38	Alt 1	Dowel Bars	Each		400	
	39	Alt 1	Pavement Ties	Each		325	
	40	Alt 1	Sawing Concrete Pavement	LF		1100	
	41	Alt 1	Sanitary Sewer Lining 8-Inch	LF		120	
	42	Alt 1	10-Inch PVC Sanitary Sewer	LF		10	
	43	Alt 1	Storm Sewer Lining 12-Inch	LF		300	
	44	Alt 1	Inlet Protection	Each		12	
Alt 2	Optional						
	45	Alt 2	Removing Pavement	SY		1600	
	46	Alt 2	Adjusting Manholes	Each		12	
	47	Alt 2	Adjusting Inlets	Each		4	
	48	Alt 2	Inlet Castings	Each		4	
	49	Alt 2	Manhole Frame and Lid	Each		12	
	50	Alt 2	Concrete Pavement 9-Inch	SY		1500	
	51	Alt 2	HES Concrete Pavement 9-Inch	SY		5	
	52	Alt 2	Concrete Curb and Gutter 30-inch Integral	LF		450	
	53	Alt 2	Inlet Repairs	Each		9	
	54	Alt 2	Dowel Bars	Each		1025	
	55	Alt 2	Pavement Ties	Each		425	
	56	Alt 2	Sawing Concrete Pavement	LF		2000	
	57	Alt 2	Storm Sewer Lining 12-Inch	LF		147	

	58 Alt 2	Storm Sewer Lining 18-Inch	LF	174
	59 Alt 2	Inlet Protection	Each	14
Alt 3	Optional			
	60 Alt 3	Removing Pavement	SY	510
	61 Alt 3	Removing Concrete Sidewalk	SY	80
	62 Alt 3	Reconstructing Manholes	Each	1
	63 Alt 3	Removing Inlets	Each	1
	64 Alt 3	Abandoning Storm Sewer 12-Inch	LF	70
	65 Alt 3	Adjusting Manholes	Each	2
	66 Alt 3	Adjusting Inlets	Each	1
	67 Alt 3	Inlet Castings	Each	1
	68 Alt 3	Manhole Frame and Grate	Each	2
	69 Alt 3	Concrete Sidewalk 4-Inch	SF	750
	70 Alt 3	Concrete Pavement 7-Inch	SY	435
	71 Alt 3	Detectable Warning Fields	SF	48
	72 Alt 3	Concrete Curb and Gutter 30-inch Exposed Pan	LF	305
	73 Alt 3	Pedestrian Curb	LF	35
	74 Alt 3	Dowel Bars	Each	200
	75 Alt 3	Pavement Ties	Each	80
	76 Alt 3	Sawing Concrete Pavement	LF	470
	77 Alt 3	Sanitary Sewer Lining 8-Inch	LF	851
	78 Alt 3	Storm Sewer Lining 12-Inch	LF	412
	79 Alt 3	Inlet Protection	Each	4

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SHEBOYGAN

BIDDER'S PROOF OF RESPONSIBILITY

This proof of Responsibility is required pursuant to Section 66.0901 of the Wisconsin Statutes.

(Must be filed with the Engineering Division not less than five (5) days prior to the time set for opening of bids.)

This form should be submitted to:

City of Sheboygan
Engineering Department
Municipal Service Building
2026 New Jersey Avenue
Sheboygan WI 53081

NOTE: The contents of this questionnaire shall be confidential for the exclusive use of the contracting agency and shall not be made public except by written permission of the prospective bidder.

BIDDER'S PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the Engineering Division is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from this Statement's date.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
_____ Corporation _____ Partnership _____ Individual

2. Bidder's Address _____

City _____ State/Zip _____

Phone No. _____ FAX No. _____

E-Mail Address _____

3. When organized? _____ Where incorporated? _____

4. How many years have you been engaged in the contracting business under the present firm name? _____

5. Contracts on hand (Show present contracts, including a schedule as to estimated completion date and gross amount of each contract.

Date Awarded	Type of Work	Percent Completed	Anticipated Completion Date	Cost of Work

(If additional space is required, file separate sheet with details.)

6. General character of work performed by your firm.

(If additional space is required, file separate sheet with details.)

7. Have you ever failed to complete any work awarded to you?
_____ Yes _____ No

If so, attach a statement explaining where and why.

8. Have you ever defaulted on a contract? _____ Yes _____ No

If so, explain where and why.

(If additional space is required, file separate sheet with details.)

9. List your major equipment.

(If additional space is required, file separate sheet with details.)

10. List your experience in the construction of work similar in importance to this project.

(If additional space is required, file separate sheet with details.)

11. Show background and experience of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

12. Credit available. Furnish written evidence, preferably from banks.

13. Financial Statement:

Condition at Close of Business on _____, _____.

Assets:

- a. Cash _____
- b. Accounts Receivable _____
- c. Real Estate Equity _____
- d. Materials in Stock _____
- e. Equipment, Book Value _____
- f. Furniture & Fixtures
Book Value _____
- g. Other Assets _____
- TOTAL ASSETS \$ _____

Liabilities:

- h. Accounts, Notes &
Interest Payable _____

i. Other Liabilities _____
TOTAL LIABILITIES \$ _____
NET WORTH \$ _____

14. Additional information may be submitted if desired.

Dated at _____ this _____ day of _____, _____ .

NAME OF ORGANIZATION

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn says that he is
_____ of _____
(Organization)


and that the answers of the foregoing questions and all statements contained are true and correct.

Signed _____

Subscribed and sworn to before me this _____ day of _____, _____ .

_____ Notary Public

My commission expires _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Non-Collusion Affidavit of Subcontractor		
		Section:	00 45 20		
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State of _____)
)§
 County of _____)

_____, being first duly sworn, deposes and says that:


- 1) He is _____ of
 (Owner, partner, officer, representative or agent)
 _____ hereinafter referred
 to as the "Subcontractor";
- 2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the Project in City of Sheboygan, Wisconsin
- 3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal:
- 4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

 Signed

 Title

Subscribed and sworn to before me
 this _____ day of _____, 20____.

My commission expires _____


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: List of Subcontractors	
		Section: 00 45 50	
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Project Name: **Calumet Drive Pavement Repair - Saemann Avenue to Main Avenue**

List proposed subcontractors below. If no subcontractors are proposed check the box next to "No Subcontractors". This form is still required to be submitted if no Subcontractors are proposed. Add Additional sheets as may be necessary.

No Subcontractors.

Name of Proposed Subcontractors		Class of Work
1	Name:	
	Address:	
2	Name:	
	Address:	
3	Name:	
	Address:	
4	Name:	
	Address:	
5	Name:	
	Address:	
6	Name:	
	Address:	
7	Name:	
	Address:	
8	Name:	
	Address:	

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	1 of 7

**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
//Contractor// ("Contractor").

Owner and Contractor hereby 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 street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue, City Bid Number: 2468-22.

2.02 City of Sheboygan Resolution: //Resolution Number//

2.03 City of Sheboygan Account Number: //Account Number(s)//

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and 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 *Contract Times: Dates*


A. The Work will be substantially completed on or before July 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 1. Milestone 1: Not Applicable

4.04 *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 and other losses if the Work is not completed and

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Milestones not achieved within the Contract Times, as duly modified. 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):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:

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- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. 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 set off by Owner pursuant to Paragraph 15.01.E 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 punch list of items to be completed or corrected prior to final payment.

6.03 *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.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Addenda (not attached but incorporated by reference)
 - a. Number **{Number}** dated **{Date}**.
 - b. Number **{Number}** dated **{Date}**.
 - c. Number **{Number}** dated **{Date}**.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of **{Total Pages}**.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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,

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(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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:
City of Sheboygan

CONTRACTOR:
{Contractor} _____

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

By: _____
Engineer/Project Manager

Title: _____

Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

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

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

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

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

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

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

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

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

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

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

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

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: Shop Drawings Product Data Test Results Other

COMMENTS:

Click here to enter text.



Contractor's Application for Payment No. _____

Application Period:	Application Date:
To From (Contractor):	Via (Engineer): N/A
Project: City Bid Number:	Contractor's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ _____
			5. RETAINAGE:	
			a. 5% X _____ Work Completed.....	\$ _____
			b. X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date) _____
(Engineer/Project Manager)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(City of Sheboygan)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number:					
Application Period:							Application Date:					
A					B	C	D	E	F			
Item		Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish - F) (B)	
Bid Item No.	Description	Item Quantity	Units	Unit Price								
Page Totals												

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price: _____

Increase/(Decrease) from Previously Accepted Change Orders: _____

Contract Price Prior to this Change Order: _____

Increase/(Decrease) of this Change Order: _____

Contract Price Incorporating this Change Order: _____

Change in Contract Times Summary

	Substantial Completion	Ready for Final Payment
Original Completion Date (or days):	_____	_____
Increase/(Decrease) from Previously Accepted Change Orders:	_____	_____
Completion Date (or days) Prior to this Change Order:	_____	_____
Increase/(Decrease) of this Change Order:	_____	_____
Completion Date (or days) Incorporating this Change Order:	_____	_____

The Contract is modified as follows upon execution of this Change Order:

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension

					Total Additional Work:

Revise the Following Items of Work

Item #:	Description	Original				Revised				
		Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension	
N/A										
					Original Total:					
					Revised Total:					
					Total Revised Work (Revised - Original):					
					Contract					
					Total Additional Work:					
					Total Revised Work:					
					Net Change in Contract:					

Final quantities to be determined based on actual quantities constructed and measured.

Contract Change Order

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Revise the Project Manual and Specifications as Follow

Signatures

Recommended By: _____
Engineer/Project Manager

Date:

Accepted By: _____
Contractor (Authorized)

Date:

Accepted By: _____
City of Sheboygan

Date:

Project Name: [Click here to enter text.](#)

Bid Number: [Click here to enter text.](#)

Contractor: [Click here to enter text.](#)

This Preliminary Final Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work:

//Enter text here//

Date of Substantial Completion: [Click here to enter a date.](#)

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate, if appropriate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The following documents are attached to and made a part of this Certificate: [Click here to enter text.](#)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY CITY:

RECEIVED:

By: _____
Engineer/Project Manager


By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance	
		Section:	00 65 18	
		Bid Number:	2468-22	Page:

PROJECT NAME: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the CITY OF SHEBOYGAN, hereinafter called the OWNER, and _____, hereinafter called the Contractor, for the above referenced project.

I further certify and declare that, except as listed below, all bills for materials, supplied, utilities, and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities, and/or demands of State or Federal Agencies, subcontractors, materialmen, mechanics, laborers, or any others resulting from or arising out of any work done, caused to be done, or ordered to be done by the Contractor under the contract.

EXCEPTIONS: (If none, write "NONE," Contractor shall furnish a bond, acceptable to the Owner, for each exception)

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances, and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion of Final Acceptance.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the trust and statements contained herein.


Signed

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

(Seal)

PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Consent of Surety to Final Payment	
		Section:	00 65 19	
		Bid Number:	2468-22	Page:

TO OWNER: City of Sheboygan
 2026 New Jersey Avenue
 Sheboygan, WI

PROJECT NAME: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue

DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety Name: _____

Address: _____

_____, Surety,

on bond of,

Contractor Name: _____

Address: _____

_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Sheboygan
 2026 New Jersey Avenue
 Sheboygan, WI

, Owner,

as set for in said Surety's bond.

Attest: _____
 (Seal): (Surety)

 (Signature of Authorized Representative)

 (Print Name and Title)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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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 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 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.
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.

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.

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.
- 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 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.

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 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.
- 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 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.
- 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.
- 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 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.

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 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;
 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 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 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 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 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 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.
 - 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);
 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 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.

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.
- 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;
 - 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.
 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.
- 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.
- 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.

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.

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.
- 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.
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 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.
 - 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
 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.
- 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.
- 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.
- 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.

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.

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.
- 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.

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.
- 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:
 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.

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 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 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
 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 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.
 - 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, expeditors, 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 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 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.
- 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, 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, 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 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.
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;
 - 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 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 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.
 - 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, 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.
- 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, 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 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.

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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GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49”

- 49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

- B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms “City” and “Owner” in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

- H. Business Day:
 - 1. The words “business day” mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS


SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

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record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of \$100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work 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.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points

Delete paragraph 4.03.A and replace with the following:

- A. Engineer 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. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. 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 a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress


Delete paragraph 4.05.C.2 and replace with the following:

- C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

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

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

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4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work
6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

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

4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance


Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

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

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additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

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


Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

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


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

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

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.

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

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Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

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


Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$1,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements.* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor’s Pollution Liability Insurance.* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

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Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

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

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

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

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence


Add the following paragraphs immediately after Paragraph 7.02.B

- A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

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

- 1. Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.

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2. Owner's Legal Holidays are as follows:

- a. New Year's Day
 Good Friday (Friday before Easter)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day
- b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.


SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

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ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

Modify paragraph 8.02 as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:


Delete the words “30 days” and replace with the words “10 days”.

SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer’s Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer’s Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer’s Consultants, or the construction coordinator on account of any such damage or Claim.

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- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 –CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:


Delete the words "30 days" and replace with the words "10 days".

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

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

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

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

1. The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC – 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words “20 Days” and replace with the words “thirty days”.

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words “Ten days” and replace with the words “Forty-five days”.

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

- f. Contractors Affidavit of Compliance (Document 00 65 18)


LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

ARTICLE 19 – LIQUIDATED DAMAGES


SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES

- 19.01 The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

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LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

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PART 1 – GENERAL

1.01 SUMMARY

- A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.
- B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids.

1.02 MILESTONES

- A. Milestone 1:
 - a. None.

1.03 PAYMENT PROCEDURES

- A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.04 WORK BY THE CITY


- A. None.

1.05 TRAFFIC CONTROL

- A. In addition to the sequence of work identified elsewhere in the specifications, schedule work to accommodate the following,
 - a. Perform work one stage at a time.
 - b. Install PCMS boards 1 week prior to work occurring and 1 week prior to changing stages.
 - c. Northbound Stage:
 - i. Perform work in the two northbound lanes and northbound turn lanes.
 - ii. Maintain one lane of traffic in the southbound direction.
 - iii. Do not store trucks or material in the closed southbound lane overnight.
 - d. Southbound Stage:
 - i. Perform work in the two southbound lanes and southbound turn lanes.
 - ii. Maintain one lane of traffic in the northbound direction.
 - iii. Do not store trucks or material in the closed northbound lane overnight.
 - e. Maintain Access to all driveways.

1.06 PERMITS

- A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:
 - a. WisDOT – Permission to Detour State Trunk Highway Traffic.

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1.07 SUBSURFACE AND PHYSICAL CONDITIONS

- A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:
- a. None.
- B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:

a. None.

1.08 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are
- a. None.
- B. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are

a. None.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

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		Section:	01 14 00		
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PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

- A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

- A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS


- A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.
- B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

- A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.
- B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.
- C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIRMENTS

- A. Maintain access to business and residents at all times, unless otherwise noted.

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- B. Provide continuous access for emergency vehicles.
- C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

- A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

- A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.
- B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS


- A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
 - 1. Items to be discussed at meeting shall include, but not be limited to:
 - a. Review of progress since previous meeting.
 - b. Review Outstanding Items since last meeting.
 - c. Contractors Schedule (3-week look ahead).
 - d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

- A. Layout of the work is the responsibility of the Contractor.
- B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS


- A. Work-Related Submittals:
 - 1. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

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2. Product Data:
 - a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
 3. Test Results:
 - a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
 4. Miscellaneous Submittals:
 - a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.
- B. Action On Submittals
1. Unsolicited Submittals:
 - a. Engineer will return unsolicited submittals without reviewing.
 2. Response:
 - a. Marked: "Approved"
 1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
 - b. Marked: "Approved As Noted"
 1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
 - c. Marked: "Not Approved"
 1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
 2. Prepare new submittal complying with Contract Documents and Engineer's notations.
 - d. Marked: "Filed for Record"
 1. Work covered by the submittal does not require approval.
 2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

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1.14 PROJECT OBSERVATION

- A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.
- B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

- A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS


- A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- C. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

- A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.
- B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.
- B. Engineer has final authority to revise haul routes, procedures, and operation times.
- C. Keep haul routes clean and free of construction material and debris.
- D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

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E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

- A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.
- B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.
- C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

- A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

- A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Allowances		
		Section:	01 21 00		
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PART 1 – GENERAL

1.01 SUMMARY

- A. This section provided for administrative and procedural requirements governing allowances.
1. When items are listed on the bid form as an allowance, these items will have a set dollar value. This dollar value is to cover items not precisely determined prior to bidding.
 2. Upon completion of the work associated with each allowance, a change order will be issued to reflect actual amounts due contractor.

1.02 PAYMENT PROCEDURES

- B. Work specified in this section will be paid as described within each allowance listed.

PART 2 – PRODUCTS

2.01 PRODUCTS


- A. Provide products as specified herein and as specified elsewhere in this Project Manual.

PART 3 – EXECUTION

3.01 TELEVISIONING VIDEO CONVERSION

- A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the cost incurred to convert televising videos and reports to be compatible with ITpipes software as further defined in Section 33 01 32 – Sewer Televising and the included Digital Data Delivery document.
- B. Provide copies of invoices and proof of payment to City.
- C. Payment will be based on actual invoiced cost and as follows:
- a. No reimbursement for any late fees incurred.
 - b. No reimbursement for Contractor incurred administrative costs associated with the conversion.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
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PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Quality assurance.
 2. Procedures to measure and report the quality and performance of the Work.
 3. Requirements for Contractor Cooperation
 4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS


- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
 2. Project Number and Title
 3. Inspector or Tester
 4. Date and time of sampling, testing or inspection
 5. Location of inspection or test
 6. Identification of product and applicable Specification Section.
 7. Test Results
 8. Conformance with Contract Documents.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.
- D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

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1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- 1.06 LABORATORY RESPONSIBILITIES
- A. Test samples and perform field tests.
 - B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - C. Ascertain compliance with the requirements of the Contract Documents.
 - D. When requested by Engineer, provide interpretation of test results.
- 1.07 LIMITS ON TESTING LABORATORY AUTHORITY
- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - B. Laboratory may not approve or accept any portion of the Work.
 - C. Laboratory may not assume any duties of Contractor.
 - D. Laboratory has no authority to stop Work.
- 1.08 MANUFACTURER'S CERTIFICATES
- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.
- 1.09 MANUFACTURER'S FIELD SERVICES
- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
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PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL


- A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.
- B. Grade site to drain. Maintain excavations free of water.
- C. Protect site from puddling or running water.

1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 2. Suspend operations of this Contract at the site of discovery.
 - 3. Continue operations in other areas.
 - 4. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS


- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- B. Inlet protection required for all storm sewers with project limits.

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4.04 PROTECTION OF WATERWAYS

- A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.
- C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Alternates	
		Section: 01 71 23	
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PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes Alternates to Work defined in Contract Documents.
- B. All Alternates described in this Section are required to be reflected on the Bid form as submitted by the Bidder.
- C. Do not submit Alternates other than as described in this Section.

1.02 DEFINITIONS

- A. Alternate: An amount proposed by Bidder and stated on Bid form for certain Work defined in Bidding Requirements that may be added to or deducted from Contract Price if Owner decides to accept corresponding change in either amount of construction to be completed, or in materials, equipment, or installation methods described in Contract Documents.
- B. Cost: Net addition or deduction from Contract Price to incorporate Alternate into Work. No other adjustments will be made to Contract Price.

PART 2 – PRODUCTS


2.01 DESCRIPTION OF ALTERNATES

- A. Alternate 1 Items 29 to 44: All times to continue the Work from Station 61+00 to approximately Station 69+25.
- B. Alternate 2, Items 45 to 59: All times to continue the Work from Station 69+25 to Station 82+00. Alternate 2 will not be accepted without also excepting alternate 1.
- C. Alternate 3, Items 60 to 79. All item to complete the Work on North 10th Street – North Avenue to Mayflower.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking		
		Section:	01 71 23		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide such construction staking services as are required for proper completion of the Work including, but not necessarily limited to:
1. Establishing, staking, and maintaining lines and grades for the proposed work in accordance with the contract documents.
 2. Identification of structures and facilities shown on the drawings.
 3. Locations, if any, of facilities needed to refine or revise the design.
- B. CADD files of the Drawings will be provided after contract is awarded. If a conflict exists between the CADD files and the printed, as bid, plan sheets, the plan sheets take precedence over the CADD files.
- C. Benchmarks provided by Engineer or Designer are to establish primary vertical control for Work and are indicated on Drawings.
- D. Monuments or references for primary horizontal control provided by Engineer or Designer and are for construction of Work are indicated on Drawings.

1.02 Payment Procedures


1. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Submit Cut Sheets, Grade Sheet, or similar documents generated through the staking process to Engineer within 24 hours of staking.
- B. Upon request of the Engineer, submit:
1. Qualifications of persons proposed to be engaged for field engineering services.
 2. Documentation and data developed pursuant to the requirements of this section.

1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Protect lot corners and survey monuments throughout Project area. If such corners and monuments are damaged by Contractor, replace by Wisconsin Professional Land Surveyor at Contractor's expense.

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1.05 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities the Contractor or his representative shall:
1. Locate and protect primary control points before starting work on the site.
 2. Preserve permanent reference points and staking during progress of the Work.
 3. Contractor shall replace primary control points lost or destroyed according to the original survey control.
 4. Provide supplemental control points as required to complete the work.
- C. Check accuracy of line and grade by visual inspection, checks between stakes, and periodic checks (with surveying equipment) between primary control monuments and stakes.
- D. Bear sole responsibility for correct transfer of construction lines and grades from Benchmarks and Monuments.
- E. Provide an accurate pipe laser for alignment and grade control of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the laser and shall make periodic checks of the laser to ensure its accuracy. Standby lasers shall be provided, as necessary. If required by Engineer, Contractor shall provide blowers in the pipe line to maintain the accuracy of the laser during operation. The laser shall be of a quality to provide accurate alignment and grade and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.
- F. Provide a transit for the accurate alignment of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the transit. The transit shall be of a quality to provide accurate alignment and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements		
		Section:	01 78 00		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements for Project Closeout and Final Payment including:
1. Submittals,
 2. Inspections Procedures,
 3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

- A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

- A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

- A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS


(NOT USED)

PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

- A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements		
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PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Completed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
Date of Substantial Completion				

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
Date of Final Completion				

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
Date of Final Payment				

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Project Record Documents		
		Section:	01 78 39		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.


PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION


3.01 RECORD DRAWINGS

- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
 3. The Record Drawings will show
 - a. Grade changes, changes in elevations for footings, culverts, manholes etc.
 - b. New or revised LC, PC, PI, and PT.
 - c. Relocated driveway entrances.
 - d. Changes in size, location, and slope of pipes.
 - e. Changes to invert elevations.
 - f. Undercut areas.
 - g. Areas of geotextile fabric or geogrid.
 - h. Omissions, errors and discrepancies discovered during construction.
 - i. Features added, revised, or deleted by contract change orders.
 - j. Corrected or new bench marks. Cross out those that no longer exist.
 - k. Changes to drainage.
 - l. Material type, size, and manufacturer where optional materials are allowed by specifications.
 - m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
 - n. Locations of private utilities, if different from original plans.
 - o. Any other information necessary to document site conditions.
 4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

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		Section:	01 78 39		
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- 5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
- 6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies detour marking, warning signs and devices, temporary traffic signals, temporary pavement markings, guardrails, handrails, temporary fencing, flagpersons, and other equipment and materials required to protect vehicular and pedestrian traffic from construction activities.
- B. Traffic regulations shall comply with chapters and Sections of the referenced documents. References to measurements and payments in the reference documents are superseded by this Section.

