CITY OF DE PERE

PROJECT 24-14

FRENCH ROAD WATER MAIN RELOCATION

BID DATE: JUNE 13, 2024 @ 1:00 PM

Bid documents, including plans and specifications, are available for download at www.QuestCDN.com. The QuestCDN website can also be accessed through the City website at www.deperewi.gov/projects or by pressing the Projects icon at the bottom of any City website page. Download cost is \$22 for each contract. Bidders will be charged an additional fee of \$42 to submit a bid electronically. Bidding documents may be viewed on the QuestCDN website or at the Municipal Service Center, 925 S. Sixth Street, De Pere, WI 54115.

Bid Tabs must be verified by staff prior to posting and will be available for viewing on the website within 7 days following the bid opening. Award information will be pending until approved by the Common Council.

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MAY 24, 2024 - MAY 31, 2024

CITY OF DE PERE

ADVERTISEMENT TO BID

PROJECT 24-14

FRENCH ROAD WATER MAIN RELOCATION

Online bids will be received and accepted for Project 24-14 French Road Water Main Relocation via the online electronic bidding service through QuestCDN.com, until 1:00 PM, Thursday, June 13, 2024, at which time they will be publicly accepted, displayed and read aloud.

Project 24-14 for which proposals are being sought includes the following approximate quantities:

- 1,500 LF New Water Main (8-inch to 12-inch) and associated appurtenances
- Erosion Control & Restoration
- Traffic Control and Flagging

Complete digital project bidding documents are available for viewing and/or downloading at www.QuestCDN.com or may be examined at the office of the Director of Public Works. Digital plan documents may be downloaded for \$22 by inputting Quest project #9141364 on Quest's Project Search page. Project documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid. Bidders will be charged an additional fee of \$42 to submit a bid electronically. The QuestCDN website can also be accessed through the City website at www.deperewi.gov/projects or by pressing the Projects icon at the bottom of any City website page. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions.

Each proposal shall be accompanied by a bid bond in an amount equal to five percent (5%) of the bid, payable to the City of De Pere, as a guarantee that if the bid is accepted, the bidder will execute a contract and furnish a contract bond as set forth in the General Conditions of the City of De Pere. In case the bidder fails to file such contract and bond, the amount of the bid bond shall be forfeited to the City of De Pere as liquidated damages.

The letting of the contract is subject to the provisions of the following Wisconsin Statutes:

Section 62.15 regarding Public Works.

Section 66.0901(3) regarding Prequalification of Contractor.

Each bidder shall pre-qualify by submitting proof of responsibility on forms furnished by the Director of Public Works. Such forms shall be filed with the Director of Public Works no later than 4:00 PM, Monday, June 10, 2024. Prospective bidders who have previously submitted such forms subsequent to January 1, 2024 will not be required to separately submit such forms for this project.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interest of the City of De Pere.

Dated this 24th day of May 2024.

Board of Public Works City of De Pere Eric Rakers, P.E. City Engineer

Project 24-14

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below: None

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding documents in the number and for the deposit sum, if any, stated in the Advertisement to Bid may be obtained as stated in the Advertisement for bids.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner, in providing the Bidding Documents on the terms stated in the Advertisement for Bids, does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 In accordance with Section 66.0901(3), each bidder shall pre-qualify by submitting proof of responsibility on forms furnished by the Director of Public Works. Such forms shall be filed with the Director of Public Works as stated in the Advertisement for Bids. Prospective bidders who have previously submitted such forms after January 1st of this year will not be required to separately submit such form for this project.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

- 4.1 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in the General Conditions.
- 4.2 Underground Facilities
 - A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- 4.3 Subsurface and Physical Conditions
 - A. The technical data includes:
 - Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except underground Facilities).
 - 3. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
 - B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Contractor may not rely upon or make any claim against Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 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; or
 - 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.
- 4.4 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. 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. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.5 Reference is made to Section 01 10 00: Summary of Work, for work that will be completed and for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other portions thereof related to price) for such other work.
- 4.6 It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Obtain and carefully study (or accept consequences of not doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- E. Agree at the time of submitting its Bid that 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(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- F. 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;
- G. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with 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; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and, procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - SITE AND OTHER AREAS

5.1 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in

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the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.1 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 mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten 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.
- 6.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner and Engineer.