1.02 NOTIFICATIONS, ACCESS AND PROJECT REQUIREMENTS

- A. Comply with Section 01 11 00 – Summary of Work
- B. Comply with Section 01 14 00 – Work Restrictions.

1.03 REFERENCE STANDARDS

- A. WisDOT: Wisconsin Department of Transportation
- B. WisDOT Specification: State of Wisconsin, Department of Transportation, “Standard Specifications for Highway and Structure Construction”, latest Edition.
- C. WMUTCD: Wisconsin Manual on Uniform Traffic Control Devices, latest edition.
- D. MUTCD: Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. In Wisconsin, this includes the latest edition of Wisconsin Supplement to Federal MUTCD.
- E. Maintaining Agency: Agency having maintenance jurisdiction over roadway which may include WisDOT, and the City of Sheboygan.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
 - 1. Include in Submittal:
 - a. Traffic control plan and detour, if required.
 - b. Manufacturer’s written instructions, including storage, handling, installation, and starting of product.

1.05 PAYMENT PROCEDURES

- A. Unit Prices:
 - 1. Cost for traffic control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.

PART 2 – PRODUCTS

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
		Bid Number:	2468-22	Page:	2 of 2

2.01 MATERIALS

A. Conform to the following material requirements:

1. WMUTCD
2. MUTCD
3. WisDOT Specifications

2.02 PERSONNEL


A. Flagpersons shall be trained in accordance with State of Wisconsin regulations.

PART 3 – EXECUTION

3.01 GENERAL

A. Perform all work in accordance with WisDOT, WMUTCD and MUTCD requirements and as the shown on the plans.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2468-22	Page:	1 of 3

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide erosion control devices at the locations shown on the drawings and as specified herein.
- B. Maintain the work site as specified herein.
- C. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.
- B. WisDOT PAL: Wisconsin Erosion Control Product Acceptability List (PAL), latest edition.
- C. WDNR: Wisconsin Department of Natural Resources.
- D. Technical Standards: Wisconsin Department of Natural Resources Storm Water Management Technical Standards

1.03 PERMITS

- A. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.04 PAYMENT PROCEDURES

- A. Cost for erosion control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.
- B. Site Maintenance, unless otherwise specified, is incidental to adjacent utility and roadway construction work.


1.05 QUALITY ASSURANCE

- A. Erosion Control products not included in WisDOT PAL are not acceptable.
- B. Submit product data in accordance with Section 01 14 00 – Work Restrictions.

PART 2 – PRODUCTS

2.01 WisDOT PAL


- A. All products shall be as specified in current version of WisDOT PAL and WDNR Technical Standards.

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		Section:	31 25 00		
		Bid Number:	2468-22	Page:	2 of 3

PART 3 – EXECUTION

3.01 EROSION CONTROL REQUIREMENTS

- A. Contractor shall not begin work until after initial erosion and sediment control devices are in place and approved by Engineer.
- B. Comply with notes, if any, including the drawings.
- C. Erosion control permits establish minimum erosion control measures required.
- D. Furnish additional erosion control measures as needed based on the work plan and to adjust to field conditions.
- E. Inspect all manholes and catch basins weekly or when requested by Engineer for materials that may be deposited in them. Remove and dispose of deposited material.
- F. All erosion control measures shall be implemented in accordance with WDNR Technical Standards, available at:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html
- G. Construct temporary tracking at all vehicle entrances/exits to the site. Each pad shall be 25 feet wide and a minimum of 50 feet in length. The pads will be at least 12-inch thick consisting of 3 inches to 6 inches clear washed stone. Install tracking pads prior to any traffic leaving the site. Clean up sediment that leaves the site as soon as practical, no later than the end of the work day. Maintain tracking pad by scraping or top-dressing with additional aggregate.
- H. Install silt fence parallel to the contours located downslope from the construction areas. Remove sediment and properly disposed of when the deposits reach half the height of the fence.
- I. Install inlet protection in all downslope drainage inlets. Remove sediment and properly disposed of and restore to its original dimensions when the sediment has accumulate to half the design depth of the device.
- J. Should dust be generated, it will be controlled by spraying the exposed grade with water. Water shall be applied at rates so that runoff does not occur.
- K. The use, storage and disposal of construction materials such as chemicals, cement, compounds and other construction/building materials used on the site shall be managed to prevent their transport off site. All waste materials shall be properly disposed of in compliance with all Federal, State and Local requirements.
- L. Stabilize the site with topsoil, permanent seed, fertilizer, mulch or erosion mat as detailed on the drawings to establish vegetation as soon as site disturbing activities have been completed. All seeded areas shall be watered for the first six weeks. Watering shall take place whenever more than 7 days of dry weather elapse. Stockpiles that are inactive for more than 14 consecutive days will be stabilized. Areas of exposed soils that will not see any land disturbing activities for a period greater than 30 days will receive temporary stabilization.


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		Section:	31 25 00		
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- M. Excavated trench material shall be placed on the high side of the trench. Immediately following the pipe installation, the trench shall be backfilled, compacted and stabilized at the end of the working day.
- N. Construction site diversion shall be used to intercept, divert and safely convey runoff on the site in order to divert clean water away from disturbed areas or redirect sediment laden waters to an appropriate sediment control device. Sediment shall be removed and properly disposed of once the deposits reach half the height of the diversion structure.

3.02 SITE MAINTENANCE

- A. Maintain the project area and surrounding area by removing waste and rubbish on a daily basis.
- B. Do not flush out concrete trucks or any other equipment onto existing completed public streets, walks, gutters, terraces, or boulevards.
- C. At the completion of the work, remove all hubs, lath, signs, excess excavation and construction materials. Sweep roadway surface to remove surface contaminants and other debris.
- D. Do not drag, push, or scrape material across or along the finished pavement or surface course.
- E. Before requesting acceptance of the work, clean out soil, silt, or debris of drainage installations and structures constructed under the contract. Remove materials in other drainage installations or structures due to contractor's operations.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide base aggregate, concrete pavement, concrete sidewalk, concrete curb and gutter, concrete driveway, pedestrian curb and asphalt pavement at the locations shown on the drawings.
- B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

- A. Unit Prices:
 1. Payment for Base Aggregate is on a per ton or square yard basis furnished as specified in the bid form.
 2. If Base Aggregate is included in an item of work, as identified on the bid form, payment for providing base aggregate is included in the unit price for that item.
 3. Payment for Subgrade Reinforcement is on a square yard basis furnished specified on the bid form.
 4. Payment for Breaker Run is on a per ton or square yard basis furnished and compacted as specified in the bid form.
 5. Payment for Concrete Pavement, Concrete Sidewalk and Concrete Driveway is on square yard basis furnished as specified in the bid form.
 6. Payment for Concrete Curb and Gutter and Pedestrian Curb is on linear foot basis furnished as specified in the bid form.
 7. Payment for Asphalt Pavement is on a per TON basis furnished as specified in the bid form.
 8. Include the cost of work specified in this section in the appropriate Bid Item.
 9. Include cost of joint sealing in the appropriate Bid Items.
 10. Payment for pavement marking is on a per LF basis furnished as specified on the bid form.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.

PART 2 – PRODUCTS

2.01 BASE AGGREGATE MATERIALS

- A. Furnish aggregate from WisDOT approved sources.

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- B. Conform to WisDOT Spec Section 305 for gradation requirements.
 - 1. Place 1.25-inch gradation under all concrete pavement, concrete curb and gutter, asphalt pavement, and driveways.
 - 2. Place 3/4-inch gradation under all sidewalks.

2.02 SUBGRADE REINFORCEMENT

- A. Tensar TraiAx TX140 Geogrid.

2.03 BREAKER RUN

- A. Furnish aggregate from WisDOT approved sources.
- B. Maximum size: 6-inches

2.04 CONCRETE

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Section 501.

2.05 CURB RAMP DETECTABLE WARNING FIELDS

- A. Furnish Neenah Foundry R-4984-24B (Natural Patina)

2.06 JOINT SEALER


- A. Hot-Poured elastic joint sealer conforming to ASTM D3405

2.07 ASPHALTIC MIX, ASPHALTIC MATERIAL AND TACK COAT

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Sections 450, 455 and 460.
- C. Mix Design and thickness as shown drawings.

2.08 PAINT

- A. Furnish paint from WisDOT approved sources.

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2.09 SEED, FERTILIZER AND MULCH

- A. All shall be placed by hydro-seed methods.
- B. Seed Mixture: Conform to WisDOT Standard Specifications Sec. 630.2.1.5.1.1.2, #40. Apply at a rate of 2 lbs/1000 sq. ft.
- C. Mulch: Cellulose fiber mulch applied at the rate of 1500 lbs/acre.
- D. Tackifier: Organic tackifier applied at the rate of 70 lbs/acre.
- E. Fertilizer: Conform to WisDOT Standard Specifications Sec. 629 for Type Fertilizer. Apply at rate of 7lbs/ 1000 sq. ft.
- F. Hydro-seeding application equipment shall incorporate an agitation system that will suspend and homogeneously mix the slurry.

PART 3 – EXECUTION

3.01 SUB BASE PREPARATION


- A. Check subbase for soundness and elevations. Prepare subbase for base course placement by scraping down or filling irregularities. Compact subbase prior to base course placement.
- B. Proof roll the prepared subbase. Make multiple passes to test entire area. Remove and replace areas where displacement in base (yielding, heaving, cracking or other signs of instability), in the opinion of the Engineer, is more than 1 inch under a fully-loaded tandem-axle dump truck. Excavate and backfill displaced areas with new base course material, compact, and retest. Do not begin placement of base course until deficient areas have been corrected.

3.02 BASE AGGREGATE PLACEMENT

- A. Conform to the requirements of WisDOT Spec Section 305 for placement requirements and as modified herein.
- B. Base aggregate shall extend 36-inches outside pavement and curb and gutter, or as specified on the drawings.
- C. Existing base aggregate may be re-used with the written approval of the Engineer.
- D. Maintain drainage during and after placement of base aggregate.

3.03 CONCRETE FORMS

- A. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished concrete. All forms must be inspected and approved by the Engineer or his authorized representative, prior to placement of concrete.

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- B. Forms shall be straight and of sufficient strength to resist the pressure of the concrete without bending, tipping, and other deformation. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.
- C. Forms shall not be removed from freshly placed concrete until it has hardened sufficiently to resist spalling, cracking or any other damage.
- D. Curb Machines may be used to construct curb provided the curb can be constructed to the requirements of the specifications.

3.04 CONCRETE PAVEMENT AND DRIVEWAYS

- A. Construct Concrete Pavement in accordance with WisDOT Spec Section 415 at the location and to the thicknesses the plans show and as modified herein.
- B. Seal all joints in concrete pavement:
 1. Place joint sealer in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.
 2. Joints shall not be sealed until they have been inspected and approved by the Engineer.
 3. Should any spalling of the sawed edges occur that would in the judgment of the Engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.
 4. Application of the joint sealer shall be made when the joint surfaces are clean and dry. Joints shall be cleaned and dried to accept the sealing material in accordance to the manufacturer's recommendations.
 5. All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of $1/16" \pm 1/64"$ below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

3.05 STAMPING COLORED CONCRETE, BUTTERFIELD U15 CORAL BUFF UNIMIX (HERRINGBONE PATTERN)

- A. Construct Stamping Colored Concrete in accordance with WisDOT Spec Section 405 at the location and dimensions as shown on the plan and as modified herein.
 1. Replace standard specification 405.2.1.1(1) with the following:
 - a. (1) Integrally color concrete using non-fading pigments conforming to ASTM C979. For Butterfield U15 Coral Buff Unimix use synthetic pigment as required by the manufacturer at a loading of at least the recommended minimum percent or more by weight of total cementitious material in the mix.
 2. Replace standard specification 4.05020101(3) with the following:
 - a. (3) The City of Sheboygan will accept the color based on comparison to color samples available for viewing at the City office.
 3. Replace the entire contents of standard specification 4.5.2.2 with the following:
 - a. (1) Furnish Butter field U15 Color Buff Unimix full-depth colored concrete conforming to the standard spec 405.2.1.

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- b. (1) Use a herringbone patten for the Butterfield U15 Coral Buff Unimix color. All stamps will be supplied by the City. Damage or loss of the stamps shall be paid by the contractor.
- 4. Replace the entire contents of standard specification 405.3.2 with the following:
 - a. (1) Color concrete full-depth conforming to standard spec 405.3.1.
 - b. (2) The colored and stamped colored concrete shall be poured in one layer. All colored concrete within a single "area" shall be poured in no more than two consecutive work days in that single "area". All textured concrete surfaces under this item shall receive Butterfield RCL Clear Liquid Release. Two applications are required for uniform coverage. The sealer shall be Buttefield Clear Guard.

3.06 CONCRETE SIDEWALK

- A. Construct Concrete Sidewalk in accordance with WisDOT Spec Section 602 at the location and to the dimensions the plans show.
- B. Construct Curb Ramp Detectable Warning Fields in accordance with WisDOT Spec Section 602 at the locations the plans show.

3.07 CONCRETE CURB AND GUTTER AND PEDESTRIAN CURB

- A. Construct Concrete Curb and Gutter and Pedestrian Curb in accordance with WisDOT Spec Section 601 at the location and to the dimensions the plans show and as modified herein.
- B. When constructed adjacent to new or existing concrete pavement, seal all joints in accordance with the Paragraph 3.04.B of this specification section.

3.08 ASPHALT PAVEMENT

- A. Construct Asphalt Pavement in accordance with WisDOT Spec Sections 450, 455 and 460 at the location and to the thicknesses the plans show.


3.09 MILLING

- A. Mill existing roadway in accordance with WisDOT Spec Section 204 at the location and to the depth the plans show.

3.09 PAVEMENT MARKINGS

- A. Contractor to provide pavement markings as delineated in the construction documents in accordance with the Wisconsin Department of Transportation's Standard Specification.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY


- A. The storm and sanitary sewers were televised in the spring of 2021. Videos and reports are available by contacting the City Project Manager, Kevin Jump, by email at kevin.jump@sheboyganwi.gov to request access.
- B. Lining Qualifications:
1. The Contractor shall have a minimum of 2 years experience in the installation of sewer liners and shall have installed a minimum of 1 00,000 liner feet of cured-in-place-pipe.
- C. Measurement and Payment:
1. Materials and installation as described below:
 - a. Mobilization and site preparation.
 - b. Televising of sanitary sewer to determine installed conditions.
 - c. Cleaning of existing sanitary sewers to condition necessary for proper installation of product.
 - d. Determining if existing service connections are active or inactive.
 - e. Placement of lining material within sanitary sewer.
 - f. Flow control, including bypass pumping, if required.
 - g. Reinstatement and reconnection of active service connections.
 - h. Sewer testing and internal inspections of installation.
 - i. Cleanup.
 - j. Other appurtenant and incidental work.
 2. Measurement for Payment:
 - a. Measure sanitary sewer on straight horizontal line along centerline of sewer.
 - b. Do not include distance through manholes in measurement.
 3. Payment:
 - a. Include cost of Work listed herein in appropriate unit price bid per linear foot.

1.02 REFERENCES

- B. American Society for Testing and Materials (ASTM):
1. ASTM 0543 Test Method for Resistance of Plastics to Chemical Reagents
 2. ASTM 0638 Test Method for Tensile Properties of Plastics
 3. ASTM 0790 Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 4. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube

1.03 SUBMITTALS

- C. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
1. Include in Submittal:
 - a. Product Data:
 - 1) Manufacturer's product literature, application and installation requirements for materials used in liner.
 - 2) Manufacturer's product certification for materials used in liner.

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- b. Contractor:
 - 1) List completed projects, including location and contact (minimum 1 00,000 linear feet).
 - 2) Proposed plan for bypassing sewage during liner installation.
- c. Post Lining Submittals:
 - 1) Testing results per section 3.05.0.
 - 2) CCTV video and reports (pre & post lining) per section 3.05.E.
 - 3) See "Requirements for Digital Data Delivery" following this specification section.

PART 2 – PRODUCTS

2.01 CURED IN PLACE LINER

- A. Resin:
 - 1. 1. Polyester resin for general chemical applications:
 - 2. a. Up to 5% by mass thixotropic agent which will not interfere with visual inspection may be added for viscosity control.
 - 3. b. Resins may contain pigments, dyes or colorants which will not interfere with visual inspection of cured liner.
- B. Reinforcing Material:
 - 1. Non- Woven, needle interlocked polyester felt formed into sheets of required thickness.
 - a. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.
 - b. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
 - c. Liners shall have a bonded internal polyurethane membrane, which must be left on the internal surface of liner after curing.
 - d. Minimum thickness of bonded polyurethane membrane and inner liner, if used shall be 0.3 mm, +5%, and shall not affect structural dimension requirements of cured liner.
- C. Felt Content:
 - 1. Content shall ensure cured thickness of liner as specified.
 - 2. Thickness of cured liner to be as specified (+1 0%-4%) and shall not include thickness of polyurethane inner liner.
- D. D. Resin Content:
 - 1. 10 to 15% by volume greater than volume of felt in liner bag.
- E. Cured liner shall conform to minimal structure standards listed:

	Standard	Value
Tensile Strength	ASTM D638	3,000 psi
Flexural Modulus of Elasticity	ASTMD790	250,000 psi
Flexural Strength	ASTM D790	4,500 psi
- F. Liner Pipe Thickness Design Criteria:
 - 1. Minimum depth of cover over sewer will be 10.0 ft.
 - 2. Ground water height will be one-half of soil cover.

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3. Ovality will be 2.0%.
 4. Partially deteriorated pipe.
 5. Unit weight of soil is 120 pcf
 6. Safety factor of 2.
 7. All liners must meet a minimum thickness of 6 mm.
 8. Contractor must submit design data and cured-in-place pipe liner thickness for each run of pipe from manhole to manhole to the Project Engineer.
- G. Fabricate liner to size that when installed will fit internal circumference of pipe. Allowance shall be made for circumferential stretching during insertion.
- H. Meet requirements of ASTM F-1216.

PART 3 – EXECUTION

3.01 EXAMINATION


- A. Examine condition of pipe interior before starting work.
- B. CCTV Examination:
 1. Televis interior of pipe prior to lining and provide video to OWNER.
 2. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
 3. See “Requirements for Digital Data Delivery” following this specification section.

3.02 PREPARATION

- A. Prior to liner installations sufficiently remove protruding taps, mineral deposits, roots and other debris from sewer line to the industry standard of 95% of the pipe diameter.
- B. If offset joints or collapsed pipe sections are present that will prevent insertion of the liner- Notify the Engineer immediately. Repairs for these conditions are not part of the scope of this project and will be completed only after the Engineer issues written authorization.
- C. Sewage Bypassing:
 1. Provide for flow of sewage around sections of pipe to be lined.
 2. Pump or bypass lines shall be of adequate size and capacity to handle flow. b. Coordinate bypassing operations with owner.

3.03 INSTALLATION

- A. Preparation of Liner:
 1. Resin Impregnation:
 - a. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum impregnated prior to installation. Installer shall allow engineer to inspect materials and "wet out" procedure.
 - b. Resin and catalyst system compatible with requirements of this method shall be used. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
 - c. Transport resin impregnated liner to site immediately prior to inversion in suitable
 - d. light-proof container with temperature maintained below 40 degrees Fahrenheit

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B. Insertion of Liner:

1. Insert liner through an existing manhole by means of an inversion process. Lubricant may be used.

C. Curing Liner:

- a. After inversion is complete, apply heat source and recirculation equipment.
- b. Equipment shall be capable of uniformly raising the temperature of the liner above the temperature required to effect cure of resin.
- c. Provide suitable monitors to gauge temperature of incoming and outgoing heating source. Place second gauge between impregnated liner and pipe invert at remote manhole to determine temperatures during cure. Temperature in line during cure period shall be as recommended by resin manufacturer.
- d. Initial cure shall be complete when inspection of exposed portions of liner to be hard and sound and remote temperature sensor indicates that temperature is of magnitude to realize an exotherm.
- e. Cool hardened liner to temperature below 100 degrees F before relieving pressure in the liner.

3.04 CONNECTIONS

A. Service Connections:

1. Locations:
2. Determine service connection locations from television inspection video tapes.
3. Reinstatements:
 - a. Reinstall and reconnect service connections unless service connection is deemed to be inactive.
 - b. Reconnect services without excavation by television camera and cutting device that re-establishes services for minimum of 95% of the flow capacity.
 - c. Sanitary services shall not be out of service for more than 24 hours during lining process.


B. Manholes Connections:

1. Reconstruct benches and channels in manholes with grout to match new invert elevations.
2. At the connection to the manhole, provide a watertight seal between the host pipe and liner pipe

3.05 FIELD QUALITY CONTROL

A. Finished liner:

1. Liner shall be continuous over entire length of insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminations.
2. During curing process, gauge water tightness under positive head.
3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

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- B. Liner Thickness:
1. Cured liner shall be accurately measured and shall not be more than 5% less than thickness specified.
- C. C. Felt and Resin Content of Liner:
1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
 2. Calculate resin to felt ratio by weight.
 3. Ratio shall fall in range 1.0:1 to 1.15:1.
- D. Testing:
1. Flexural Strength and Modulus of Elasticity:
 - a. Testing shall be completed by a 3rd party in accordance with ASTM D790 .
 - b. Specimens tested shall be actual thickness of fabricated liner.
 - c. Do not machine specimen on surface.
 - d. Make test with smooth (inner) face in compression using 5 specimens.
- E. CCTV Examination:
1. Televis interior of pipe after completion of Work and provide video to OWNER.
 2. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
 3. See "Requirements for Digital Data Delivery" following this specification section.

3.06 CLEANING AND RESTORATION

- A. At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.

END OF SECTION

- 1) The City of Sheboygan uses ITpipes as the repository for their CCTV inspection data. The final format for delivery to the City of Sheboygan is in a file format that can be directly imported into ITpipes without manipulation of any kind by the City of Sheboygan.
- 2) The City of Sheboygan uses NASSCO's Pipeline Assessment and Certification Program (PACP) Coding format.
- 3) Inspections submitted with incorrect or missing data will be returned to the Service Provider for corrections at no additional cost to the City of Sheboygan.
- 4) Submit all sewer reports and videos to the Project Manager in the data format used by the Service Provider for review prior to converting to ITpipes format.
- 5) Each submittal to the project manager shall include the ITpipes software database file and videos in the approved structure and format. The Service Provider shall make all adjustments necessary to adhere to the required format specified herein.
- 6) For more information regarding data conversion to ITpipes format contact:
 - a. e-mail: info@itpipes.com
 - b. Phone: 1-877-487-4737
 - c. Web: www.itpipes.com
 - d. Ross Brown at ross@itpipes.com
 - e. Ross Brown at (262) 347-7582

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PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Precast concrete manholes, catch basins, and inlets.
2. Castings and other components.
3. Adjusting concrete manholes, catch basins, and inlets.

1.02 DEFINITIONS

- A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.
- B. ASTM: American Society for Testing and Materials

1.03 PAYMENT PROCEDURES:


A. Unit Prices:

1. Payment for Manholes, Inlets, and Catch Basins are on a per unit EACH basis furnished as specified in the bid form.
2. Payment for adjusting Manholes, Inlets, and Catch Basins installed under the contract is incidental to the cost of the Manholes, Inlets, and Catch Basins.
3. Payment for Adjusting Manholes, Inlets, and Catch Basins not installed as part of this contract is on a per EACH basis as specified in the bid form.
4. Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins installed under the contract are incidental to the cost of the Manholes, Inlets, and Catch Basins.
5. Payment for Frames, Lids, and Covers for Manholes, Inlets, and Catch to be replaced under this contract is included in the cost of adjusting Manholes, Inlets, and Catch Basins.
6. Payment for Chimney Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
7. Payment for External Joint Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
8. Payment for Inlet Repair is on an Each Basis as specified on the bid form.
9. Include the cost of work specified in this section in the appropriate Bid Item.

1.04 SUBMITTALS

A. Product data:

1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
 2. Manufacturers recommended installation procedures.
 3. Provide certification reports attesting that materials supplied meet referenced specifications.
- B. Shop drawings for precast structures showing elevations and dimensions. Submit in accordance with Section 01 14 00 – WORK RESTRICTIONS.

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1.05 HANDLING AND DELIVERY OF MATERIALS

- A. Inspect materials during unloading process and notify Engineer of cracked, flawed or otherwise defective material,

1.06 MAINTAINING SEWER SYSTEM

- A. Maintain flow in sanitary sewers on continuous basis while construction is underway.
- B. Plug sewers with inflatable plug. Provide pumps, portable generators, hoses, and related items appurtenant to the Work.
- C. Sewer service lines to individual users may be disconnected for a period not to exceed 4 hours.
- D. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with casting or suitable alternative device.
- E. Mark structures susceptible to being hit by construction or vehicular traffic


1.07 QUALITY ASSURANCE

- A. Individual pre-cast manhole sections may be rejected because of any of the following reasons:
 1. Fractures or cracks passing through shell, except for single end crack not exceeding depth of joint.
 2. Defects indicating imperfect proportioning, mixing, and molding.
 3. Surface defects indicating honeycombed or open texture.
 4. Internal diameter of section varying more than 1% from nominal diameter.
 5. Any continuous crack having surface width of 0.01 in. or more and extending for length of 12 in or more, regardless of position.

PART 2 - PRODUCTS

2.01 SANITARY SEWER PRECAST CONCRETE MANHOLES

- A. Precast Sections:
 1. Conform to ASTM C478.
 2. Dimensions: As indicated on Drawings.
 3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. Pre-cast invert.
 - d. Outside Drop: Manhole bottom section to be pre-cast as monolithic base containing lower elbow for drop.
 4. No "see through" lift holes.
 5. No Manhole Steps.
 6. Cone: Eccentric.
 7. Adjustment: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
 8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
 9. Pipe to Manhole Connection:
 - a. Rubber boot with stainless steel band.
 - b. Watertight.

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10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.02 STORM SEWER PRECAST CONCRETE MANHOLES


A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. No Pre-cast invert.
4. No "see through" lift holes.
5. No Manhole Steps.
6. Cone: Eccentric or flat-top.
7. Adjustment:
 - a. Eccentric Cone: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
 - b. Flat-top: Total height of adjustment shall be a minimum of eight (8) inches and a maximum of twelve (12) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.03 STORM SEWER PRECAST INLETS

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. No Pre-cast invert.
 - c. Sump, as identified in Drawings.
4. No "see through" lift holes.
5. Adjustment:
 - a. Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
6. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
7. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
8. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

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2.04 FRAMES AND COVERS

- A. Grey Iron meeting ASTM A48, Class 35B
- B. Manhole Castings – Sanitary:
 - 1. Neenah Foundry Frame: R-1550
 - 2. Neenah Foundry Lid: Type “B” solid lid with self-sealing gaskets and concealed pick holes.
- C. Manhole Castings – Storm:
 - 1. Neenah Foundry Frame: R-1550-A
 - 2. Neenah Foundry Lid: R-1050, vented lid.
- D. Curb Inlet Castings:
 - 1. Neenah Foundry Frame: R-3067
 - 2. Neenah Foundry Curb Box: R-3067-7004 with the words “Dump No Waste Drains to Lake”
 - 3. Neenah Foundry Grate: Type L
- E. Curb Inlet Casting with Driveway Plate:
 - 1. Neenah Foundry Frame: R-3067 with Curb Plate
 - 2. Neenah Foundry Grate: Type L
- F. Off-Road Inlet Manhole Castings:
 - 1. Neenah Foundry Frame: R-1550-A
 - 2. Neenah Foundry Lid: R-2050.

2.05 ADJUSTING RINGS


- A. Concrete Adjusting Rings:
 - 1. Precast concrete with steel reinforcements, meeting ASTM G-478
- B. Expanded Polypropylene (EPP) Rings:
 - 1. Cretex Specialty Products – Pro-Ring.
 - a. Grade, Finish, and Angle Rings permitted.
 - b. M-1 Structural Adhesive/Sealant.

2.06 CEMENTITIOUS NON-SHRINK GROUT

- A. Premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

2.07 INTERNAL CHIMNEY SEAL

- A. Internal Chimney seal as manufactured by Cretex Specialty Products, or approved equal.

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2.08 CAST IN PLACE BENCH

- A. Pour Cast-in-Place bench with Grade A Concrete.

2.09 EXTERNAL JOINT SEAL

- A. Flexible rubberized seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.
- B. Minimum Width: 9-inches
- C. Approved Products:
 1. Mac Wrap, Mar Mac Manufacturing, Company Inc.
 2. NPC External Joint Seal, NPC, Inc.
 3. EZ-Wrap, Press-Seal Gasket Corporation
 4. Riser—Wrap, Pipeline Seal and Insulator
 5. Infi-Shield Gator Wrap, Sealing Systems, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION


- A. Trench, backfill, and compact for work of this Section shall be in accordance with pertinent provisions of Section 31 23 33 – TRENCH EXCAVATION AND BACKFILL.

3.02 MANHOLE INSTALLATION

- A. Furnish and install structures in accordance with the Drawings.
- B. Place precast manhole base on compacted granular subgrade of least 6-inches in depth.
- C. Maximum allowable deviation from staked grade:
 1. Alignment: 0.30 feet.
 2. Elevation: 0.03 feet.
- D. Place mortar in lift holes

3.03 STORM SEWER MANHOLE BENCH

- A. Shape invert channels to be smooth and semicircular, conforming to inside of adjacent sewer sections.
- B. Make changes in direction of flow with a smooth curve of as large a radius as size of manhole will permit.
- C. Make changes in size and grade of channels smoothly and evenly.
- D. Form invert channels directly manhole base, with concrete. On manholes with straight through pipe invert may be formed by laying full section sewer pipe through manhole and cleanly breaking out top half after surrounding concrete has hardened.

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- E. Smooth floor of manhole outside channels, and slope toward channels at not less than 1 inch per foot or more than 2 inches per foot.

3.04 SETTING CASTINGS –

A. New Structures

1. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
2. Adjust castings to grade using concrete and EPP rings:
 - a. Only a single concrete ring will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.

B. Precast or Block Existing Structures (18-Inches Or Less Of Adjustment)

1. Adjustments of 6-inches or less be in accordance with paragraph 3.04.
2. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
3. Adjust castings to grade using concrete and EPP rings:
 - a. A maximum of 3 concrete rings will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.

C. Precast or Block Existing Structures (Greater Than 18-Inches Of Adjustment)

1. Remove and replace concrete barrel, cone sections, flat tops or block following details shown on the plans.
2. Set castings in accordance with paragraph 3.04.

D. Brick Manholes


1. Remove exiting bricks to the depth identified in the plan.
2. Follow details on plans to reconstruction with block or pre-cast sections.
3. Adjust casting to grade in accordance with paragraph 3.04

3.05 CONCRETE RINGS:

- A. Secure adjustment rings with mortar, engineer-approved mastic, or other material approved by the Engineer.

3.06 EPP RINGS

- A. Installation and surface preparation shall be in accordance with the manufacturer's instructions as modified below.
1. Installation and surface preparation shall be in accordance with the manufacturer's instructions.
 2. The joint between the first grade ring and top of the manhole, catch basin, or structure shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b.
 3. If the top of the manhole, catch basin or pre-cast structure is not level or is irregular, then a cementitious non-shrink grout meeting the requirements of Section 2.06 shall be

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used. A bed of grout shall be placed on the top surface of the pre-cast structure and then the first grade ring shall be embedded and leveled into the bed of material.

4. The remaining joints between all manhole adjustment rings and the frame and cover or grate shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b
5. No other materials shall be used in the construction of the grade adjustment area beyond those specified above. Prohibited materials include, but are not limited to wood or wood shims of any kind, concrete, brick, block, stones.

3.07 INTERNAL CHIMNEY SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.08 EXTERNAL JOINT SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.09 MANHOLE OVER EXISTING PIPE

- A. Construct new manhole as specified, breaking upper half of existing pipe after base of manhole is completed so as not to obstruct flow of existing pipe.

3.10 INLET REPAIR

- A. All joints in the chimney and cone shall be pointed up with mortar on the interior of the manhole as necessary to make a smooth uniform surface.

3.11 TESTING AND INSPECTING

- A. Do not allow or cause any of Work of this Section to be covered up or enclosed until after it has been inspected.
- B. Precast reinforced concrete manholes, inlets, catch basins, risers and tops shall be subject to rejection for failure to conform to any specification requirements.
- C. Cleaning:
 1. Clean structures prior to final inspection for acceptance.

END OF SECTION

2468-22 - Calumet Drive Pavement Repair (Saemann Avenue to Main Avenue) (#8122269)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 02/23/2022 01:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Vinton Construction Company		LaLonde Contractors, Inc.		Michels Road & Stone, Inc. - Paving	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5
Public Works											
	1	Base Bid	Mobilization	LS	1	\$23,000.00	\$23,000.00	\$16,091.27	\$16,091.27	\$34,394.00	\$34,394.00
	2	Base Bid	Traffic Control (Excluding PCMS Boards)	LS	1	\$16,600.00	\$16,600.00	\$16,600.00	\$16,600.00	\$16,600.00	\$16,600.00
	3	Base Bid	PCMS Boards	Days	40	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00
	4	Base Bid	Detour Signing	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	5	Base Bid	Removing Pavement	SY	3000	\$0.01	\$30.00	\$10.00	\$30,000.00	\$9.00	\$27,000.00
	6	Base Bid	Removing Concrete Sidewalk (Undistributed)	SY	28	\$10.00	\$280.00	\$24.00	\$672.00	\$23.00	\$644.00
	7	Base Bid	Adjusting Manholes	Each	20	\$400.00	\$8,000.00	\$440.00	\$8,800.00	\$800.00	\$16,000.00
	8	Base Bid	Adjusting Inlets	Each	8	\$400.00	\$3,200.00	\$465.00	\$3,720.00	\$400.00	\$3,200.00
	9	Base Bid	Inlet Castings	Each	8	\$695.00	\$5,560.00	\$650.00	\$5,200.00	\$630.00	\$5,040.00
	10	Base Bid	Manhole Frame and Lid	Each	20	\$483.00	\$9,660.00	\$600.00	\$12,000.00	\$100.00	\$2,000.00
	11	Base Bid	Concrete Sidewalk 4-Inch (Undistributed)	SF	250	\$8.50	\$2,125.00	\$7.85	\$1,962.50	\$7.10	\$1,775.00
	12	Base Bid	Concrete Pavement 9-Inch	SY	2500	\$75.17	\$187,925.00	\$61.00	\$152,500.00	\$57.41	\$143,525.00
	13	Base Bid	HES Concrete Pavement 9-Inch	SY	100	\$78.17	\$7,817.00	\$67.00	\$6,700.00	\$65.99	\$6,599.00
	14	Base Bid	Concrete Curb and Gutter 30-inch Integral	LF	700	\$21.77	\$15,239.00	\$23.00	\$16,100.00	\$18.05	\$12,635.00
	15	Base Bid	Inlet Repairs	Each	9	\$300.00	\$2,700.00	\$825.00	\$7,425.00	\$575.00	\$5,175.00
	16	Base Bid	Dowel Bars	Each	1600	\$14.00	\$22,400.00	\$16.40	\$26,240.00	\$14.15	\$22,640.00
	17	Base Bid	Pavement Ties	Each	800	\$0.01	\$8.00	\$11.00	\$8,800.00	\$10.25	\$8,200.00
	18	Base Bid	Sawing Concrete Pavement	LF	3800	\$2.50	\$9,500.00	\$2.25	\$8,550.00	\$2.25	\$8,550.00
	19	Base Bid	Sanitary Sewer Lining 10-Inch	LF	327	\$72.45	\$23,691.15	\$72.45	\$23,691.15	\$76.07	\$24,874.89
	20	Base Bid	Storm Sewer Lining 8-Inch	LF	14	\$304.50	\$4,263.00	\$304.50	\$4,263.00	\$319.73	\$4,476.22
	21	Base Bid	Storm Sewer Lining 10-Inch	LF	105	\$58.80	\$6,174.00	\$58.80	\$6,174.00	\$61.74	\$6,482.70
	22	Base Bid	Storm Sewer Lining 12-Inch	LF	521	\$126.00	\$65,646.00	\$126.00	\$65,646.00	\$132.30	\$68,928.30
	23	Base Bid	Storm Sewer Lining 15-Inch	LF	141	\$131.25	\$18,506.25	\$131.25	\$18,506.25	\$137.81	\$19,431.21
	24	Base Bid	Storm Sewer Lining 18-Inch	LF	40	\$236.25	\$9,450.00	\$236.25	\$9,450.00	\$248.06	\$9,922.40
	25	Base Bid	Storm Sewer Lining 21-Inch	LF	370	\$115.50	\$42,735.00	\$115.50	\$42,735.00	\$121.28	\$44,873.60
	26	Base Bid	Inlet Protection	Each	24	\$65.00	\$1,560.00	\$76.50	\$1,836.00	\$65.00	\$1,560.00
	27	Base Bid	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
							\$500,569.40		\$508,162.17		\$509,026.32
Alt 1											
	28	Alt 1	Removing Pavement	SY	1000	\$0.01	\$10.00	\$10.00	\$10,000.00	\$9.00	\$9,000.00
	29	Alt 1	Adjusting Manholes	Each	11	\$400.00	\$4,400.00	\$440.00	\$4,840.00	\$800.00	\$8,800.00
	30	Alt 1	Adjusting Inlets	Each	3	\$400.00	\$1,200.00	\$465.00	\$1,395.00	\$400.00	\$1,200.00
	31	Alt 1	Inlet Castings	Each	3	\$695.00	\$2,085.00	\$650.00	\$1,950.00	\$630.00	\$1,890.00
	32	Alt 1	Manhole Frame and Lid	Each	11	\$483.00	\$5,313.00	\$600.00	\$6,600.00	\$100.00	\$1,100.00
	33	Alt 1	Concrete Pavement 9-Inch	SY	800	\$82.67	\$66,136.00	\$62.00	\$49,600.00	\$57.41	\$45,928.00
	34	Alt 1	HES Concrete Pavement 9-Inch	SY	5	\$85.67	\$428.35	\$135.00	\$675.00	\$65.99	\$329.95
	35	Alt 1	Concrete Curb and Gutter 30-inch Integral	LF	225	\$24.77	\$5,573.25	\$23.00	\$5,175.00	\$18.05	\$4,061.25
	36	Alt 1	Inlet Repairs	Each	6	\$300.00	\$1,800.00	\$825.00	\$4,950.00	\$575.00	\$3,450.00
	37	Alt 1	Dowel Bars	Each	400	\$14.00	\$5,600.00	\$16.40	\$6,560.00	\$14.15	\$5,660.00
	38	Alt 1	Pavement Ties	Each	325	\$0.01	\$3.25	\$11.00	\$3,575.00	\$10.25	\$3,331.25
	39	Alt 1	Sawing Concrete Pavement	LF	1100	\$2.50	\$2,750.00	\$2.25	\$2,475.00	\$2.25	\$2,475.00
	40	Alt 1	Sanitary Sewer Lining 8-Inch	LF	120	\$65.10	\$7,812.00	\$65.10	\$7,812.00	\$68.36	\$8,203.20
	41	Alt 1	10-Inch PVC Sanitary Sewer	LF	10	\$575.00	\$5,750.00	\$1,500.00	\$15,000.00	\$1,350.00	\$13,500.00
	42	Alt 1	Storm Sewer Lining 12-Inch	LF	300	\$92.40	\$27,720.00	\$92.40	\$27,720.00	\$97.02	\$29,106.00
	43	Alt 1	Inlet Protection	Each	12	\$70.00	\$840.00	\$76.50	\$918.00	\$65.00	\$780.00
							\$137,420.85		\$149,245.00		\$138,814.65

Alt 2										
44	Alt 2	Removing Pavement	SY	1600	\$0.01	\$16.00	\$10.00	\$16,000.00	\$18.50	\$29,600.00
45	Alt 2	Adjusting Manholes	Each	12	\$400.00	\$4,800.00	\$440.00	\$5,280.00	\$800.00	\$9,600.00
46	Alt 2	Adjusting Inlets	Each	4	\$400.00	\$1,600.00	\$465.00	\$1,860.00	\$400.00	\$1,600.00
47	Alt 2	Inlet Castings	Each	4	\$695.00	\$2,780.00	\$650.00	\$2,600.00	\$630.00	\$2,520.00
48	Alt 2	Manhole Frame and Lid	Each	12	\$483.00	\$5,796.00	\$600.00	\$7,200.00	\$100.00	\$1,200.00
49	Alt 2	Concrete Pavement 9-Inch	SY	1500	\$78.17	\$117,255.00	\$61.00	\$91,500.00	\$57.41	\$86,115.00
50	Alt 2	HES Concrete Pavement 9-Inch	SY	5	\$81.17	\$405.85	\$135.00	\$675.00	\$65.99	\$329.95
51	Alt 2	Concrete Curb and Gutter 30-inch Integral	LF	450	\$27.77	\$12,496.50	\$23.00	\$10,350.00	\$18.05	\$8,122.50
52	Alt 2	Inlet Repairs	Each	9	\$300.00	\$2,700.00	\$825.00	\$7,425.00	\$575.00	\$5,175.00
53	Alt 2	Dowel Bars	Each	1025	\$14.00	\$14,350.00	\$16.40	\$16,810.00	\$14.15	\$14,503.75
54	Alt 2	Pavement Ties	Each	425	\$0.01	\$4.25	\$11.00	\$4,675.00	\$10.25	\$4,356.25
55	Alt 2	Sawing Concrete Pavement	LF	2000	\$2.50	\$5,000.00	\$2.25	\$4,500.00	\$2.25	\$4,500.00
56	Alt 2	Storm Sewer Lining 12-Inch	LF	147	\$105.00	\$15,435.00	\$105.00	\$15,435.00	\$110.25	\$16,206.75
57	Alt 2	Storm Sewer Lining 18-Inch	LF	174	\$149.10	\$25,943.40	\$149.10	\$25,943.40	\$156.56	\$27,241.44
58	Alt 2	Inlet Protection	Each	14	\$70.00	\$980.00	\$76.50	\$1,071.00	\$65.00	\$910.00
						\$209,562.00		\$211,324.40		\$211,980.64

Alt 3										
59	Alt 3	Removing Pavement	SY	510	\$12.00	\$6,120.00	\$10.00	\$5,100.00	\$9.00	\$4,590.00
60	Alt 3	Removing Concrete Sidewalk	SY	80	\$10.00	\$800.00	\$11.80	\$944.00	\$23.00	\$1,840.00
61	Alt 3	Reconstructing Manholes	Each	1	\$1,175.00	\$1,175.00	\$690.00	\$690.00	\$2,000.00	\$2,000.00
62	Alt 3	Removing Inlets	Each	1	\$415.00	\$415.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
63	Alt 3	Abandoning Storm Sewer 12-Inch	LF	70	\$16.00	\$1,120.00	\$50.00	\$3,500.00	\$22.00	\$1,540.00
64	Alt 3	Adjusting Manholes	Each	1	\$400.00	\$400.00	\$440.00	\$440.00	\$800.00	\$800.00
65	Alt 3	Adjusting Inlets	Each	1	\$400.00	\$400.00	\$465.00	\$465.00	\$400.00	\$400.00
66	Alt 3	Inlet Castings	Each	1	\$695.00	\$695.00	\$650.00	\$650.00	\$630.00	\$630.00
67	Alt 3	Manhole Frame and Grate	Each	2	\$483.00	\$966.00	\$600.00	\$1,200.00	\$100.00	\$200.00
68	Alt 3	Concrete Sidewalk 4-Inch	SF	750	\$6.50	\$4,875.00	\$9.00	\$6,750.00	\$8.50	\$6,375.00
69	Alt 3	Concrete Pavement 7-Inch	SY	435	\$63.17	\$27,478.95	\$55.00	\$23,925.00	\$56.95	\$24,773.25
70	Alt 3	Detectable Warning Fields	SF	48	\$30.00	\$1,440.00	\$35.00	\$1,680.00	\$55.00	\$2,640.00
71	Alt 3	Concrete Curb and Gutter 30-inch Exposed Pan	LF	305	\$33.26	\$10,144.30	\$37.50	\$11,437.50	\$20.00	\$6,100.00
72	Alt 3	Pedestrian Curb	LF	35	\$30.00	\$1,050.00	\$48.50	\$1,697.50	\$25.00	\$875.00
73	Alt 3	Dowel Bars	Each	200	\$14.00	\$2,800.00	\$16.40	\$3,280.00	\$14.15	\$2,830.00
74	Alt 3	Pavement Ties	Each	80	\$0.01	\$0.80	\$11.00	\$880.00	\$10.25	\$820.00
75	Alt 3	Sawing Concrete Pavement	LF	470	\$2.50	\$1,175.00	\$2.25	\$1,057.50	\$2.25	\$1,057.50
76	Alt 3	Sanitary Sewer Lining 8-Inch	LF	851	\$44.10	\$37,529.10	\$44.10	\$37,529.10	\$46.31	\$39,409.81
77	Alt 3	Storm Sewer Lining 12-Inch	LF	412	\$48.30	\$19,899.60	\$48.30	\$19,899.60	\$50.72	\$20,896.64
78	Alt 3	Inlet Protection	Each	4	\$80.00	\$320.00	\$76.50	\$306.00	\$65.00	\$260.00
						\$118,803.75		\$122,931.20		\$118,537.20

	Base	\$500,569.40	\$508,162.17	\$509,026.32
	Base + Alt 1	\$637,990.25	\$657,407.17	\$647,840.97
	Base + Alt 1 + Alt 2	\$847,552.25	\$868,731.57	\$859,821.61
Sanitary	Base	\$23,691.15	\$23,691.15	\$24,874.89
	Base + Alt 1	\$37,253.15	\$46,503.15	\$46,578.09
	Base + Alt 1 + Alt 2	\$37,253.15	\$46,503.15	\$46,578.09
Roadway (minus sanitary)	Base	\$476,878.25	\$484,471.02	\$484,151.43
	Base + Alt 1	\$600,737.10	\$610,904.02	\$601,262.88
	Base + Alt 1 + Alt 2	\$810,299.10	\$822,228.42	\$813,243.52
	Base Bid + Alt 3	\$619,373.15	\$631,093.37	\$627,563.52
Roadway (minus sanitary)	Base Bid + Alt 3	\$581,844.05	\$593,564.27	\$588,153.71

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 10, 2022

MEETING DATE: March 15, 2022

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 60138300-521900
Budget Summary: Wastewater
Contracted Services
Budget Expenditure: \$51,000.00
Budgeted Revenue: N/A

Wisconsin Statues: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: In 2020, the Department of Public Works hired Foth Infrastructure and Environment, LLC to analyze the existing 1936 sanitary interceptor sewer located along the south side Lake Michigan shoreline. The analysis has been completed and all needed repairs have been identified. The next step in the design process is to acquire all necessary easements from adjacent property owners so the needed work/repairs can be completed.