ARTICLE 7 - BID SECURITY

- 7.1 A Bid shall be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions. Submittal of a Bid Bond on a form other than the Bid Bond form included in the Bidding Documents may be cause for rejection of Bid. The fully executed bid bond must be uploaded into QuestCDN. If the bidder elects to furnish bid security other than a bid bond, the bid security must be submitted in a sealed envelope enclosed in a separate package plainly marked on the outside with the notation "BID SECURITY" along with the project number and name and addressed to the Board of Public Works of the City of De Pere, Municipal Service Center, 925 S. Sixth Street, De Pere, WI 54115 prior to the deadline for submission of bids.
- 7.2 The Bid security of the Successful Bidder will be retained until 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 returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner per the General Conditions.
- 7.3 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 8 - CONTRACT TIMES

8.1 The number of days within which, or the dates by which, Milestones are to be achieved and the

French Road Water Main Relocation

Work is to be substantially completed and ready for final payment are set forth in the Bid Form and Summary of Work.

ARTICLE 9 - LIQUIDATED DAMAGES

9.1 Provisions for liquidated damages are set forth in the General Conditions.

ARTICLE 10 - SUBSTITUTE AND "OR-EQUAL" ITEMS

10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Bid Form and Summary of Work.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1 The Bidder shall submit with the Bid to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable 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.
- 11.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposed to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.
- 11.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 12 - PREPARATION OF BID

- 12.1 The Bid form is included with the Bidding documents.
- 12.2 All blanks on the Bid Form shall be completed by printing in ink or by typewrite and the Bid signed in

5/24/2024 00 21 13-5 Instructions to Bidders

French Road Water Main Relocation

ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each alternative, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

- 12.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporations shall be shown below the seal.
- 12.4 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 official address of the partnership shall be shown below the signature.
- 12.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 12.6 A Bid by an individual shall show the Bidder's name and official address.
- 12.7 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 12.8 All names shall be typed or printed in ink below the signatures.
- 12.9 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 The address and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID; COMPARISON OF BIDS

13.1 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accord with the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in

French Road Water Main Relocation

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. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 14 - SUBMITTAL OF BID

- 14.1 A Bid shall be submitted no later than date and time prescribed and at place indicated in Advertisement for Bids and shall be submitted electronically using the QuestCDN online bidding vBid platform. No paper bids will be accepted.
- 14.2 See Bid Form for a list of documents typically required to be submitted with the Bid.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

- 15.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.2 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, 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 16 - OPENING BIDS

16.1 Bids will be opened as indicated in the Advertisement to Bid. The bid opening can be viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows: Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/228673525

You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

Access Code: 228-673-525

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://meet.goto.com/install

ARTICLE 17 - BIDS REMAIN SUBJECT TO ACCEPTANCE

17.1 All bids will remain subject to acceptance for the period of time stated in the General Conditions, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 18.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.3 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 Form or prior to the Notice of Award.
- 18.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Supplier, and other individuals or entities proposed for those portions of the Work for which the identify of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 18.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 18.6 Bidder agrees to waive any claim it has or may have against the Owner and the respective employees arising out of or in connection with the administration, evaluation or recommendation of any Bid.
- 18.7 If the Contract is to be awarded, Owner will award the Contract to the lowest responsible responsive Bidder whose Bid is in the best interests of the Project.

ARTICLE 19 – CONTRACT SECURITY AND INSURANCE

19.1 The General Conditions set forth Owner's requirements as to performance and payment bonds and

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insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and a certificate of insurance.

ARTICLE 20 – SIGNING OF AGREEMENT

20.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

END OF SECTION

5/24/2024 00 21 13-9 Instructions to Bidders

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 24-14

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Thursday June 13, 2024 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
	· · · · · · · · · · · · · · · · · · ·
BASIS OF BID:	
Bidder will complete the Work in acco	rdance with the Contract documents for the following price(s):
As stated in the attached Unit Price Bi	d Schedule.
Unit Prices have been computed in ac	cordance with the General Conditions.
_	quantities are not guaranteed, and are solely for the purpose of t for all Unit Price Bid items will be based on actual quantities, ct Documents.
TOTAL B	SID PRICE: \$

00 41 13-1 **Bid Form** 5/24/2024

French Road Water Main Relocation

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:			
A.	Required Bid Security		
B.	Unit Price Bid Schedule	(Section 00 41 43)	