STAFF COMMENTS: The Department of Public Works has worked with Moss & Associates on several projects which required the acquisition of easements to complete the projects. Based on the consultant’s qualifications and experience with City staff Moss & Associates LLC is the most qualified for this next design phase.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 167-21-22 authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project.

ATTACHMENTS:

- I. Res. No. 167-21-22
- II. Agreement for services

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 167 - 21 - 22. By Alderpersons Dekker and Perrella.
March 15, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into the attached contract with Moss and Associates in the amount of \$51,000.00, plus additional costs at \$150.00 per hour for court preparation time and court time.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 60138300-521900 for the contract with Moss & Associates LLC.

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CONTRACT FOR SERVICES
BETWEEN
CITY OF SHEBOYGAN
AND MOSS & ASSOCIATES LLC

Moss & Associates LLC will provide project management, negotiation and relocation services, through acquisition and or condemnation.

Negotiation Services

- Moss & Associates LLC will provide all aspects of property acquisition:
Offer Price letter, copy of appraisals and description of taking and obtain purchase agreement if desirable.
- Negotiation files complete with Title Search, copy of appraisal, negotiation diary, mortgage releases, lien releases, tax proration, closing statement, copies of Conveyances and statements to construction engineer.
- Obtain mortgage and lien releases when necessary.
- Submit necessary deeds and releases to the register of deeds for recording.
- Provide necessary documentation to the designated City of Sheboygan when an administrative settlement is recommended by the negotiator to preclude condemnation.
- Voucher all payment requests to City of Sheboygan for payment of the acquisition.
- Provide all necessary forms to proceed with condemnation if necessary, i.e. Jurisdictional Offer and Award of Damages.

Project Management Services

- Moss & Associates LLC will conduct all activities within the guidelines of Wis. Stats. Chapter 32 and Wis. Administrative Code Chapter 202, and the WisDOT Manual for Right of Way Acquisition
- Invoice City of Sheboygan monthly for work processed.
- Process offering price reports to the Town for approval.
- Audit, approve and voucher payments for completed appraisal fees.
- Review and voucher invoices for property owner appraisals as provided in Wis. Stats. 32.05(2)(b).
- Provide periodic status reports
- Provide pre-trial consultation regarding condemnation proceedings
- Attend any meeting or conference required by the City of Sheboygan
- Provide consultation as necessary

City of Sheboygan will provide:

- Any information necessary from the City Assessor for the appraiser or negotiator to perform their functions.
- Any necessary R/W plats, construction plans, profiles and cross sections as required.
- All engineering survey services and descriptions for property acquisition.
- Arrange and conduct all asbestos contamination inspections, remediation and property demolition.
- Pay for any Title Searches or updates to Title Searches.
- Pay for all approved purchases of right of way.
- Pay for all recording fees.
- Pay for approved appraisal fees.

Moss & Associates LLC will provide the services as outlined above, provided in the attached Proposal for Services.

MOSS & ASSOCIATES LLC

CITY OF SHEBOYGAN

Randy Moss, Owner Date

City of Sheboygan Date

Moss & Associates LLC
Southside Sewer Interceptor Project
City of Sheboygan

Acquisition of 16 parcels	\$12,000
Project Management (Documents, mailings conferences)	\$1,500
R/W Certification	\$1,500
Appraisals (16 potential) @\$2,250/appraisal	<u>\$36,000</u>
Total	\$51,000

The City of Sheboygan agrees to make all payments to owners, provide title searches, pay for recording fees, provide documents, legal descriptions.

There is one appraisal that will be more expensive, however the total of all appraisals will average \$2,250.

Court prep time \$150 per hour if necessary.

Court time \$150 per hour if necessary.



CITY OF SHEBOYGAN
PUBLIC WORKS



ANNUAL REPORT 2021



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MESSAGE FROM THE DIRECTOR

On behalf of the Department of Public Works, I am proud to present the 2021 Annual Report and highlight the incredible accomplishments the employees of DPW were able to complete under the uncertain conditions surrounding the COVID-19 Pandemic.



The year 2021 was successful due to the perseverance and commitment of the employees of DPW to our community and our mission of improving the quality of life for our residents. Even with the unpredictable events, the employees were able to exceed expectations in many areas.

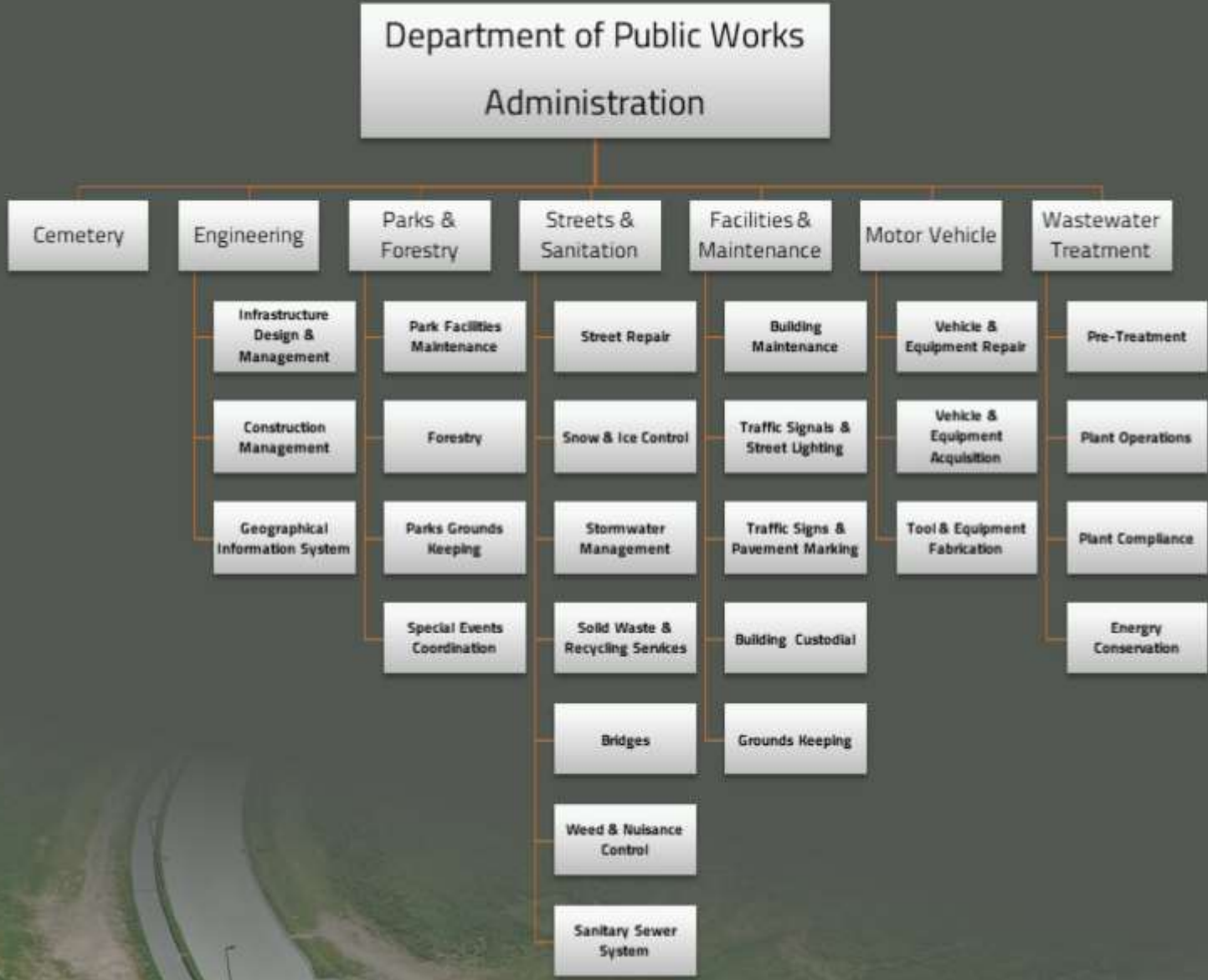
The year 2021 presented extraordinary challenges but also opportunities for the department to demonstrate the essential services provided daily to keep the City of Sheboygan clean and healthy. I would like to personally thank and congratulate the employees of the Department of Public Works for their incredible efforts and teamwork. Their service to the community is essential and needs to be celebrated with other public safety departments. Without the employees of public works and their efforts, daily life and its pleasures would be difficult at best. This report

is one small step in recognizing the employees and importance of public works and its impact on our community. More often than not, the employees of the Department of Public Works are not considered first responders or essential workers. The continuing pandemic associated with COVID-19 further demonstrates the importance of Public Works and its employees in the daily lives of the residents of Sheboygan. Please take the time to review this report and feel free to ask questions. I hope you find this year's annual

report to be informative and interesting. The department is the largest, most complex and diverse in providing services to residents and businesses. The seven divisions that comprise DPW are a diverse mixture of skilled labor and technical professionals working together to advance the mission and vision of the City of Sheboygan. This report highlights their accomplishments in making Sheboygan better. **It is a pleasure to serve the Department of Public Works and the City of Sheboygan.**

D e d i c a t i o n
RESPECT ENTHUSIASM
Professionalism
INTEGRITY

David H. Biebel
Director of Public Works



MISSION

Improve the quality of life by effectively developing, maintaining, and improving the infrastructure, natural resources and community services.

VISION

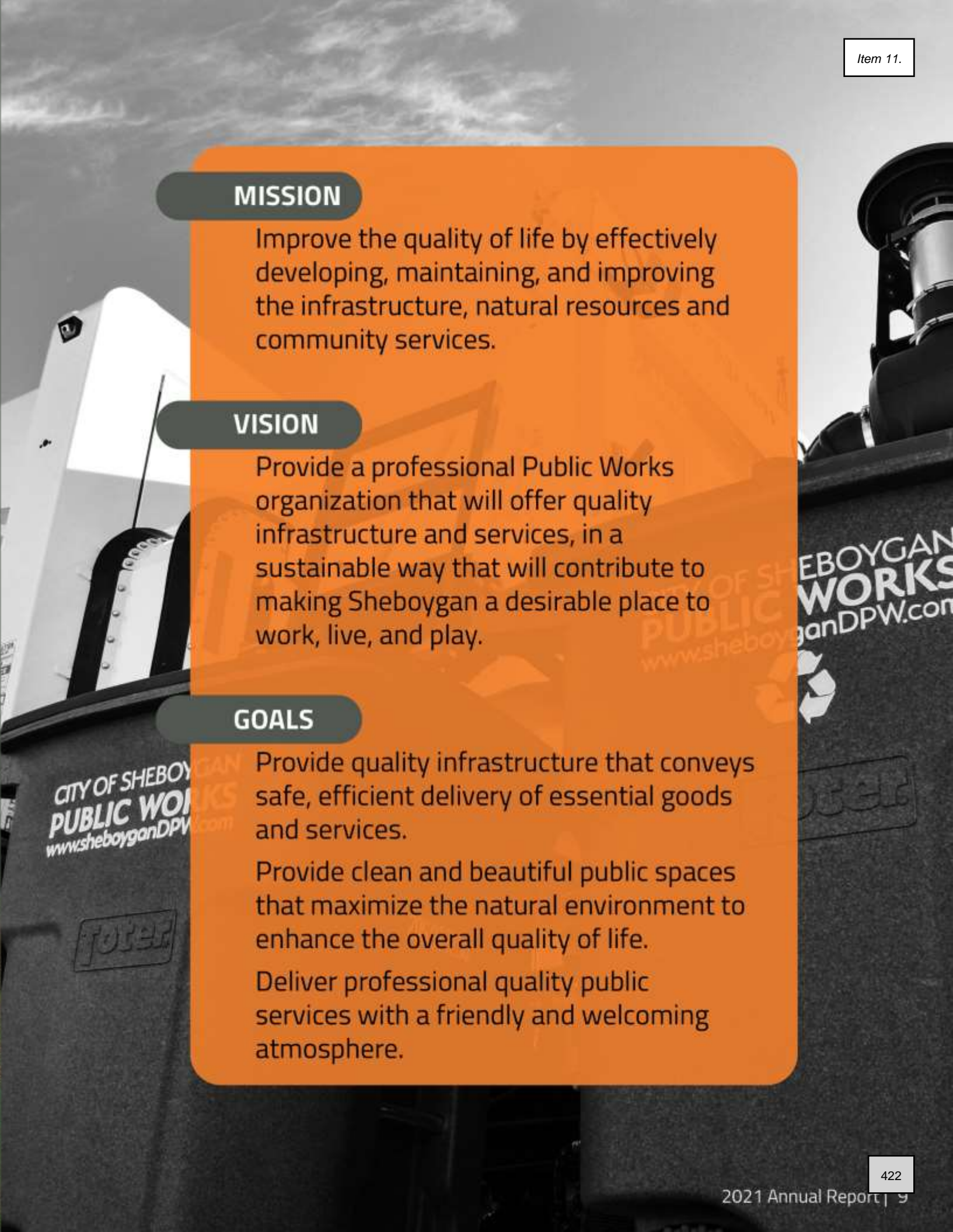
Provide a professional Public Works organization that will offer quality infrastructure and services, in a sustainable way that will contribute to making Sheboygan a desirable place to work, live, and play.

GOALS

Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services.

Provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life.

Deliver professional quality public services with a friendly and welcoming atmosphere.



Core Functions

The Department of Public Works seeks to provide quality infrastructure that conveys safe, efficient delivery of essential goods and services, provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life, and deliver professional quality public service with a friendly and welcoming atmosphere.

To meet each aspect of the goal, the Department has several objectives.



01 To provide quality infrastructure that conveys safe, efficient delivery of essential goods and services:

- Construct, repair, and maintain City streets, sewers, and other critical infrastructure to ensure public safety
- Maximize agency relationships with other entities to coordinate expansion, maintenance, and reconstruction of infrastructure in an equitable manner
- Develop public right of ways with designs that encourage accessibility and efficient movements
- Meet with key stakeholders early in the planning stage to gain understanding and informed consent
- Provide complete streets and use best practices to create clean and beautiful public spaces
- Continue to maintain environmental compliance below regulatory requirements
- Continue to operate the wastewater/storm water collection and treatment system in a fiscally sound manner for the benefit of our customers
- Evaluate all infrastructure for areas of insufficiency and develop an action plan to correct areas of concern
- Develop a five-year capital improvements program identifying and prioritizing the major infrastructure projects needed to meet the community's needs

02 To provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life:

- Collect and properly dispose of garbage, litter, debris, and graffiti from public spaces creating a clean, livable community
- Lead sustainability practices preserving natural resources and reducing energy consumption
- Preserve and maintain all facilities in a manner that provides a safe environment for the facilities' functions and occupants
- Maintain an adequate amount of active and passive recreational lands to meet current and future recreation needs
- Ensure that open space, recreation facilities, and programs are designed to meet the special needs of all residents, especially senior citizens and the handicapped
- Coordinate subdivision review with all Divisions responsible for providing or maintaining adequate park facilities
- Continue to replace old and deteriorating recreation equipment at all City parks
- Continue to monitor and maintain existing park equipment to ensure its longevity and safety

03 To deliver professional quality public service with a friendly and welcoming atmosphere:

- Retain, develop, and recruit individuals with self-motivation and personal responsibility while embracing diversity and overall understanding of our mission
- Provide training and acquire skills to allow individuals to succeed and grow
- Provide a safe, healthy, and supportive work environment valuing employee contributions to the community
- Improve the effectiveness, efficiency, and quality of DPW service delivery through employee development, technology, and equipment
- Leverage the use of volunteers and public/private contractors to supplement the core levels of service needed
- Establish quality customer service mentality (treat others as you would want to be treated)
- Develop time management principals, and scheduling by prioritization of activities through communication within the organization

2021 COMMON COUNCIL

2021 PUBLIC WORKS COMMITTEE



Mayor
Ryan Sorenson



City Administrator
Todd Wolf



City Attorney
Chuck Adams



Dean Dekker
Chairperson



Grazia Perrella
Vice - Chairperson



City Clerk
Meredith DeBruin



Council President
Barb Felde



Council Vice-President
Roberta Filicky-Peneski



Amanda Salazar
Alderperson



Markus Savaglio
Alderperson



Andre Walton
Alderperson

- Alderperson District 1 Barb Felde
- Alderperson District 2 Roberta Filicky-Peneski
- Alderperson District 3 Amanda Salazar
- Alderperson District 4 Betty Ackley
- Alderperson District 5 Markus Savaglio
- Alderperson District 6 Dean Dekker
- Alderperson District 7 Grazia Perrella
- Alderperson District 8 Leslie Laster
- Alderperson District 9 Trey Mitchell
- Alderperson District 10 Andre Walton

BY THE NUMBERS



4,590
LIGHTS



42

Signalized
Intersections

19
BRIDGES

203.44 MILES
OF SANITARY SEWER



185.52 MILES
OF STORM SEWER

OVER
168,000
Square Feet of
Bridge Decks

9.89
Million Gallons
of Sewage
Treated Daily

18,835
Trees



197.97
MILES OF
STREETS



More than
30,000 Signs



36
Parks

15.81
SQUARE
MILES IN
AREA



ADMINISTRATION

- The Public Works Administration is responsible for being the first point of contact for residents. The division is responsible for advanced clerical duties and administrative support.

The City of Sheboygan's Department of Public Works main purpose is to improve the quality of life by effectively developing, maintaining, and improving the infrastructure, natural resources, and community services. The administration is charged with the responsibility of developing strategy and ensuring the effectiveness of the Department's activities in meeting the needs of the citizens of Sheboygan. This is accomplished through the effective planning, organizing, leading, and controlling of all available resources within the Department.

One of the most important functions of administration is preparing and controlling the Department's budget. Public Works continues to innovate, adjust, and lead with regard to maximizing results with limited resources. Public Works is unique when compared with other departments in the City, in that the Department has both internal and external customers. This environment often creates competing demands for services, which the Department consistently balances with good satisfaction ratings. Overall, the Public Works and Parks and Forestry budget has

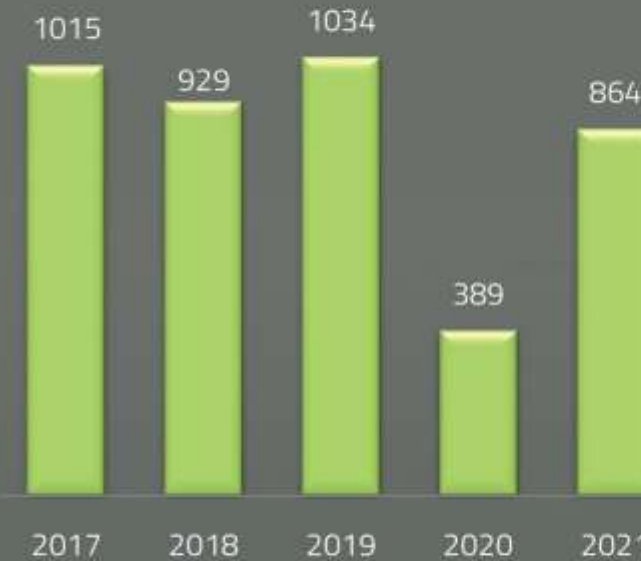
remained flat over the long term.

While the Department's budget has remained relatively flat, the Department's workload and demand for services is ever increasing. The operations of the Department are not comparable to a commercial setting in which economic demands determine the amount of labor and material needed. In addition, the Department has competing demands for the same limited resources further adding to the challenges. Balancing these limited resources and prioritizing them to meet the community needs is the main focus of administration.



2021 Park Rental Highlights

Annual Park Reservations



A visitor's first impressions typically are the quality and cleanliness of streets and parks. The administration office staff manages all park reservations and special event applications.

City parks are one of the great assets of the community as shown on the annual parks reservation and annual park reservation revenue graphs.

Notable for 2021 is the rebound of park rentals to a similar reservation level as pre-COVID, even with the continuation of the pandemic. Residents were eager for the parks to re-open for reservations as alternative locations to having events at their own homes. The closure of the Senior Center also impacted the availability of Roosevelt Fieldhouse and the Kiwanis Fieldhouse for reservations. The Senior Center used the facilities for their scheduled programming.



The Administration provides support services to all the Divisions within the Department by managing the budget, personnel transactions, customer requests, and public information. The objectives of the Administration are to support the necessary Divisions in order for their personnel to effectively concentrate on accomplishing their objectives. In addition, the Administration manages required reports for State and Federal agencies, grants, and the majority of permits and requests for service. Examples include: park permits, permits to excavate the right-of-way, permits to occupy the right-of-way (dumpster permits), boat ramp permits, and river boat slip leases.

The Public Works office also handles all of the Municipal Driveway permits. Any resident wishing to cut an existing curb to install or expand a driveway must secure a permit through our office. The purpose of this permit is to ensure proper placement of driveways so as not to cause problems. There is a small fee (\$25.00) for residential driveway permits. Also, a filing fee is charged for commercial driveways for recording at the Register of Deeds.

In years past, the Department had seen a decrease in the number of driveway permits issued. There was an increase shortly after the adoption of the new winter parking rules which have been in effect for over a decade and may be the cause of the upturn in permits issued once again, due to the increased discussion of snow emergency rules. The Department encourages residents to develop and provide off-street parking. The permits issued by the Department allow for the proper placement of driveways to prevent issues. Off-street parking significantly helps the Department in street sweeping, snow removal, garbage collection, tree trimming, and other operations.



This is the same philosophy behind permits to occupy street right-of-way (ROW) or dumpster permits. This permit allows residents, businesses, or contractors to occupy the street ROW, typically the parking lane, with equipment for extended periods of time. A fee is collected for this activity and is based on the length of time someone is occupying the street ROW.

Permits to Occupy Right-of-Way



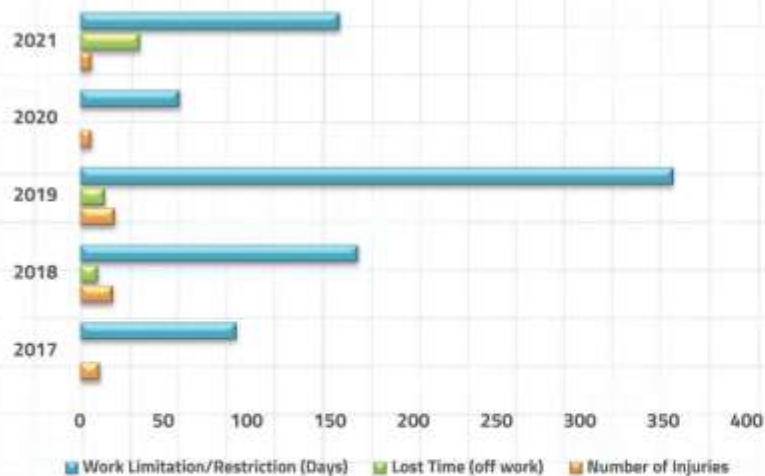
THE ADMINISTRATION DIVISION IS OPENING THE LINES OF COMMUNICATION WITH THE CITIZENS OF SHEBOYGAN.

The Department enhanced its use of social media by providing real-time updates on road closures, construction detours, snow removal operations, garbage collection schedule changes, and other critical information.

The Department further extended its communication reach with the creation of a DPW focused website, www.sheboygandpw.com. The website is a reliable source of the most up to date information.

In addition, the administration team gives public presentations to community groups and organizations on public works projects and programs.

OSHA Recordable Injuries



In late 2015, the Department hired a Superintendent of Streets and Sanitation who has a strong safety background and has made several safety improvements. The Department also takes advantage of Cities and Villages Mutual Insurance Company (CVMIC), the City's insurance company that provides assistance as part of our membership.

This year in an effort to engage employees, they were asked to participate in discussions pertaining to safety and other topics to create a more rewarding work environment. The Department continues to strive for improving and providing a safe and enjoyable work environment for all employees as well as the public at our work zones.

STAY IN TOUCH

www.sheboygandpw.com

- Facebook
- Twitter
- Instagram
- Nextdoor



City of Sheboygan Department of Public Works
 2026 New Jersey Avenue, Sheboygan WI 53081
 920.459.3440

WINTER PARKING RULES ARE IN EFFECT

LEARN MORE

City of Sheboygan Department of Public Works COVID-19 S...

LEARN MORE

FLOOD INFORMATION

No Flooding

GARBAGE & RECYCLING

On Schedule

ROAD CLOSURE

Last update: 2:24pm Feb 8, 2021

OUR MISSION

At the City of Sheboygan, we are committed to providing the highest quality of service to our residents and businesses. Our mission is to ensure the safety and well-being of our community while protecting the environment and promoting economic growth.

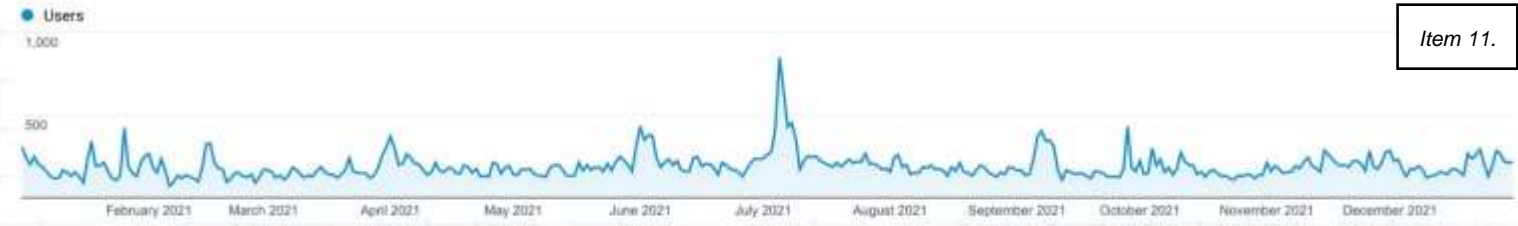
Integrity

Service

Efficiency

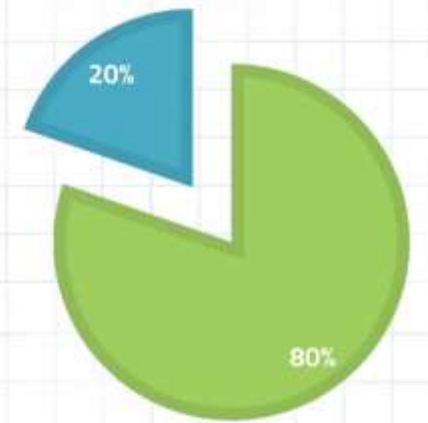
Accountability

IN 2021
530 NEW LIKES & 2.4K FOLLOWERS
ON DPW FACEBOOK



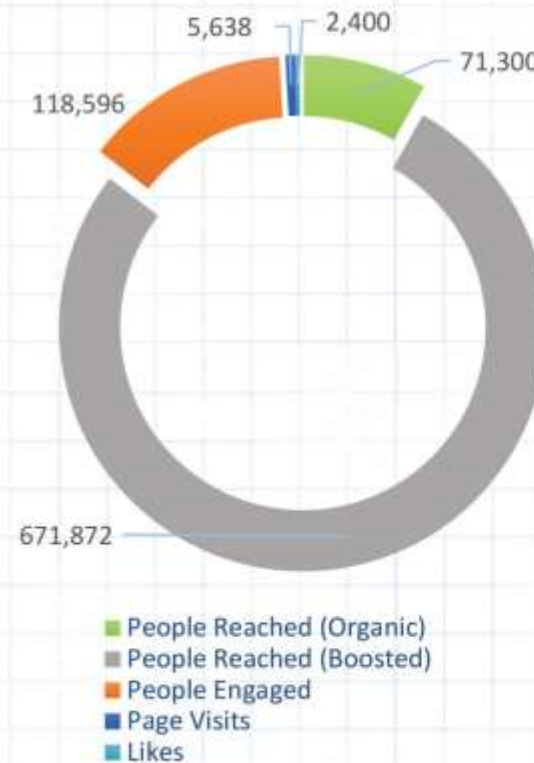
Of website visitors in 2021, **80%** were **new visitors**, showing that outbound marketing helped reach **52,922 new residents** in the City. The sites average session duration (1:32) shows that users are engaging with the content across the site and finding the content meaningful.

DPW WEBSITE



■ New Visitor ■ Returning Visitor

2021 Facebook & Instagram Metrics



3,255,571 IMPRESSIONS

WITH PAID FACEBOOK & INSTAGRAM ADVERTISING

FACEBOOK

- Park Day was the top paid campaign ad with a reach of 2,991 people
- Calumet Drive Road Closure was the top organic post with a reach of 25.2K
- January 30th Winter Storm Update had 2.8K link clicks

INSTAGRAM

- 70% Engagement growth over previous year

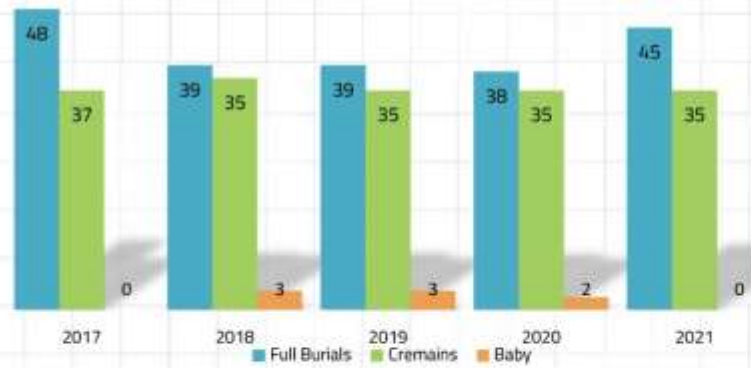
TWITTER

- 3,465 Profile Visits
- Uptown Parklet top tweet with 2,131 impressions

CEMETERY

The City of Sheboygan Department of Public Works has owned and operated the Wildwood Cemetery since the 1850's. The cemetery is 62 acres and has over 25,000 graves with perpetual care, with approximately 20,000 burial lots remaining. Of the 62 acres, 40 acres are intensively maintained, and the remaining 22 acres are reserved for future use.

Wildwood Cemetery Burials



The Department of Public Works Administrative staff provides quality death-care services to families in their time of need. Tree care, mowing and trimming account for the tremendous amount of time that it takes to keep the cemetery beautiful for visiting families.

One of the City of Sheboygan's major goals is to transition off the legacy AS-400 system as it is outdated and will no longer be supported in the near future by IT. In addition, this project meets strategic plan focus areas of quality of life and communication. LEAN process improvement techniques identified the great need for record-keeping and procedure improvements. The project objective was to convert cemetery records into the GIS applications/interface, which provides internal and external end-users with a digital representation of the spatial location.

Creating an accurate map of the Wildwood Cemetery on GIS included lots, graves, way-finding section signs, monuments, underground sprinkler system, and sewer pipes. Cemetery records were compiled into scanned files and spreadsheets to be converted into the GIS system. Interment, lot, deed, scattering garden, and perpetual care information was audited by comparing records in books, catalogs, deeds, review of the actual grave sites, and the legacy AS-400 system data. The work is done incrementally by cemetery sections. Due to the intensity of the project scope, the project is active and anticipated to close out in early 2023.



The Wildwood Cemetery had many areas affected by the Emerald Ash Borer as a result trees needed to be removed. The project was accomplished by working collaboratively with the City Forester and a local contractor to remove 65 dying ash trees. The schedule was managed diligently with a close eye on weather conditions. Expediting the project in increments so that the project did not compromise the privacy of burial ceremonies were all part of controlling and monitoring the project.

In addition, the existing monument pedestal in Scattering Garden I was damaged and needed to be replaced. In the Scattering Garden II location, the monument's pedestals reached their maximum capacity for plaques of the interned. Upcoming interments would not have the option of an interment plaque in the garden if this issue was not addressed.

Planning included engaging and working in cooperation with key internal and external stakeholders, including Public Works Administrative staff, Parks Division, Streets Division, a local landscaper, and a monument company. An extensive and time-consuming detailed review of interment records needed to be completed. This was accomplished by comparing the documented monument plaques to paper records to ensure the monument plaques placement was correct. The project scope was to make landscaping improvements, procure two monument pedestals and create a beautiful, tranquil setting that creates a peaceful atmosphere for families who visit the cemetery, as well as offer an affordable solution to those who might not want a traditional burial. Signage was created and placed in the cemetery, so families of loved ones interned were notified of the beautification project.



Project Highlights

- Geele Avenue Street Resurfacing
- Georgia Avenue Street Resurfacing
- South 10th Street Resurfacing
- Calumet Drive Pavement Repair
- Union Avenue Reconstruction
- Kiwanis Park Trail Construction
- Butzen Sports Complex Grading



Capital Improvement Projects are a big part of Public Works' role in building the future. The Capital Improvement Plan establishes a five year plan for improvements to the community's infrastructure.



Construction on Georgia Avenue and South 14th Street



Butzen Sports Complex Grading

Completion: Spring 2022

Project Description: This project began in 2020 with earthwork and was expanded in 2021 to include the construction of a storm water pond for future parking lot development. In addition, several of the old buildings located on the property were demolished in preparation for the parking lot development.

Geele Avenue Resurfacing

Completion: October 2021

Project Description: This project included storm sewer repairs, concrete sidewalk repairs, and new asphalt pavement.



Georgia Avenue/South 10th Street Resurfacing

Completion: December 2021

Project Description: This was a cooperative project between the City of Sheboygan and the Sheboygan Water Utility with the construction including water main replacement, lead water service replacement, storm sewer repairs, concrete sidewalk repairs, and new asphalt pavement.

The project also included the installation of traffic signals at the intersection of South Business Drive and Georgia Avenue.



Union Avenue Reconstruction

Completion: November 2021

Project Description: This project reconstructed Union Avenue between South 26th Street and Georgia Avenue. Improvements included storm sewer repairs, concrete curb and gutter, concrete sidewalk, asphalt pavement, and street lights.



+ 2021 Average Pavement Rating
6.42/10

ENGINEERING

- The Public Works Engineering Division has five main areas of concentration:
 - Planning and Design
 - Asset Management Surveys
 - Maps and Records
 - Construction Management
 - Consultant Oversight

Through its programs and services, the Engineering Division seeks to improve the quality of life within the City by overseeing maintenance of the existing infrastructure and design and oversight of improvement projects. The Engineering Division has a total of eight full time employees with several of the staff being with the Division many decades providing key historical references and information.

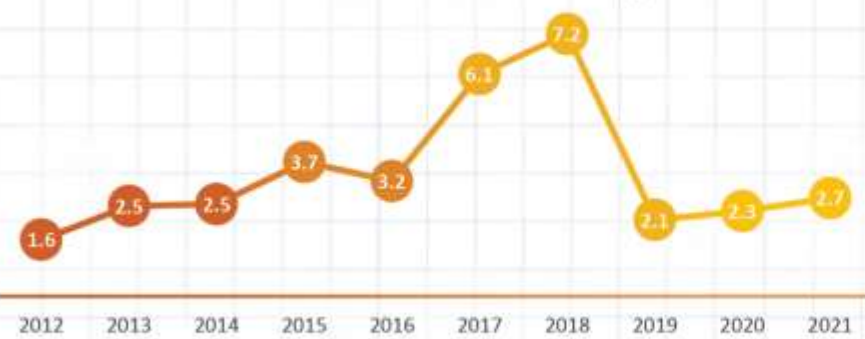
The Engineering Division manages the major infrastructure improvement projects (capital improvements program) within the City. Since 1995, the City of Sheboygan has invested approximately \$79 million in infrastructure improvements. The annual street resurfacing program provides the majority of street improvements. However, State and Federal funding for connecting highways also provides for the major reconstruction projects. Furthermore, new subdivision development requires the expansion of streets and sewer systems.

The City of Sheboygan's Pavement Management Program is a strategy that identifies cost-effective methods for preserving the City street network

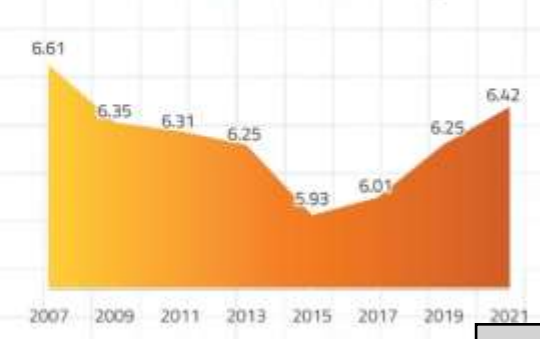
and prioritizes the levels of maintenance along with funding levels in order to improve the quality and extend the life on our existing street network. Pavement Management Systems take complex, large networks of data, and summarize this information into usable data for decision making. Streets are ranked biennially by many factors such as pavement condition, average daily traffic, pavement type, utility condition, width, age, and many other factors. The goal of the Pavement Management is to make cost effective decisions with limited funding while improving and extending the life of the street.

The Pavement Management System provides the Department of Public Works with a comprehensive overview of our street network and display the overall health or condition of this network, all based on condition assessments and maintenance strategies matrices and funding analysis. As a result, the Department has increased its efforts to improve this critical infrastructure to our community as is evident in the increased miles of streets resurfaced/reconstructed in recent years.

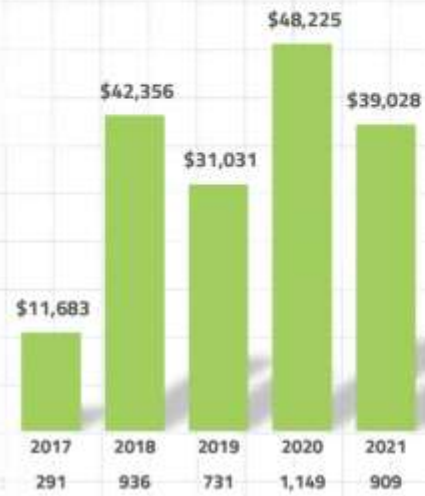
Miles of Streets Reconstructed or Resurfaced per Year



Pavement Condition Rating



Linear Feet of Mini-Storm Sewer Installed



The Engineering Division has designed and installed over \$314,934 of mini-storm sewers since the 1980's, totaling approximately 10.43 miles in the City since the project's initiation. Since the flood of 1998, the Division has taken an aggressive approach to solving clear water problems. This program continues to grow; Engineering Division now requires storm sewer laterals in any new construction to ensure sump pumps are not discharged into the sanitary sewers. The mini-storm sewer program is ongoing.



The Engineering Division also maintains all the mapping and data regarding the City's infrastructure. The City's base map is now digitally produced. In 2018, the Engineering Division invested in a new mapping and data collection software called ESRI. This software is the standard used throughout the industry. This software will allow the Division to transfer and share data more efficiently with other departments in the City of Sheboygan as well as other governmental and private industry entities. It will be the foundation for all of the infrastructure and data to be captured geographically. The majority of City services, even those outside of Public Works, are geographic in location.

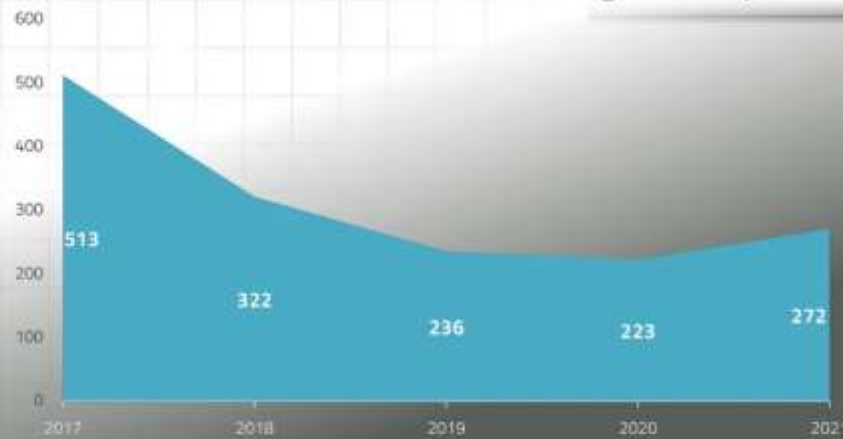
Surveying data is also captured digitally and downloaded into the mapping and design software (CAD), greatly enhancing the accuracy as well as speed to alter designs and review alternative layouts.



Item 11.

The Engineering Division also manages the utility cuts or excavations within the street right-of-way. This is an important program that ensures proper pavement restoration is performed. Poorly restored excavations in the street right-of-way lead to accelerated pavement deterioration.

Permits to Excavate in the Public Right-of-Way



The Engineering Division manages the City Sidewalk Program, which inspects defective sidewalk and orders their replacement. It is the City's responsibility to maintain a safe pedestrian walkway, and failure to do so may result in future liability. Once notified of a defective sidewalk, the property owner has the option to do the work, hire their own contractor, or contract with the City's contractor for the sidewalk replacement. With approximately 350 miles of sidewalk, this program is ongoing.

Lineal Feet of Sewer Lining



Since 2012, the Division has relined CIPP (cure-in-place-pipe) over 10.9 miles of sanitary sewer and approximately 3.6 miles of storm sewer.



Sidewalk Repair/Replacement



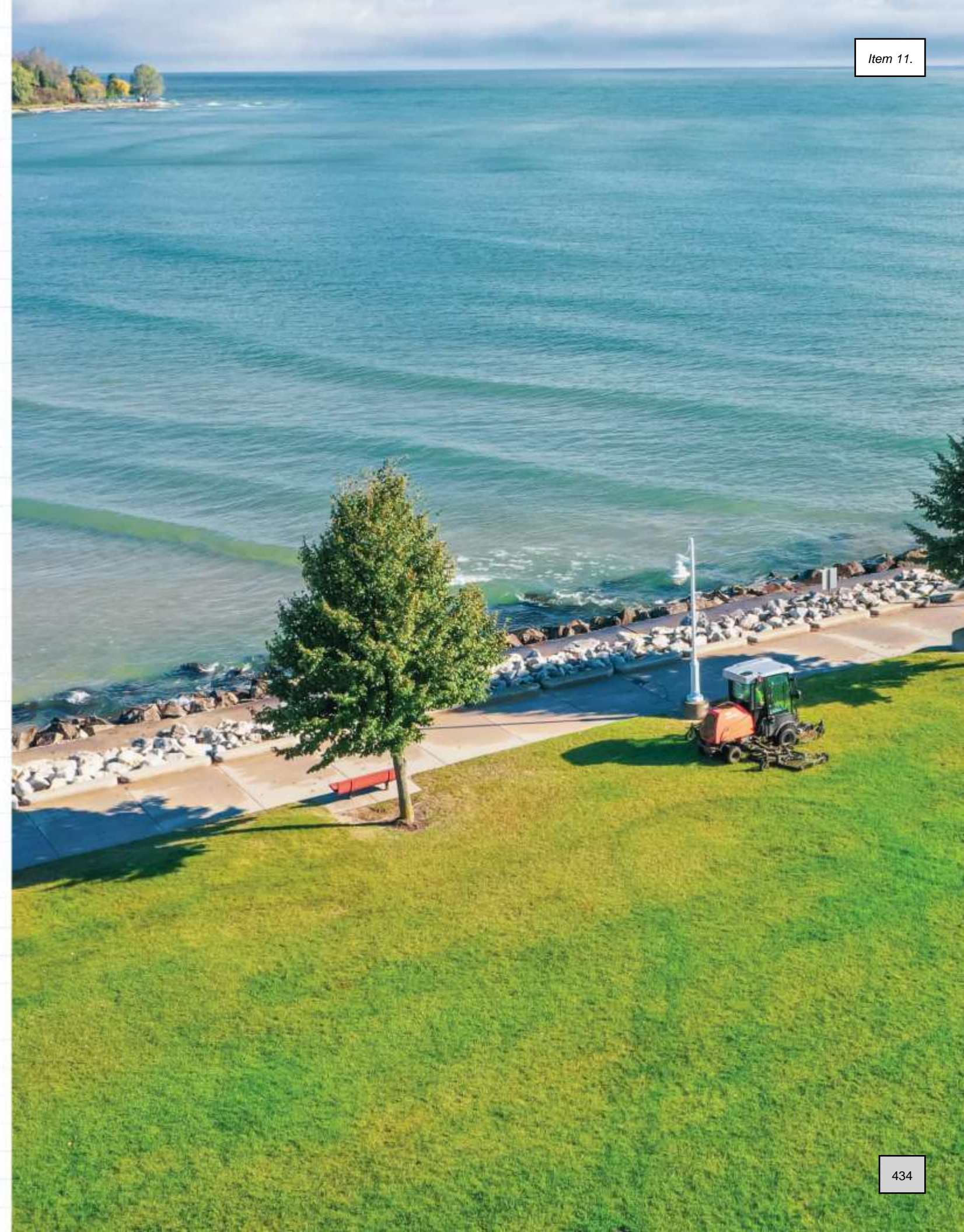
PARKS & FORESTRY

The Parks and Forestry Division of the Department of Public Works main purpose through its facilities, programs, services, and personnel, seeks to enhance the quality of life and environment; to acquire, conserve, and protect natural resources; and to provide leisure opportunities for the benefit of its present and future citizens.

The Parks and Forestry Division has several goals that guide them to constantly strive for their purpose.

- Provide appropriate financial support for park, recreation, and open space needs.
- Develop an attractive diversified park system comprising of imaginatively designed indoor and outdoor areas and facilities to meet the varied interests of the residents.
- Maintain the park system, in accordance with high standards, so as to contribute to the beauty, charm, and quality of life of the City of Sheboygan.
- Cooperate with and support the Sheboygan Area School District in the joint planning, design, development, and operation of areas and community, recreation, and education programs.
- Utilize land and water resources in cooperation with both public and private agencies for the maximum development of recreation programs and services.
- Maintain high standards in leadership, facilities, and equipment consistent with the Department of Public Works and the City of Sheboygan's mission.
- Provide for the planting, maintenance, and preservation of all trees and flora on City owned properties.

The division is responsible for maintaining and improving the City park system, which consists of 36 parks, 705 acres, six rent-able buildings, 10 rent-able picnic shelters, a bandshell, 24 restrooms, 25 playgrounds, three splash pads, two fish cleaning stations, a kayak launch, four tennis courts, six tennis/pickleball courts, three pickleball courts, six baseball/softball fields, Wildwood Softball Complex, Wildwood Athletic Complex, two miles of public beaches, a concrete skate park, and an archery range. The division also assists with the many Sheboygan celebrations and special events held throughout the parks and other locations within the community.