	C. D.	Proposed Products Form Tabulation of Subcontractors	(Section 00 43 33) (Section 00 43 36)
BID SU	IBMITT	AL	
This Bi	d is sub	omitted by	of,
The Bi	dder, be	eing duly sworn, does dispose that they are a	n authorized representative of
Bidder	, if Bido	ler is:	
	<u>An Ind</u>	<u>lividual</u>	
	Name	(typed or printed):	
	Ву:	(Individual's signature	
	Doing		
		business as:	
		nership	
		ership Name:	
	БУ	(Signature of general partner – attac	h evidence of authority to sign)
	Name	(typed or printed):	
	A Corp	<u>poration</u>	
	Corpo	ration Name:	
	State	of Incorporation:	
	Туре (General Business, Professional, Service, Limit	ed Liability):
	Bv:		

5/24/2024 00 41 13-2 Bid Form

(Signature – attach evidence of authority to sign)

French Road Water Main Relocation

Name (typed or printed):	
Title:(CORPORATE SEAL)	
(CORPORATE SEAL)	
Attest	
Date of Qualification to do business in Wisconsin is/	
Joint Venture	
Name of Joint Venture:	
First Joint Venturer Name:	(SEAL)
Ву:	
By:(Signature of first joint venture partner – attach evidence of authority	to sign)
Name (typed or printed):	
Title:	
Second Joint Venturer Name:	(SEAL)
Ву:	
(Signature of second joint venture partner – attach evidence of author	ity to sign)
Name (typed or printed):	
Title:	
(Each joint venturer must sign. Manner of signing for each individual, partner that is a party to joint venture should be in manner indicated above.)	•
r's Business Address	
e No Fax No	
I	
NITTED on, 20	
Contractor License No(if applicab	(ما

SECTION 00 41 43

CITY OF DE PERE

PROJECT 24-14

BID SCHEDULE – UNIT PRICE

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID	
SANITA	SANITARY SEWER					
SS-01	Raise Sanitary Sewer Manhole	LS	1	\$	\$	
STORM	SEWER					
ST-01	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$	\$	
WATER	MAIN					
W-01	Provide 12" PVC Water Main (Granular Backfill)	LF	170	\$	\$	
W-02	Provide 12" PVC Water Main (Natural Backfill)	LF	1380	\$	\$	
W-03	Provide 8" PVC Water Main (Natural Backfill)	LF	15	\$	\$	
W-04	Provide 2" Corporation with Plug/Cap with 2" Galvanized Pipe	EA	1	\$	\$	
W-05	Provide 12" Gate Valve	EA	4	\$	\$	
W-06	Provide 8" Gate Valve	EA	1	\$	\$	
W-07	Provide 6" Gate Valve	EA	3	\$	\$	
W-08	Provide Connection to Existing Water Main	EA	3	\$	\$	
W-09	Provide Hydrant (6.5' Bury)	EA	1	\$	\$	
W-10	Provide Hydrant (6.0' Bury)	EA	1	\$	\$	

Project 24-14 French Road Water Main Relocation

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID	
WATER	WATER MAIN CONTINUED					
W-11	Provide Hydrant (5.5' Bury)	EA	1	\$	\$	
W-12	Provide Temporary Hydrant Extension (2.5 Feet)	EA	1	\$	\$	
W-13	Provide 6" PVC Hydrant Lead	LF	30	\$	\$	
W-14	Abandon/Remove Water Main and Appurtenances	LS	1	\$	\$	
STREET	AND DRAINAGE		ı	· ———		
SD-01	Unclassified Excavation (Fill Around Hydrants)	LS	1	\$	\$	
SD-02	Provide Temporary 12" Crushed Aggregate Base Course Restoration	SY	300	\$	\$	
SD-03	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	65	\$	\$	
SPECIAL	CONSTRUCTION					
SC-01	Provide Silt Fence	LF	200	\$	\$	
SC-02	Polystyrene Insulation Board	LF	15	\$	\$	
SC-03	Traffic Control	LS	1	\$	\$	
SC-04	Traffic Control French Road Flagging	LS	1	\$	\$	
TOTAL AMOUNT BID:					\$	