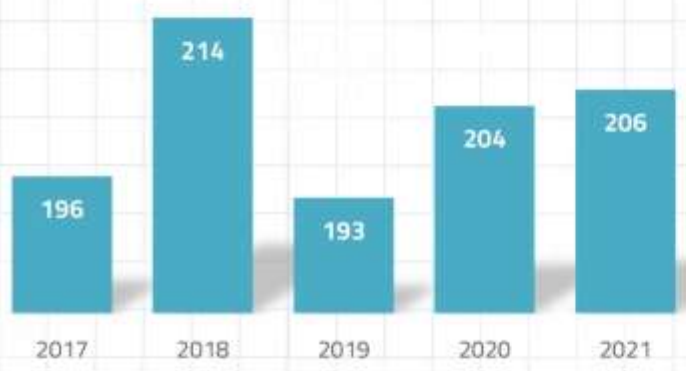




Parks

Park garbage is collected twice a week by two park staff using the park garbage truck. The division also collects garbage from the 8th Street receptacles, City offices, and the Police and Fire Departments.

Park Garbage in Tons



Grass cutting and park maintenance dominate the summer season. The grass mowing crews are comprised of full-time and seasonal employees. These crews are responsible for mowing and trimming of all parks, street boulevards, and water retention areas. With 16 rent-able areas during the summer and 24 open restrooms, maintenance and cleaning are scheduled seven days a week.



Winters for the park and forestry crew consist of adding an extra tree trimming crew, snow removal of 26.2 miles of sidewalks and trails, cleaning 11 parking lots and maintenance of park signs, picnic tables, garbage corrals, grills and cleaning of four park rental buildings. The Parks and Forestry Division also assists the Streets Division on an as-needed basis with street snow removal.

In addition to routine maintenance items, the division is responsible for delivering park equipment to the major festivals and smaller gatherings within the park system. The department charges these organizations for the use and delivery of the equipment. Other than equipment and park rental fees, the majority of the parks are available at no charge to the public.

In 2021, most major events were held once again in the city. Major events that are usually held in the city's parks include:

- Greek Fest
- Freedom Fest Independence Day Celebration
- Hmong Summer Festival
- Rotary Lobster Boil
- Jaycee's Bratwurst Days
- Gus Macker Basketball Tournament
- Night Market
- Maywood Earth Ride

These celebrations are open to the entire community and enrich quality of life of the citizens of the City of Sheboygan. The division is committed to supporting these events and providing quality services which is consistent with enhancing the quality of life for the citizens of Sheboygan.

The Parks Division continues to work with Lakeshore Natural Resource Partnership (LNRP), and several other partners to hire Wisconsin Conservation Corps (WisCorps) to remove and chemically treat a variety of invasive species. Stantec, an environmental engineering consultant, is instrumental in working with WisCorps along the North Point Bluff. WisCorps were able to work two weeks on the bluff again in 2021. Part of the Bluff Restoration Project will be the continued invasive removals and planting of a variety of native grass seed, trees, and shrubs for erosion control.

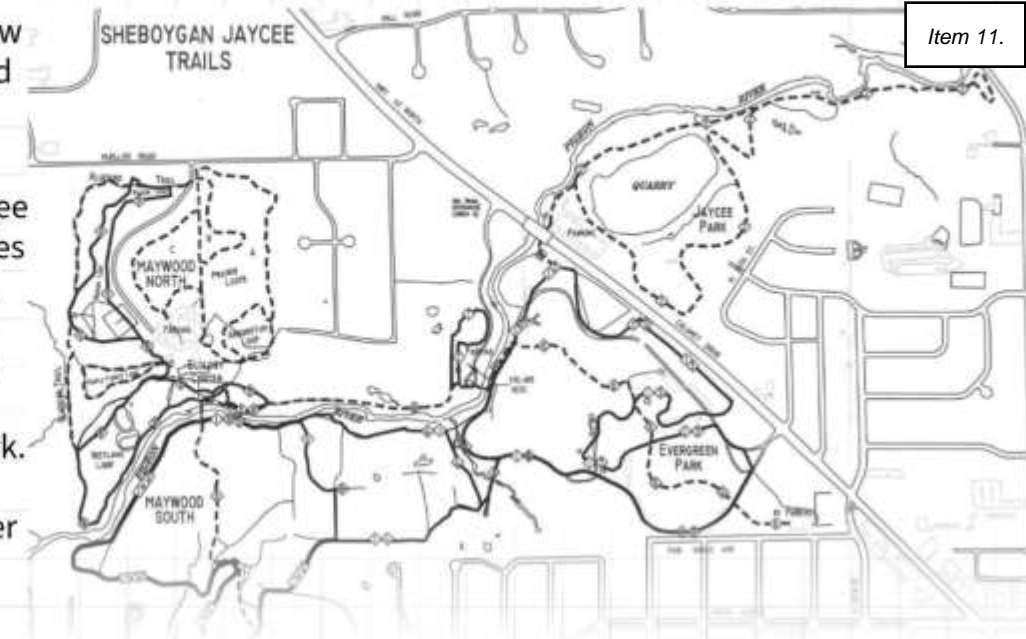


Jaycee Park is 38.29-acre park that provides a year-round 18-hole disc golf course, mountain bike trails along Pigeon River, and a beautiful spring fed quarry lake that is home to the Quarry Beach and Adventure Park. The adventure park first opened in 2013, leased by the City to a private company. In 2017, a local company, EOS Surf, took over management and lease of the Quarry. The park provides water park inflatables, or wibits, for ages 6 and up, kayaks, stand up paddleboard rentals and lessons, a beautiful sand beach, and party room rental. The park is a big part of Sheboygan's history, and the adventure park has brought new life to the whole park.



equipment and stain so the new custodian and volunteers could pressure wash and stain the Prairie Overlook.

Maywood, Evergreen and Jaycee Park offer many winter activities including cross country skiing, snowshoeing, hiking, fat tire biking, disc golf, and a plowed walking path on the one-mile park roadway in Evergreen Park. All three parks offer beautiful winter views of the Pigeon River and wooded areas.



Ellwood H. May Environmental Park, or more commonly referred to as, "Maywood," is Sheboygan's largest park with 135-acres of unique property that has been converted back into a natural state including six unique habitats; Prairie, Pine

Forest, Mixed Hardwood Forest (Maple Forest), Ponds, Wetlands and the Pigeon River. The property also has an arboretum, a butterfly and humming bird garden, and a fantastic Ecology Center. Maywood's primary focus is environmental education and stewardship. Programs offer educational and outdoor experiences designed to connect people of all ages to the natural world. In 2018, Maywood worked with the Sheboygan Area School District and Camp Y-Koda to offer a pre-school program. The program has grown and now offers morning and afternoon sessions that offer a hands-on nature-based learning experience.

This year Maywood said it's good-byes to long time Park Director David Kuckuk. David retired and Samantha Lammers was hired as the new Maywood Park Director. Samantha has wasted no time getting things done at Maywood.

A few items that the parks division has assisted with include flail mowing half of the prairie in preparation for burning next year, several ash trees were removed so a pre-school play area could be built, and provided



A great holiday tradition is driving through the Sheboygan County Rotary Club's, Making Spirits Bright, annual holiday lights show in Evergreen Park. It was open to the public from 5:00 – 9:00 p.m. from the Friday after Thanksgiving through December 31 (closed on Christmas Eve). Making Spirits Bright was initiated in 2012 by the Sheboygan County Rotary Clubs and held in Evergreen Park and the Quarryview Center in Jaycee Park. The City is just one of the many partners that work closely with the County Rotarians to support the event.

In addition to the drive through event, The Sheboygan County Food Banks hosts the annual Holiday Lights Hunger Run/Walk. The 4th Annual Holiday Lights Hunger Run/Walk was the biggest year yet! Thanks to the community's generous support, over \$75,000 was raised, and a total of 1,922 runners and walkers to take steps against hunger – the most ever.



The Vision for Lakeview Park

Lakeview Park and Evergreen Area #5 closed for 2022

Lakeview and Evergreen Area #5 will be used for staging areas for projects during 2022. Lakeview park will have drainage improvements along the Lake Michigan. In exchange the park will receive several improvements as part of the project. Construction of the new bridge in Evergreen Area #5 will start in March and the area will receive several updates next year.



Kiwanis Park Trail

Completion: November 2020

Project Description: Early in the year a 1/2 mile asphalt trail was constructed along the river in Kiwanis Park. This was part of the 2018 Master Plan for the park. There are several seating areas along the trail with beautiful views of the Sheboygan river.



Between the high water in Kiwanis Park and COVID-19, John Powers, operator of the Sheboygan Biergarten, made the decision not to open the Biergarten in 2020. The river receded this year leaving river silt where the Biergarten was. Park staff tilled and re-seeded the area by the Biergarten and John had new gravel brought in. John stated that he had a successful year and that the new trail was heavily used.



Wildwood Athletic Complex

The Department of Public Works aided the Sheboygan A's with several projects. The Street Division removed old asphalt and installed a new concrete pad under the A's shelter. The A's applied a new coat of paint to make it look nice. The A's host many pre-game parties during in this area during the season. Starting next year, the shelter will be sponsored by Culver's.

The Parks and Engineering Divisions also worked with the A's to replace the old batting cage with a new one. This project is much bigger than it looks. The Water Utility was even called upon to help water excavate 10 post holes.



Jaycee Park Disc Golf Course Additions

The Sheboygan Eagles Disc Golf Club along with the park staff installed 11 new tee pads. Eight of the pads were added to existing holes and three were for new holes added to the course. Three new baskets were also added. The group paid for the baskets and materials needed.

Re-shingling Roosevelt Pavilion
The park division along with help from the street division made quick work of re-shingling the Roosevelt Pavilion in the spring. The Senior Center started using the shelter in May for classroom activities and continued to use it throughout the summer until moving to the Kiwanis Fieldhouse in the fall. They will continue to use the Kiwanis Fieldhouse until the new Senior Center will be available to them.



Memorial Bench Program

There were eight memorial benches purchased this year. The Department has a bench program where a new bench can be purchased and installed in a park or along a trail in memory of a loved one. A memorial bench is a way to keep a loved one's memory alive and it helps the department to add new benches where needed or replace an older non-memorial bench. Benches are purchased in the spring and the fall.



New Landscaping around the Marina

Park staff removed overgrown shrubs and trees that were impeding the sidewalks around the Marina in early spring. Staff designed and planted vegetation that would better suit the area.



In 2018, the Department of Public Works piloted an Adopt-A-Park and Adopt-A-Trail program for Neighborhood Associations, local businesses and community groups. The program provides volunteer opportunities for community members to take an active role that contributes to the beautification of local parks and trails.

In 2021 three more parks were adopted bringing the total adoptions since the program's initiation to nine. Gateway Neighborhood adopted Fountain Park and a portion of Shoreland 400 Trail that runs through the Gateway Neighborhood; The Sheboygan Peace Park, a part of Deland Park, was adopted by the Sheboygan Peace Park; and Optimist Park was adopted by the Optimist Club of Sheboygan. The department works closely with approved applicants to plan kick-off events to announce their adoption, organize and provide support for clean-ups, and guidance for future park upgrades.

Vollrath/North Point Neighborhood Association adopted Cole Park in 2019. This year the Association took advantage of a Special Projects Support Program offered through the Planning and Development Department. With the support funds, volunteers prepared and planted a new flower bed. Since there is no water available in Cole Park, the group attached rain gutters to a small shelter, secured a rain barrel to the shelter, and ran a downspout from the gutters into the rain barrel. Volunteers from the group take turns watering the flowers when needed using the rain water.



In 2020, the Parks division partnered with the Optimist Club of Sheboygan to further improve Optimist Park.

In 2021, Optimist Club of Sheboygan had several members paint the restroom building in Optimist Park. The restroom building was graffitied and needed a new coat of paint after being pressure washed.





Forestry

The division has five full-time forestry employees that care for about 20,000 street and park trees. During the winter months, an additional three-person crew is formed by other Public Works employees to aid in the trimming of the street trees.

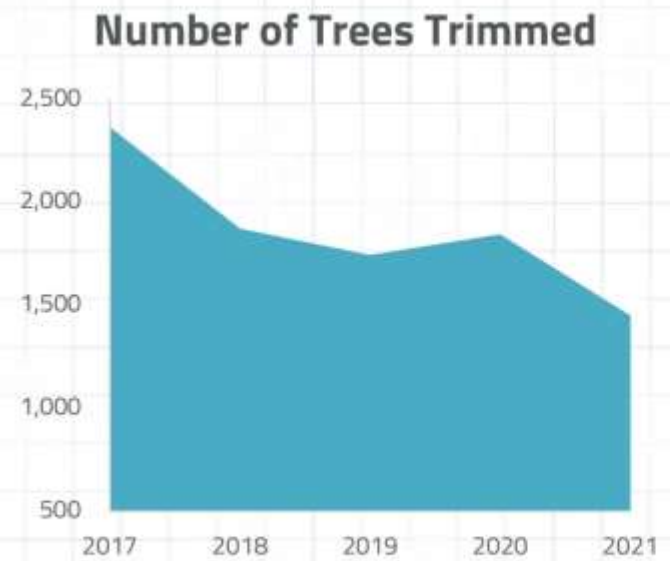
In 2016, the Common Council accepted its first Urban Forestry Management and Emerald Ash Borer (EAB) Plan. It also developed a planting plan, inventorying over 3,700 possible street planting sites. Tree planting and ash tree management became a priority for the division in 2017 and will be for years to come. The urban forest of Sheboygan provides aesthetic, economic, and environmental benefits to citizens, businesses, and visitors. Beyond shade and beauty, trees have practical benefits and real monetary value.

An i-Tree analysis found that trees contained within the City of Sheboygan inventory contribute \$3.1 million in benefits per year.

These benefits include: stormwater runoff reduction, carbon dioxide reduction, energy savings, property value increases, and air quality improvement. The purpose of having an urban forest management plan is to ensure that the citizens of the City of Sheboygan will enjoy the benefits of trees through proper arboricultural techniques and management practices. The plan breaks down into two main goals:

1. Eliminating high risk situations such as high-risk trees, branches, and the removal and management of EAB infected trees.
2. Establish a routine, comprehensive Urban Forestry Program for a healthy forest.

In 2021, the division planted 467 trees, re-treated 749 ash trees, removed 384 ash trees, removed 289 other dead, dying, or hazardous trees, trimmed 1,400 trees, and ground out 1,362 stumps. Through three bid processes, 70 of the removals and 676 of the stumps were completed by hired contractors. Through the financial assistance of the Sheboygan County Stewardship Fund, along with Restoration Of Our Trees (ROOTS) and Alliant Energy, the Department of Public Works was able to construct a Tree Gravel Bed which will assist in planting healthier bare root trees, at a lower cost, along city streets and in city parks. Use of the Tree Gravel Bed will allow for at least 600 trees to be planted every year by the Forestry Division.

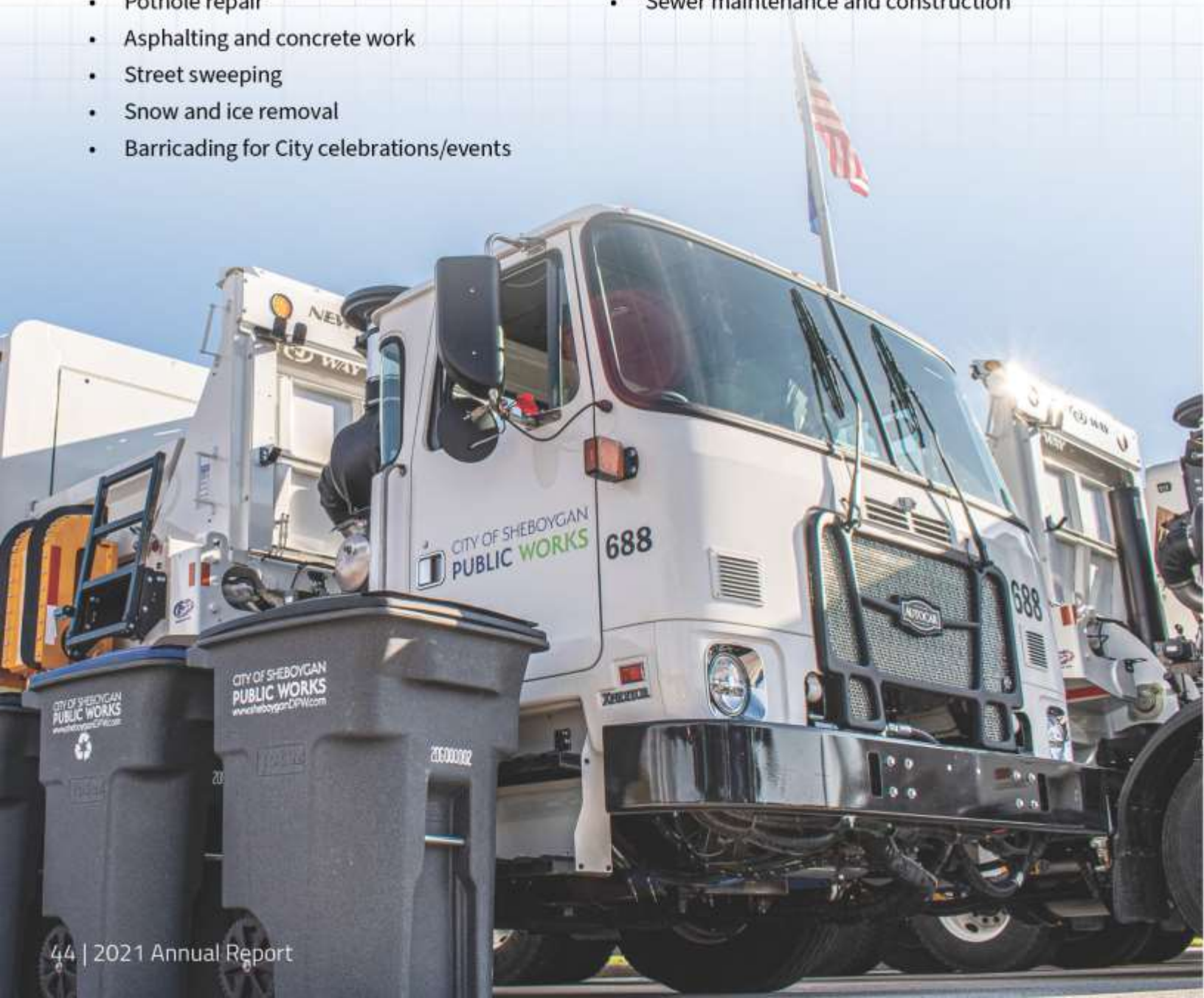


STREETS & SANITATION

The Streets and Sanitation Division has 37 full-time employees, which makes it the largest Division within the Department of Public Works. The division places a high priority on improving the quality of life by effectively developing, maintaining and improving the infrastructure, and community services.

Daily street and sanitation maintenance for the division includes:

- Street excavation and repairs
- Tarring or crack filling
- Pothole repair
- Asphalting and concrete work
- Street sweeping
- Snow and ice removal
- Barricading for City celebrations/events
- Garbage and recycling program
- Residential Recycling Center
- Sewer maintenance and construction



Street Maintenance

Street maintenance is one of the major functions within the Division and is the most costly.

The Streets Division has made an effort to fill potholes using hot mix asphalt during the 2021 construction season. Using hot mix makes a better, longer lasting repair. As shown in the graph, the DPW placed 198 tons of hot mix asphalt in 2021. The DPW's goal is to respond to pothole requests within two business days. During 2021, the division was able to respond to 86% of pothole repair requests within two days.

During the winter months when hot mix is unavailable, cold mix asphalt is used during emergency situations. Cold mix asphalt does not adhere to the road surface and will eventually come loose. The Division purchased a new hot mix wagon in 2020 that has the ability to recycle hot mix. It takes 24 hours to reheat and make the recycled asphalt. This allows for the DPW to make small batches of hot mix all year long leading to a decrease in the amount of cold mix asphalt.



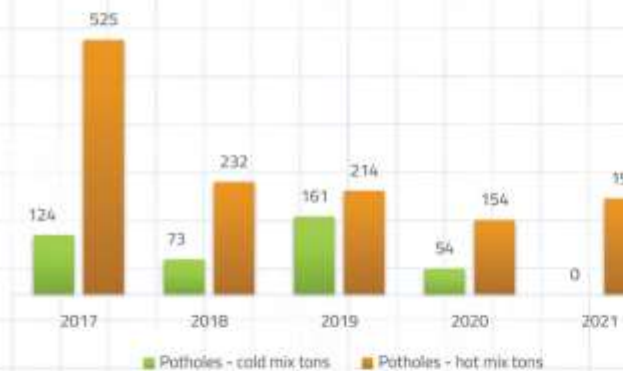
LINEAL FEET OF ASPHALT OVERLAY



The utility companies are performing their own street repairs as a result of their work which is inspected by the division to ensure quality and to prevent premature failures. Overall, the division is pleased with this arrangement because it allows our crews to concentrate on more essential repairs and maximize the effectiveness of street repairs.

The division did complete paving sections of North Taylor Drive from Saemann Avenue to North Avenue, Superior Avenue from 18th Street to 24th Street, Najacht Road from Mill Road to Enterprise Drive, South 12th Street from Union Avenue to Washington Avenue, Park Avenue from North 1st Street to North 3rd Street, and North Franklin Street from North 4th Street to Wisconsin Avenue. In addition to resurfacing roads, the Streets & Sanitation Division also paved the bike and walking trails at Vollrath and Kiwanis Parks and paved the parking lot at Moose Park. Streets and Sanitation employees also placed new concrete walkways, staircases, and picnic pads at Vollrath Park and Sheboygan's A Baseball Park.

Potholes Filled



In 2017, the DPW took delivery of a new asphalt paver. As a result, the Streets and Sanitation Division works collaboratively with the Engineering Division to complete capital projects. The division is using more asphalt with the asphalt paver. Asphalt is placed on streets with blacktop overlays. Streets are resurfaced with asphalt when the pavement becomes deteriorated.

2021 Cost of Asphalt per ton: **\$35.10**

The DPW placed a total of 11,871 tons of asphalt with the paver, overlaying 18,673 linear feet of asphalt in 2021. The DPW purchases the majority of the asphalt from Sheboygan County Highway Department. The end result lowered the overall cost per ton.

The DPW concrete crews have been placing more yards of concrete due to the installation of American's with Disabilities Act accessible ramps. The crews work with the Engineering Division to learn how to use laser levels and set the proper grade for the accessible ramps. Crew members have also attended seminars to learn about the specific grades and requirements of the ADA Act. In 2021, streets crews installed the ADA-compliant ramps on our paving projects: South 12th Street, Superior Avenue, Park Avenue.

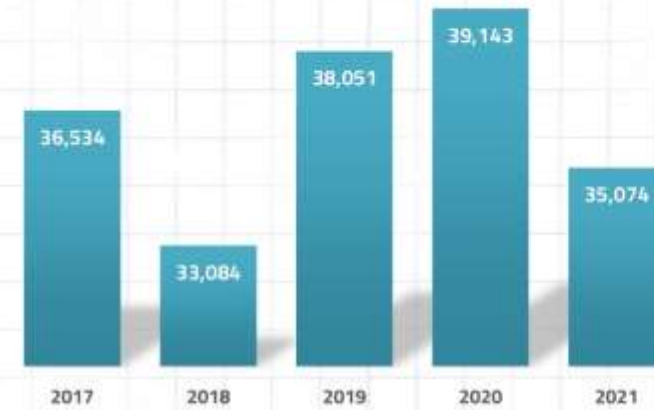


Street Right-of-Way (ROW) excavations occur when contractors need to dig within the street ROW to repair, replace, or install utilities. The department needs to regulate this activity to ensure the protection of the street and underground utilities. In efforts to maintain the street network's integrity and traffic, the DPW and the contractor require careful coordination.

In previous years, the Streets Division would perform all the repairs to the ROW. This activity would take a considerable amount of time and resources away from other division projects. To work more efficiently, the division has shifted this work back to the contractors and utilities. The division ensures the quality of the repair through the permit process and frequent inspections.

The division has witnessed an increase in the amount of utility service holes in City streets. Telecommunications deregulation has opened the competition, and the result is more companies installing new communication wires. Also, the gas utility has systematically upgraded its infrastructure.

Crack and Joint Filling (Lineal Feet)



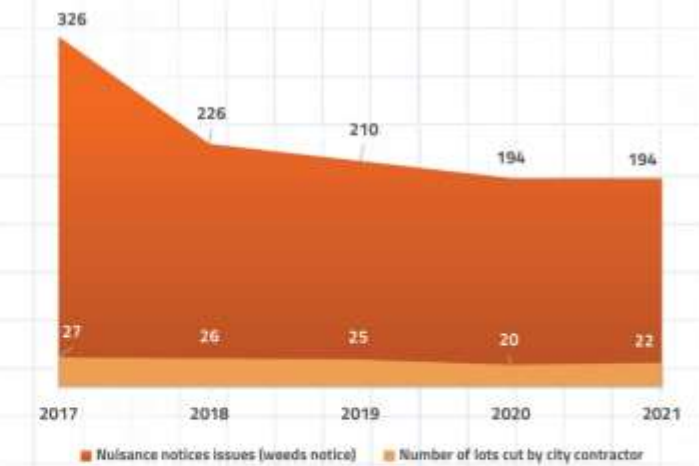
Crack filling is performed on a two-year, five-year, and ten-year cycle, in that streets with asphalt overlays or new streets have cracks filled during these periods. It is imperative to seal cracks to prevent water from penetrating the pavement, which will cause further deterioration. This program started in 1985 and has been very successful. In 2021, DPW crack filled 35,074 linear feet. As the division starts to overlay more streets, the City will continue to see increases in the amount linear feet crack filled yearly.



The Streets and Sanitation Division is responsible for the response and control of noxious weeds and tall grass complaints. The division takes calls on a complaint basis and will respond to verify if there is a problem. The supervisor notifies the property owner when a violation is discovered and gives 48 hours notice to cut the weeds or grass.

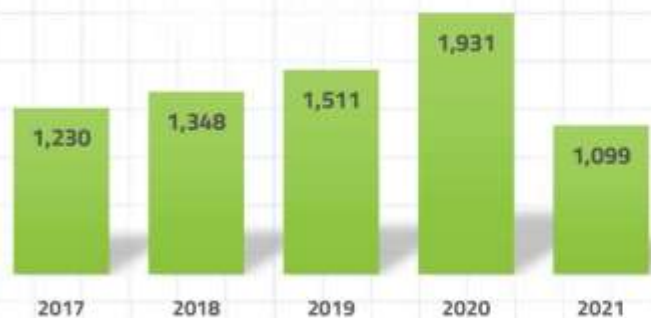
A follow-up inspection is then necessary to see if the problem has been rectified. If not, the supervisor will notify the City's contractor to cut the weeds or grass. As one can imagine, this process is time-consuming. However, it is a necessary program that helps maintain the high quality of life within our community.

Weed and Tall Grass Control



ADA-compliant ramp installation

Yards of Concrete Installed



Bridge Maintenance

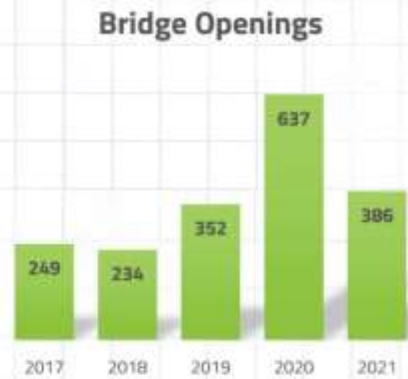
Bridge maintenance is another major function under the Streets and Sanitation Division. Maintenance includes seal coating the bridges biannually. The City has 19 bridges with over 168,000 square feet of bridge decking. The 8th Street Bridge over the Sheboygan River is the most expensive in terms of maintenance and operation.

The bridge has a lift span that must be opened for maritime traffic. From May 1 through October 31, the bridge is staffed with tenders that open and close the bridge for boaters.

State and Federal regulations require bridges to be inspected biannually by a certified bridge inspector, whom the division has contracted with the County. This year inspectors recommended cutting out sections of the New Jersey Avenue bridge and



replacing them with new concrete. The City of Sheboygan Department of Public Works assisted the Sheboygan County Bridge Maintenance Crew with this work.



Snow & Ice Control

Snow and ice control is one of the most essential and visible activities the Streets Division performs. The division takes a proactive approach through advance planning, work crew training, equipment readiness, deicing agents, monitoring weather forecasts, dispatching crews, and public notification.



The Department of Public Works has started to use brine to treat the roadways. The direct application of brine, also known as anti-icing, can be applied to road surfaces three days before a snow event. Anti-icing is often the most cost-effective and environmentally safe practice in certain winter road maintenance situations.

Applying the brine to the roadways will prevent the snow and ice from forming a bond with the road surface. By preventing the bond, it becomes easier to remove the snow from the roadway.

Anti-icing requires about a fourth of material at one-tenth of the overall cost. One ton of salt makes around 800 gallons of brine. The DPW can treat 26 miles of road with 800 gallons of brine. Comparatively, one ton of salt applied directly on to the road at 300 lbs. per lane mile can treat up to 6.6 miles.

In addition to anti-icing, DPW salt and plow trucks can apply brine to the salt as it is applied to the road surfaces. Applying brine to road salt is called pre-wetting. According to recent studies, pre-wetting salt can reduce salt usage by 30 percent. It is activated by pre-wetting the salt with brine before being applied to the street and starts working immediately. In contrast, dry salt needs to come into contact with precipitation before it will to start work. When dry salt is applied to roadways, researchers have found that up to 30% of the salt bounces and scatters into the curb lines. Pre-wetted salt does not bounce as much and stays in the roadways.

Over the past four winter seasons, the City of Sheboygan has experienced an average of 15 snow events a year that required the DPW to respond. In 2020 - 2021 season, the City of Sheboygan saw 16 snow events, which totaled 39 inches of snow. The DPW used 2,276 tons of salt.

WINTER SNOW OPERATIONS

YEAR	NUMBER OF EVENTS	TOTAL EVENT DURATION (HOURS)	TOTAL EVENT PRECIPITATION (INCHES)	TOTAL MAN HOURS	LABOR COST	SALT (TONS)	SALT COST
2012-2013	24	319.25	61.50	4,004	\$ 126,126	5,012	\$ 297,574
2013-2014	32	248.00	69.25	4,680	\$ 147,428	4,667	\$ 283,777
2014-2015	19	124.50	29.00	1,960	\$ 61,740	2,302	\$ 162,055
2015-2016	22	332.25	39.70	3,115	\$ 98,107	4,552	\$ 320,433
2016-2017	22	447.50	65.00	4,988	\$ 157,122	4,557	\$ 314,314
2017-2018	15	253.50	47.50	3,424	\$ 117,710	2,925	\$ 195,785
2018-2019	20	231.00	69.00	2,937	\$ 102,795	3,212	\$ 245,300
2019-2020	10	210.00	34.00	2,863	\$ 71,575	1,701	\$ 137,696
2020-2021	16	288.00	39.00	3,339	\$ 83,475	2,276	\$ 191,616



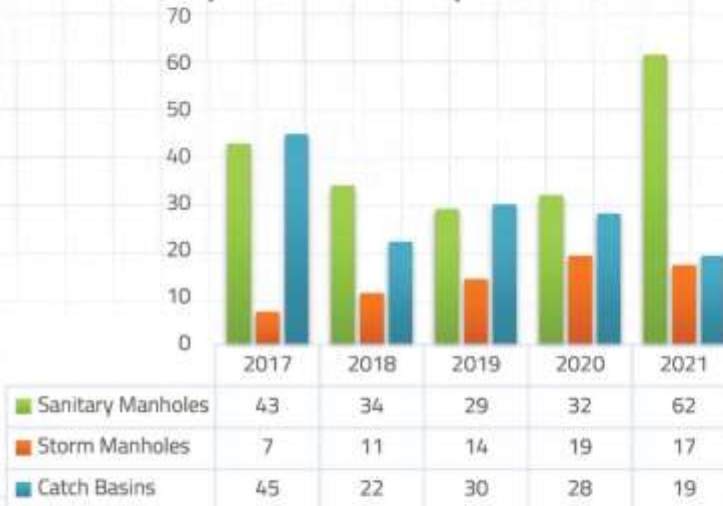
Sanitary & Storm Sewer Construction

In 2021, the Streets & Sanitation Division crews worked ahead and performed most underground repairs before the paving crew overlaying the streets.

During the 2021 construction season, the DPW replaced 62 sanitary maintenance holes. The division uses precast concrete maintenance holes as replacements. They are often replacing cream city brick maintenances holes built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.



Sanitary & Storm Sewer Replacements

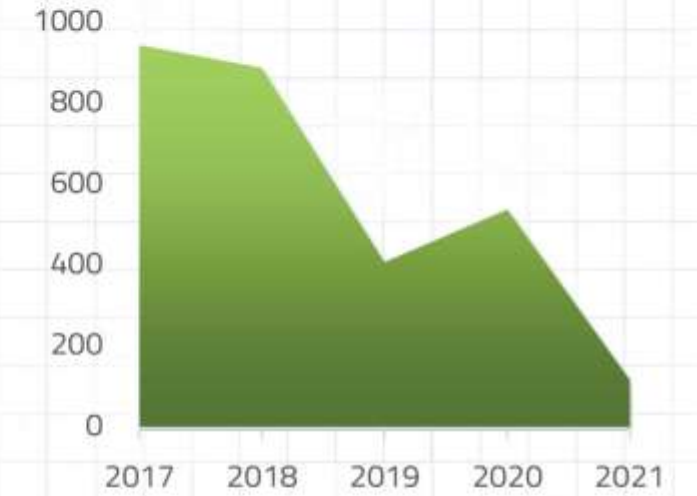


Along with replacing sanitary maintenance holes, crews also replaced catch basins and stormwater maintenance holes. Replacing the entire maintenance hole with a precast concrete one is more effective over the long term because they allow little opportunity for groundwater infiltration.

Although this process is more time-consuming, older maintenance holes constructed with block, brick, or a combination are easily infiltrated by groundwater.

Whenever possible, crews try to increase the size of the pipe when replacing catch basin leads. Unfortunately, this is not always possible because other buried utilities may conflict with the storm sewer pipe. In 2021, the DPW replaced 19 catch basins, 17 storm maintenance holes, and over 118 linear feet of storm sewer pipe.

Storm Sewer Pipe Replaced (LF)



Sanitary and Storm Sewer Maintenance

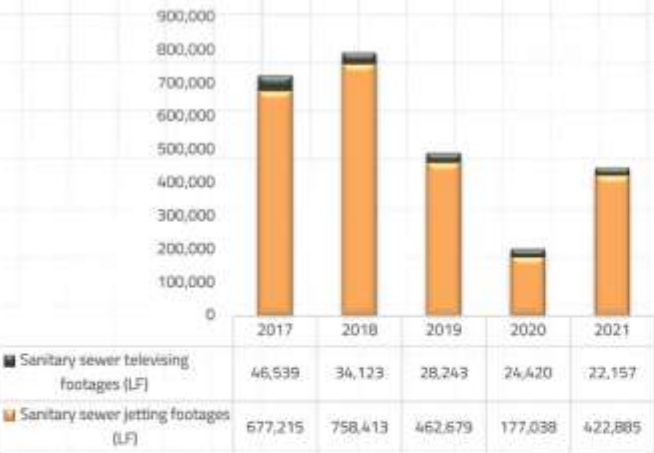
This Division performs sanitary sewer repairs through an interdepartmental budget from the Wastewater Treatment Plant. These expenses are charged against the sewer rates. The repairs are prioritized with any street resurfacing or reconstruction.

Sewer "jetting" is performed with a high-pressure water hose and is jetted through the sewer pipe to clean the inside of the pipe. Storm sewers become restricted with debris build-up such as leaves, twigs, sand, and gravel in storm sewers. Sanitary sewers have mineral deposits, grease, and roots. Sewer "jetting" alone is not sufficient to remove roots. The City hires a contractor to apply chemical-laden, thick foam to kill roots, which then decay and slough away. When debris causes the sewer to become restricted or smaller, the sewer is not capable of handling the normal flow. As a result, backwaters may occur. Sanitary sewers are the division's main concern due to the health concerns of the potential of raw sewage backing up. This explains the large disparity between the number of feet of sanitary sewer jetted versus storm sewer.

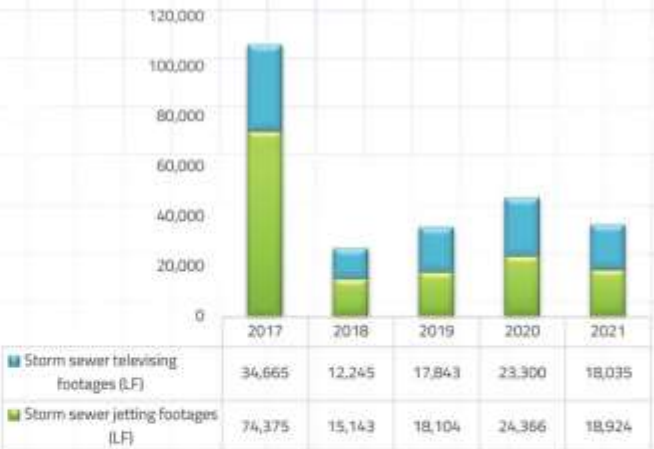


The Public Works Department owns and operates a sewer camera truck. This equipment allows the division to inspect the integrity of sewer pipe to determine its performance. As a rule, before any street resurfacing or reconstruction, the sewers are inspected to determine whether they should be replaced, lined, or remain. This practice has significantly reduced the need to excavate in newly paved streets, which is never popular or good for public relations. Also, to maintain high standards, new sewers are inspected to verify appropriate construction practices.

Sanitary Sewer Cleaning

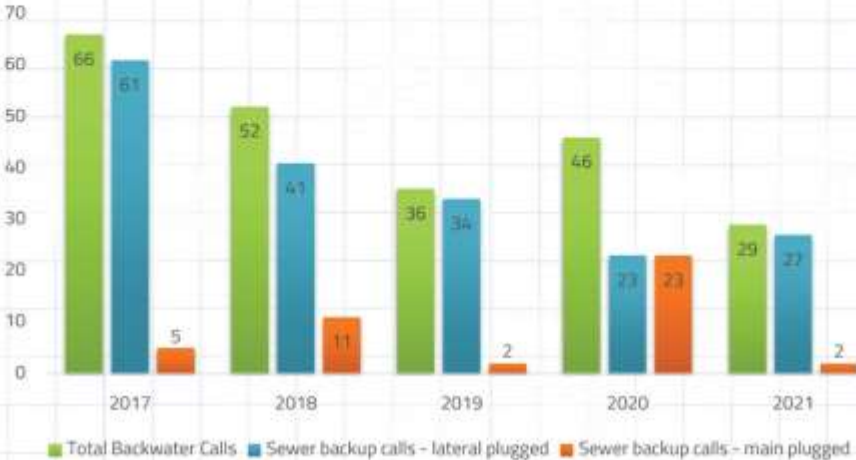


Storm Sewer Cleaning



Backwaters occur when sewage backs-up into a residence or business. There are numerous reasons why a backwater may occur. Unfortunately, most backwaters result from the property owner flushing or dumping inappropriate materials into the drains. The result is a clogged sewer lateral, which is the property owner's responsibility. At times the sewer main is clogged and must be opened and cleared for the sewage to flow again.

Sanitary Sewer Backup Response



Potential problems are removed before they can cause a backwater. In 2021, 422,885 linear feet of sanitary sewer pipe was jetted, and 22,157 linear feet were televised. There was 18,924 linear feet of storm sewer pipe jetted, and 18,035 linear feet televised. The DPW received 29 calls for backwaters, or sewer backups. Out of the 29 calls 27 were caused by the homeowner's lateral that connects the home to the sanitary sewer.

To educate the public, the division has developed an informational handout for the public on "Coping with Sewer Back-ups." It is available on the Department's web site and is personally delivered on backwater calls.

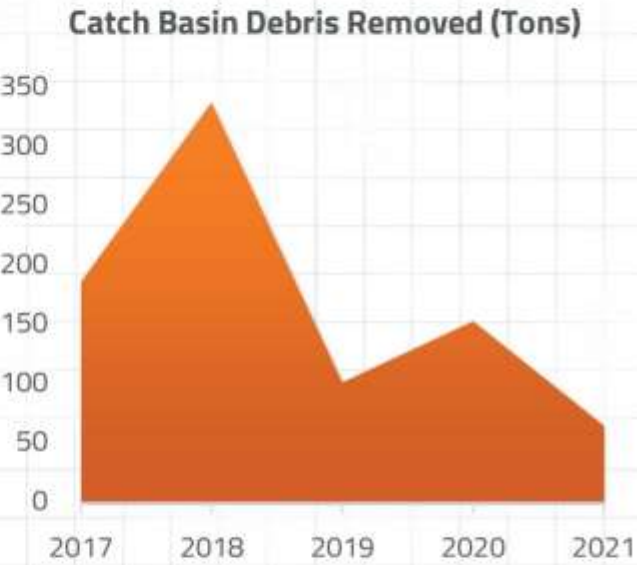
Manhole entries are performed during inspections, cleaning operations, installing monitoring equipment, and installing the camera for T.V. inspections. Every entry must have a permit that documents a confined space entry. Furthermore, two persons must be on-site during the entry for safety.

Manhole entries are very dangerous due to the potential of lethal gases and engulfment from flows. Annual training is mandatory for employees required to enter confined spaces. The City of Sheboygan has 4,852 sanitary sewer manholes and approximately 3,202 storm sewer manholes.



Stormwater Management

Due to water quality concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP) to ensure water quality. Two major BMP are street sweeping and catch basin cleaning. In 2000, the Streets Division started to systematically clean catch basins. Before this period, the Division cleaned basins only on a complaint basis. The first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2021, the DPW removed over 65 tons of debris from the catch basins.



The Engineering Division completed a comprehensive update to the Citywide Stormwater Management Plan in 2020 and is awaiting DNR approval. The Wisconsin Department of Natural Resources provided a grant to help pay the costs of contracting with a consulting engineer to help draft the update. Since it was over ten years, the plan needed a comprehensive update and incorporated new rules that the State of Wisconsin DNR is permitting for water quality initiatives. Once approved by the DNR, the Department will have a plan that will guide daily maintenance activities and provide future capital planning of major stormwater management projects within the City.

Street Sweeping

In 2000, the division revised street sweeping routes to comply with the WDNR's stormwater permit requirements. Overall, the amount of tonnages collected as part of the street-sweeping program has been fairly consistent. One change that has significantly affected the program was the requirement to dispose of the street sweeping debris in a landfill. Previously, the division used material in backfill or compost.

The DPW has three sweepers that are regenerative air/vacuum sweepers and one mechanical sweeper. During early spring, the DPW will dispatch all four sweepers for heavy sweeping. After the City has been completely swept one time, two sweepers are kept on through the rest of the year as weather permits.

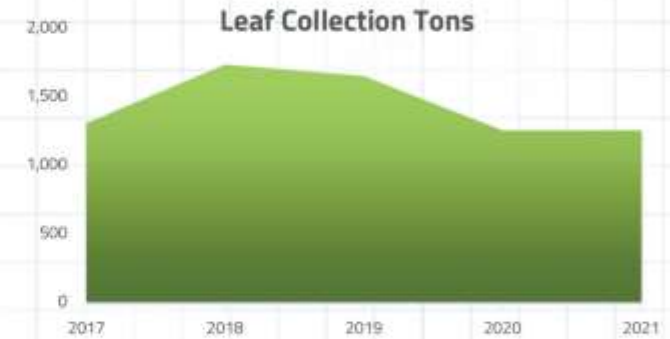
In 2021, the Department swept over 7,330 miles of curb line and removed 715 tons of debris from the City streets.

Street Sweeping



Leaf Collection

The Street Division manages the fall leaf collection program. Between October and November, the City allows residents to rake leaves into the street's parking lane to facilitate efficient collection of leaves every fall. Since the division is already performing street sweeping, it is most useful to allow the residents to rake additional leaves from their property into this designated area.



Garbage & Recycling

The Sanitation Division provides a curbside pick-up of garbage and recyclables for residential units of four or less. Every week the sanitation operators make approximately 18,000 stops or pick-ups. In 2021, the DPW collected 13,118 tons of garbage and 3,425 tons of recyclables.

prices falling; as a result, citizens are not cashing in their scrap metals and conveniently using the drop-off site. The trend in yard waste has steadily grown due to the increased awareness of the Residential Recycling Center's accessibility.

The Residential Recycling Center is a drop-off site that provides residents with a place to dispose scrap metal, yard waste, waste oil, and many other items not picked-up with curbside collection or banned from landfills. Currently, there is no charge for this service. The increase in scrap metal collected is due to the market



Material Diversion Rate
20.7%

Refuse/Recycling Curbside Collection



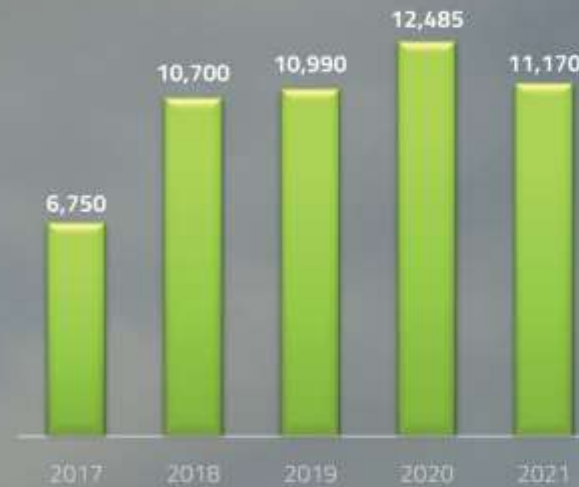
Used Tires Collected



Tons of Yard Waste Managed



Used Motor Oil Collected (Gallons)



Scrap Metal Collected (Tons)



Annual Cost to Grind Branches



FACILITIES & TRAFFIC

■ The Facilities and Traffic Division is responsible for maintaining the City's building infrastructure system including the Emergency Alert System also known as the Civil Defense Warning System.

The staff consists of 12 full-time employees and one part time employee, which are responsible for the overall preventative maintenance and repair of the heating and ventilating systems, plumbing systems, electrical equipment, and providing custodial services for City Hall and the Municipal Service Building. Staff is instrumental in reducing City costs by performing numerous services for all city departments, including City Hall, Municipal Service Building, Transit, Police Department, Senior Activity Center, and five Fire Stations.