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRES	ENTS: That		
as Principal, hereinafter called P	rincipal, and		
as Surety, hereinafter called Scorporation of the State of Wisc		r called City, in the amo	
payment whereof Principal and and assigns, jointly and severally			
WHEREAS, Principal has made a incidentals necessary to comple prepared by the Director of Pub is hereinafter referred to as the	te the work of Project 24-14 lic Works of said City, which I	in accordance with dra	wings and specifications
NOW, THEREFORE, THE CONDI contract for said project and F obligation shall be null and void	Principal shall enter into a o	ontract in accordance	with the BID, then this
1. The liability of Su	rety shall in no event exceed	the penalty of this bon	d.
	or proceedings, in equity bro der shall be executed within	_	
Signed and sealed this	_ day of	_, 20	
In the presence of:			
WITNESS	PRINCIPAL	(SEAL)	-
WITNESS	SURETY	(SEAL)	-

City of De Pere

SECTION 00 43 33

PROPOSED PRODUCTS FORM

The following is a list of material, type or model numbers and manufacturers used in the preparation of this proposal and to be used on this project:

<u>ITEM</u>	MATERIAL	SUPPLIER
Valves		
Hydrants		
Water Main	PVC	

5/24/2024 00 43 33-1 Proposed Products Form

SECTION 00 43 36

TABULATION OF SUBCONTRACTORS

The following information is submitted which gives the name, business address, and portion of work for each subcontractor that will be used in the work if the bidder is awarded the contract, and no subcontractor doing work in excess of one-half of one percent of the total amount of the bid and who is not listed will be used without the written approval of the Engineer. Additional numbered pages outlining this portion of the proposal may be attached to this page.

PORTION OF WORK	BUSINESS NAME	BUSINESS ADDRESS

SECTION 00 51 00

NOTICE OF AWARD

(Contractor)				
Contract	or Name)			
(<mark>Address)</mark>				
(Address)				

Project Description: 24-14 French Road Water Main Relocation

The City has considered the proposal submitted by you dated (BID DATE) for the above-described project in response to its Advertisement for Bids dated May 24, 2024 and May 31, 2024.

You are hereby notified that the Common Council of the City of De Pere has accepted your bid of (Contract Amount \$.00).

You are required to execute the Contract and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City.

Dated this	day of	2024.		
		DEPARTM	ENT OF PUBLIC WORKS	5
		BY: Eric P. Ral City Engir	· ·	
		ACCEPTANCE OF	NOTICE	
Receipt of the a	above NOTICE OF A	WARD is hereby acknow	ledged by:	
		, this the	_ day of	, 20
Ву:				
Title:				

SECTION 00 52 13

CONTRACT

This Contract, made and entered into this day	(date to be affixed by City), by and
between (Contractor Name), hereinafter called Contractor,	, and the City of De Pere, a municipal corporation
of the State of Wisconsin, hereinafter called City.	
WITNESSETH: That, in consideration of the covenants and	d agreements herein contained, to be performed
by the parties hereto, and of the payments hereinafter agree	eed to be made, it is mutually agreed as follows:
ARTICLE I - SCOPE OF WORK	

The Contractor shall furnish all materials and all equipment and labor necessary, and perform all work shown on the drawings and described in the specifications for the project entitled 24-14 French Road Water Main Relocation, all in accordance with the requirements and provisions of the following documents, which are hereby made a part of this Contract:

- (a) Advertisement for Bids, dated May 24, 2024 and May 31, 2024.
- (b) Drawings designated for Project 24-14 French Road Water Main Relocation dated May 24, 2024.
- (c) City of De Pere 2024 Construction Specifications.
- (d) Special Provisions dated May 24, 2024.
- (e) Proposal submitted by (Contractor Name) dated Bid Date.
- (f) Addenda No. dated

ARTICLE II - TIME OF COMPLETION

- (a) The work to be performed under the Contract shall be commenced within (number spelled out) (__) calendar days after receipt of written notice to proceed. The work shall be completed within (Number spelled out) (__) calendar days) or (specific calendar dates) after receipt of Notice to Proceed.
- (b) Time is of the essence with respect to the date of completion herein above stated. Failure to complete the work within the number of calendar days stated in this Article, or interim dates included in the work sequence in Section 01 10 00, Summary of Work, including any extensions granted thereto, shall entitle the City to deduct from the monies due the Contractor an amount equal to Update based on 00 70 00 General Conditions (Page 26)(\$) per day for each calendar day of delay in the completion of the work. Such amount shall be considered and treated not as a penalty but as liquidated damages, which the City will sustain, by failure of the Contractor to complete the work within the time stated.