In 2021, the Facilities and Traffic Division faced one main challenge: the COVID-19 Pandemic. The COVID-19 Pandemic created a new set of rules on how to manage facilities and the employees that occupy them. Focusing on cleaning and disinfecting, safety management, and controlling costs were at the forefront. The challenges of this pandemic continue to influence the way we conduct our business and manage our facilities.



Exterior security lighting at the Sheboygan Police Department

The division was responsible for converting **234** light poles to energy efficient LED's throughout City streets including parks; this resulted in an annual energy savings of **\$9,262**. Other LED conversions included installing exterior security lighting at the Sheboygan Police Department.



Traffic

The division is responsible for the design, maintenance, and repair of all city-owned traffic control systems, signs, markings, and devices. This division is divided into signs and paint and electrical, both working in conjunction with each other to keep our roadways safe to travel. The division is also responsible for installing, removing, and maintaining all festive decorations throughout the City of Sheboygan.

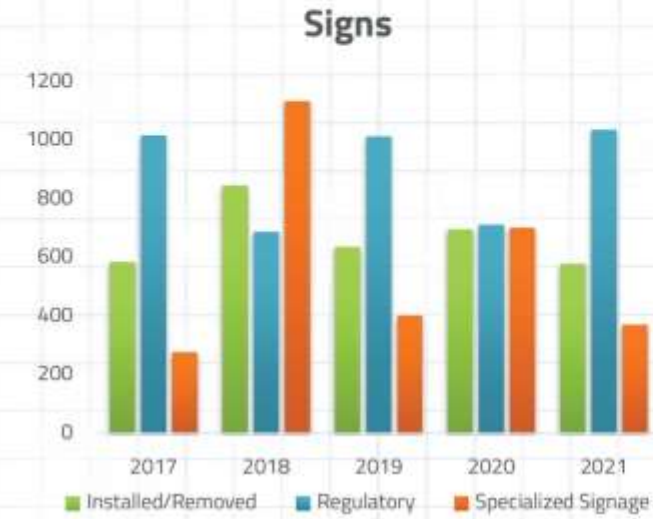


The signs and paint crew, which consists of four full time employees, is responsible for all City street signs and painted traffic markings; such as centerlines, stop bars, crosswalks, and turn arrows.

The City of Sheboygan has approximately 30,000 signs, ranging from stop signs, street name signs, speed limit signs, no parking signs, and custom way finding signs. City of Sheboygan signs are designed, fabricated, and installed in-house using a computerized plotter and multi-color heat transfer printing system, which can create custom indoor/outdoor signage. The signs and paint crews fabricate signs for many departments citywide including the Mayor's Office, Fire and Police, Maywood, Parks, Wastewater Treatment Plant, Motor Vehicle Division, and other outside agencies. The employees also work closely with Shoreline Metro in supplying them with custom signage along with installing and replacing parking meters.

The signs and paint crew maintain crosswalks at 405 different locations throughout the city and 195 traffic arrows at 72 different locations. The centerline painting is contracted with the Sheboygan County Highway Department, which has the specialized equipment for this procedure. With the help of city employees, this process takes approximately two weeks to complete.

In 2021, the employees line striped a total of **98.7** miles of white and yellow paint, which equates to **1,955** gallons of paint in the process. To get the reflectivity of the centerlines **11,740** pounds of glass beads were added in the painting procedure. Adding to those paint totals, the Division used **855** gallons of paint to enhance the pedestrian crosswalks, stop bars, and traffic arrows.



Notable projects for 2021 include reestablishing 18 miles of bike lane lines throughout the City of Sheboygan, the second phase of this project will be completed in 2022, which will include enhancing the "shared roadway" markings.



Working with multiple departments, local and federal, we were able to create, design, and install "Speed Restriction" signs on the Navigational Aid Pole on the United States Coast Guard's property. This location was chosen because it informed the mariners entering and exiting the Sheboygan River system of the reduced speed.

Another notable project included fabricating and installing bike path signs alongside a newly established bike path through Kiwanis Park. The Division also worked with Sheboygan and Fond du Lac Counties Planning Departments on extending the Old Plank Trail signs on the newly developed trail system along State Hwy 23's expansion project. To create uniformity, the Fond du Lac trail signs differed in color and displayed the Fond du Lac logo. Our last project, in Fall, entailed the layout and painting 75 parking stalls in the parking lot of the new Humane Society of Sheboygan County.

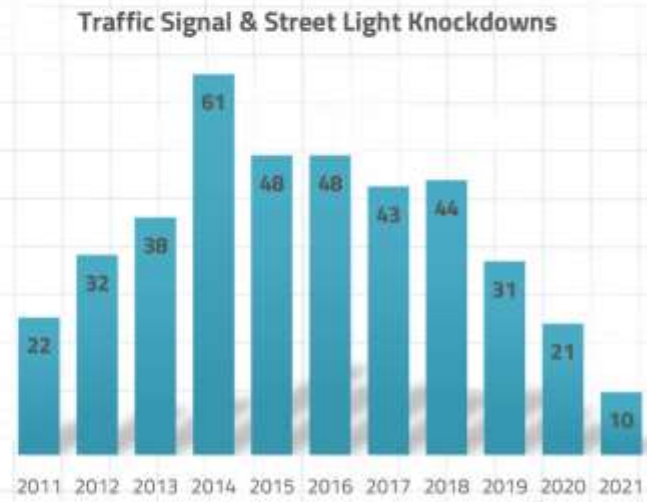


The electrical crew consists of two full time Journeyman Electricians. The electricians are responsible for the design, installation, maintenance, and repair of all city-owned electrical systems to include city owned buildings, installation of data cabling, traffic signaling and coordination, street lighting, pathway lighting, parking lot lighting, and our park system, which also includes ball diamond lighting.

These employees install, repair, and maintain 42 signalized intersections, seven red flashing signals, and two yellow flashing signals. In addition to the traffic signals, the city owns and maintains over 2,700 streetlights, 505 pathway lights, parking lot lights, and 1,380 lights in our park system. The division is also responsible for the design and layout of newly installed lighting throughout the city.

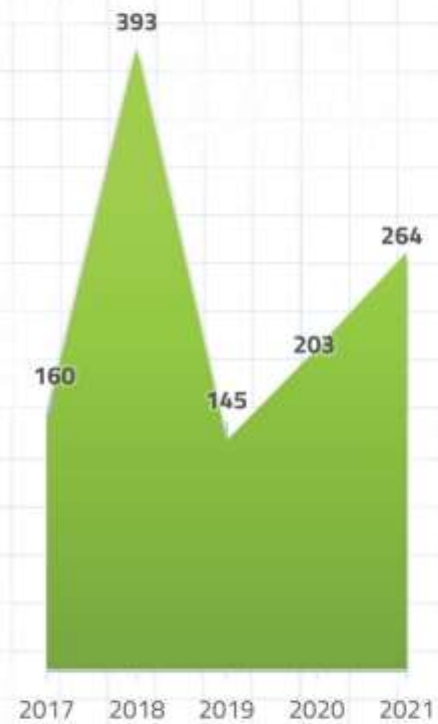
Annually, the employees test all the traffic controllers, which contains the program for that individual intersection, and conflict monitors, which monitor for any faults in the system, to ensure they are operating correctly.

Electricians respond to knockdown situations both day and night. The severity and complexity of each incident varies from one incident to another. Damage from these incidents to city owned property ranges from \$1,000 to over \$90,000 per incident. Almost 100% of the repairs are completed by the division.



As a part of a five-year Capital Improvement Project, the division updated and installed 44 new LED Lumec light poles on 8th Street from Center Avenue to Virginia Avenue to include the side streets. Along with updating the light poles, we replaced all underground wiring and overcurrent protection. Once completed, the project will convert 264 Sternberg light poles to energy efficient Lumec light poles with an annual energy savings of \$7,195.

LED Street Lighting Conversion



The division also retro-fit 190 Phillips-Gardco Street light fixtures to energy efficient LED's which results in an annual energy savings of \$8,090.



Facilities

Updates to the Municipal Service Building, constructed in 1966, are ongoing and included completing the new women's bathroom, locker room, and shower area and updating the men's shower room in early 2020.

Part of our 2021 Capital Improvement Project for the Municipal Service Building was delayed due to combining the engineering costs with a closely related 2022 CIP project. The 2021 CIP project, replacing the Municipal Service Building generator, and the 2022 CIP project, updating the Municipal Service Building electrical panels, were engineered together because they complimented each other in terms of the work that had to be performed by an electrical contractor. Furthermore, this saved the City \$10,000 in engineering costs. Engineering was completed in 2021 and the work will commence in 2022.

The COVID-19 Pandemic was a significant impact to the current facilities in 2020 and many modifications were made. The Municipal Service Building Business Office required a new protective barrier installed on the counter top to reduce the contact between employees and citizens. Additionally, three barriers were added to City Hall at the Finance counter, Planning & Development counter, and Clerks counter. These barriers were



all custom fabricated and installed by division personnel. A total of 12 contact-less hand sanitizing stations were installed between City Hall and the Municipal Service Building.

There were numerous challenges when creating signage to clearly communicate to citizens entering the facilities. Significant amounts of information pertaining to social distancing and traffic flow made creating signs difficult because each situation was highly specialized. Citizens and employees also needed to be reminded to have minimal contact with surfaces to help prevent the spread of COVID-19 throughout each of the facilities.

Sanitizing both facilities per CDC standards takes a significant number of man-hours and required additional purchases of specialized product and equipment. For example, after a socially distanced meeting, employees must go in to sanitize the conference rooms or gathering areas. This occurs on a daily basis to mitigate the spread of the COVID-19 virus. Employees must be diligent to give adequate time for the sanitizing solution to eliminate the virus from hard surfaces before another meeting can be held.

The challenges of this pandemic will influence the way we conduct our business and manage our facilities throughout the upcoming year.



MOTOR VEHICLE

The Motor Vehicle Division is responsible for maintaining the Department's fleet of equipment.



This division is unique, as it operates as a self-supporting, or enterprise, fund within the city budget. The Motor Vehicle fund is used to account for the central automotive equipment operations, which includes the purchasing, dispatching, repair, and maintenance of vehicles and motorized equipment used by the department.

The Motor Vehicle Division is primarily responsible for repairs and preventative maintenance on vehicles and equipment operated by the Department of Public Works and Fire Department.

Preventative maintenance for the fleet of more than 100 over road vehicles and an additional 200 off road pieces of equipment takes up the majority of the employee's time. This covers all the vehicles that the Department of Public Works



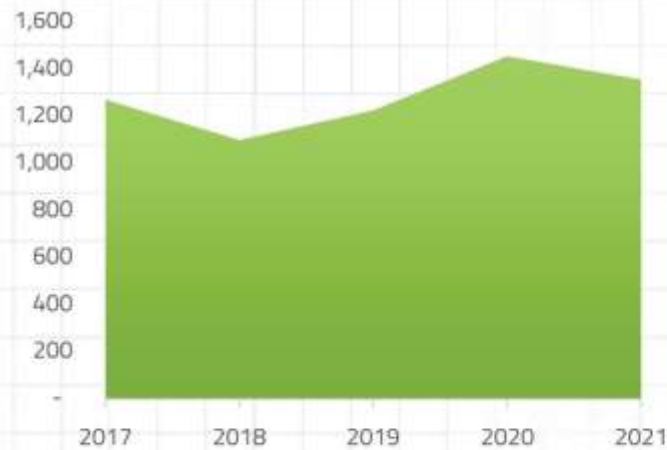
uses, including the garbage trucks, plow and construction trucks, bucket trucks, mowers, etc. Work orders are consistently escalating due to the increasing age of the fleet. This has resulted in the Department of Public Works entering into a lease and maintenance agreement with Enterprise Fleet Management for all light duty trucks, one ton and under. This lease agreement will considerably reduce the age of the fleet, equipment downtime, work orders and give us the ability to better maintain the rest of the existing fleet. Due to supply chain shortages these vehicles will not arrive until the spring of 2022.

Annually, two employees are sent to Fire Apparatus Training, however the past two years, the COVID-19 Pandemic has impacted the divisions ability to send employees. The training is crucial because all

Motor Vehicle employees need the training courses to service the highly specialized vehicles used by the Fire Department. Our hopes are that class availability will resume in 2022.

Starting in 2018, the Motor Vehicle Division adopted the 5S Methodology to create a clean, organized, efficient, and safe work environment. The program has been a success and in 2021 it was implemented in the stockroom or Central Stores Inventory. The division's inventory was reorganized, cleaned, and eliminated of overstock and unsellable items. This will make the implementation of the new EAM software scheduled for 2022 much more efficient, resulting in a quality finished product.

Work Orders Processed



+ 2021 Age of Fleet (Years)

11.5



WASTEWATER TREATMENT

The Wastewater Treatment Division's mission is to protect public health and the environment by providing reliable and cost efficient wastewater collection and treatment services. The Wastewater Treatment Plant (WWTP) is owned and operated by the City of Sheboygan. It provides wastewater treatment for the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Sheboygan, and Town of Wilson.

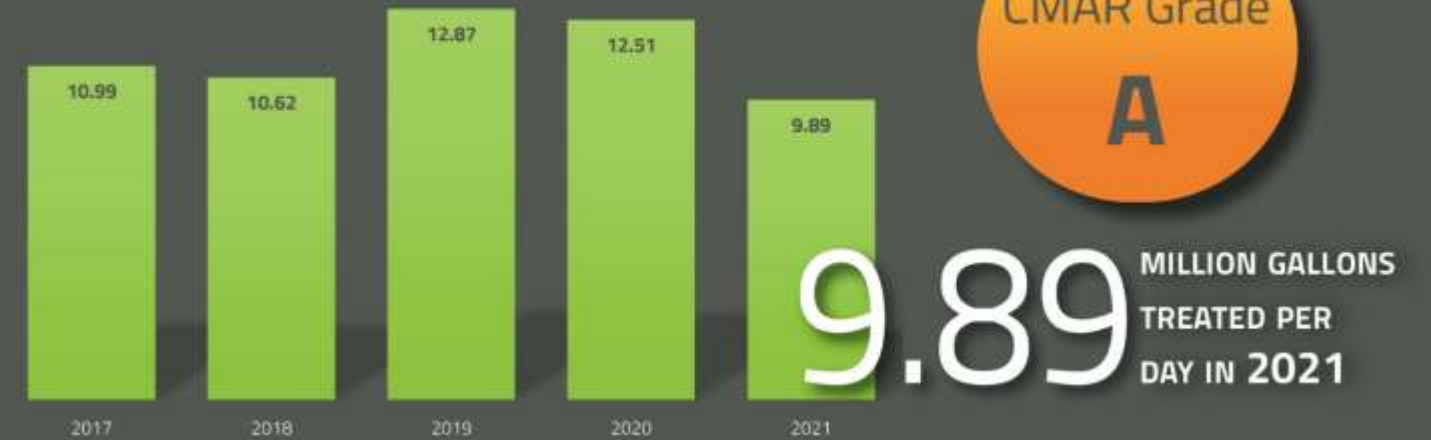
Goals for the Wastewater Treatment Division include:

- Meet all compliance and reporting obligations for wastewater, air emissions, and bio-solids reuse.
- Maintain the infrastructure of the wastewater system in a sustainable and fiscally responsible manner.
- Empower the employees to develop and implement practices which will optimize the process and continuously improve equipment reliability.
- Update and implement the long term facility plan, through effective planning and project execution.
- Work with industrial customers to effectively meet all compliance obligations in a cost effective manner.
- Use new technologies to improve the process and reduce operating costs.



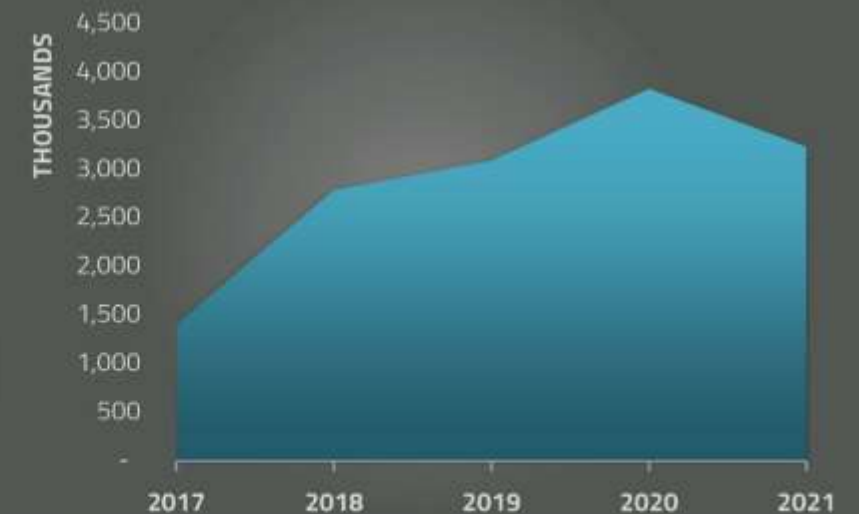
The WWTP is a conventional activated sludge wastewater treatment facility which utilizes enhanced biological nutrient removal to reduce total phosphorous and total nitrogen levels in the final effluent. The plant process includes primary treatment, secondary treatment (activated sludge) followed by effluent disinfection and de-chlorination prior to discharging to Lake Michigan. Sludge generated by the facility is stabilized using anaerobic digestion, after which the material is dried to less than 10 percent moisture at a temperature above 180°F to produce a Class A bio-solids material. This material is then sold to a customer who uses it to enhance the nutrient and organic value of top soil. Gases produced from the digestion of sludge are used for process heat to dry the bio-solids and heat the facility's buildings.

Average Flow Million Gallons/Day



Total Dried Biosolids Produced (lbs)

3,607 MG
OF WASTEWATER
TREATED IN 2021



There were many significant accomplishments in 2021. The following is a list of the most important items completed during the year by plant staff:

- Completed lockout forms for all digesters, clarifiers and aeration basins.
- Rebuilt line shaft for Raw Influent Pump #3.
- Rebuilt RAS pump #2.
- Installed a 16" flow meter at North Avenue Lift station to remove a discharge line restriction.
- Rebuilt West Influent Screen and installed new controls to improve screen operation.
- Set up DG Boiler to operate off of both Digester and Natural Gas.
- Installed air flow meters on both aeration trains to monitor blower performance and air distribution.
- Installed new security software and updated the security system.
- Cleaned and inspected Digester #7.
- Optimized disinfection system in preparation for meeting the new E. coli limit which goes into effect in 2022.
- Demolished and scrapped gas turbines.
- Rebuilt #1 pump at North Avenue Lift Station.
- Rebuilt #3 pump at Indiana Avenue Lift Station.



Primary Clarifier #4 and Final Clarifier #2 Drive Replacement

Completion: August 2021

Project Description: Primary Clarifier #4 and Final Clarifier #2 were taken off line to be cleaned and inspected. In the photo to the right of Primary Clarifier #4, there is a drive that was removed and replaced



in the center. Final Clarifier #2 also had the drive removed and replaced. In addition, the rake arms and stilling wells were repaired, the rake arm coating was touched up, and the construction joints for the concrete tanks were replaced. A scum box was added to Primary Clarifier #4 to capture floating debris.



Touch up painting in Final Clarifier #2, showing corrosion on the stilling well



New scum box installed on Primary Clarifier #4



Influent Building HVAC Replacement

Completion: February 2022

Project Description: Two new HVAC units were purchased and are in the process of being installed to provide adequate ventilation for the grit room and influent wet well. All of the old duct work and HVAC equipment was demoed and the new units are in the process of being installed with new ductwork and controls. This project is expected to be completed by February 2022.



Blower # 4 Replacement

Completion: April 2022

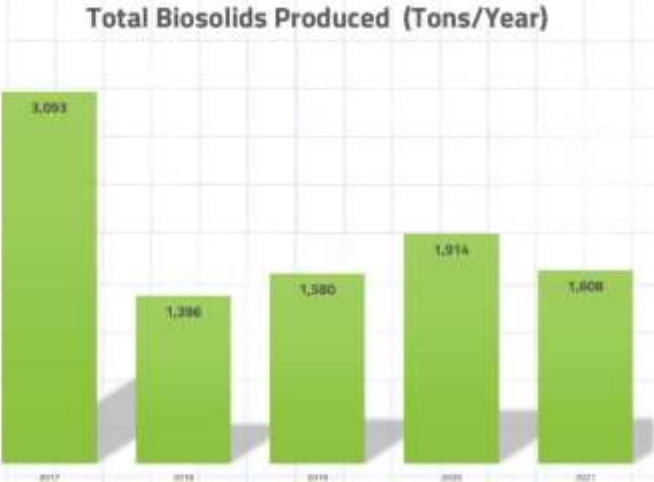
Project Description: The new aeration blower was purchased to replace an old unit which had been out of service for a number of years. The new unit is a dual core unit with two individual 200 Hp blowers installed within the same enclosure to provide a small footprint. The new units will be more efficient than the existing Turblex, and will be set up to automatically start and stop based on system requirements. This project is expected to be complete by April 2022.

Annual Bio-solids Production

Screw press cake solids were down slightly averaging 21.6% in 2021 as compared with 22.3% in 2020. This reduction was primarily due to the work that was done to reduce polymer consumption where significant strides have been made since 2019, reducing polymer consumption/ton by 30%. During 2021, we eliminated one screw press wiper change, saving approximately \$9,000 annually, we reduced polymer consumption/ton by an additional 6.2% and for the first time in many years, we completely emptied our sludge storage tanks.

Challenges for 2022 include improved monitoring of screw press filtrate to track loadings from the dewatering operation and determine the impact of these streams on the treatment system, trialing a new screw press sludge supply pump to improve reliability and minimize maintenance costs,

automating our waste sludge system to better control plant sludge age and ensuring compliance with the new E. coli limit which takes effect on March 31, 2022.



Industrial Pre-Treatment Program

Each of the 15 permitted Significant Industrial Users (SIU) complete wastewater sampling and laboratory analysis for a specific list of parameters set by the Environmental Protection Agency (EPA) and the Sheboygan Regional WWTP semi-annually. Each Industry must meet their individual permit limits, which are regulated through the facilities pre-treatment program per WDNR and EPA Regulations. In 2021, two industries received a letter of Notice of Non-Compliance (NON). No industries were determined to be in Significant Non-Compliance (SNC).

Each permitted industry received an Annual Site Inspection (ASI) during 2021. There was one Industrial Wastewater Permit reissued in 2021.



Laboratory

The on-site laboratory is responsible for the analysis of all conventional pollutants including Total Suspended Solids (TSS), Carbonaceous Biochemical Oxygen Demand (CBOD5), Total Phosphorous, Ammonia, Total Chlorine, pH, and Temperature. There is one primary analyst and two operators who are trained to perform the analysis when the primary analyst is off. Of the conventional pollutants analyzed, only a small number of samples were completed by a contract laboratory. For 2022, the laboratory will be focused on a laboratory audit scheduled for the first quarter, improving our process control data, and stream lining our data in a more organized manner.

As a part of the WI DNR permit the Wastewater Treatment Plant has to abide by certain permitted levels in the final effluent. In 2021, the Sheboygan Regional Facility used the following percentages of permitted levels:

- **11.8 %** of the Carbonaceous Biochemical Oxygen
- **12.6 %** of the Total Suspended Solids
- **35.5 %** of the Total Phosphorous
- **17.6 %** of the Ammonia