ARTICLE III - PAYMENT

- (a) The Contract Sum. The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- (b) Progress Payments. The City shall make payments on account of the Contract as follows:
 - 1. On not later than the fourth Friday of every month the Contractor shall present to the City an invoice covering an estimate of the amount and proportionate value of the work done as verified by the City under each item of work that has been completed from the start of the job up to and including the fourth Friday of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with such supporting evidence as may be required. This invoice shall also include an allowance for the cost of such materials and equipment required in the permanent work as have been delivered to the site but not as yet incorporated in the work.
 - 2. On not later than the third week of the following month, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the approved invoice, retaining 5% of the estimate of work done until 50% of the work has been completed. At 50% completion of the work, the previous retainage shall not yet be paid, but further partial payments shall be made in full to the contractor without additional retainage being taken unless the engineer certifies that the work is not proceeding satisfactorily. If the work is not proceeding satisfactorily, additional amounts may be retained. After substantial completion, an amount retained may be paid to the contractor, keeping retained only such amount as is needed for the remaining work.
 - 3. The Contractor shall notify the City in writing when all work under this Contract has been completed. Upon receipt of such notice the City shall, within a reasonable time, make the final inspection and issue a final certificate stating that the work provided for in this Contract has been completed and is accepted under the terms and conditions thereof, and that the entire balance due the Contractor as noted in said final certificate is due and payable. Before issuance of the final certificate the Contractor shall submit evidence satisfactory to the City that payrolls, material bills, and other indebtedness connected with the work under this Contract have been paid. The City shall make final payment as soon after issuance of the final certificate as practicable.

ARTICLE IV - CONTRACT DOCUMENTS

(a) Contents

- 1. The Contract documents consist of the following:
 - a. This Contract (pages 00 52 13-1 to 0052-13-3, inclusive).
 - b. Payment bond (pages 00 61 13-1 to 00 61 13-2, inclusive).
 - c. Performance bond (page 00 61 16-1).
 - d. General Conditions (pages 00 70 00-1 to 00 70 00-27, inclusive).

French Road Water Main Relocation

	e.	Specifications as listed in the tal	ole of c	ontents of the Projec	ct Manual.	
	f.	Drawings consisting of shee	ts with	each sheet bearing t	he following general title:	[or] the
		Drawings listed on attached she				
	g. Addenda (numbers to inclusive), dated					
h. Exhibits to this Agreement (enumerated as follows):1) Contractor's Bid (pages 00 41 13-1 to 00 41 13-3, inclusive).					(vo)	
		2) Bid Schedule – Unit Prices (F				
		3) Proposed Products Form (Pa	_		, inclusivej.	
		4) Tabulation of Subcontractor	_	•		
		5) Documentation submitted b	y Cont	ractor prior to Notice	e of Award (00 51 00-1).	
	i.	The following which may be del	livered	or issued on or after	the Effective Date of the A	Agreement
		and are not attached hereto:	FF 00 4	. \		
		 Notice to Proceed (Page 00 ! Change Orders. 	55 00-1	L).		
		2) Change Orders.				
2.		e documents listed in Paragraph	(a) Con	tents, are attached t	o this Agreement (except a	s expressly
	no	ted otherwise above).				
3.	Th	ere are no Contract Documents o	ther th	nan those listed abov	e in this Article IV.	
IN WIT	TNES	SS WHEREOF, the parties hereto I	nave ex	recuted this Contract	, the day and year first writ	ten above.
	(W	(ITNESS)		(CONTRACTOR)	(SEAL)	
			RY·			
	(W	'ITNESS)	. 51			
				(TITLE)		
			BY:			
			J			
			_	(TITLE)		
			CITY	OF DE PERE (SEAL)		
Appro	ved	as to Form By:		(City Attorne	ev)	
Suttici	ent	funds are available to provide for	the pa	ayment of this obligat	tion.	
				(COMPTROLLER)		
BY:			DV.			
וט		AYOR)	BY:	(CITY CLERK)		
	(,		(S.F. CLLIM)		

SECTION 00 55 00

NOTICE TO PROCEED

however, to the following conditions.

SECTION 00 61 13

CITY OF DE PERE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That (CONTRACTOR NAME), a	is Principal, nereinatter called Contractor, and
	as Surety, hereinafter called Surety, are held
and firmly bound unto the City of De Pere, a municipal corporation of	the State of Wisconsin, as Obligee, hereinafter
called the City, for the use and benefit of claimants as herein belo	ow defined in the <mark>amount of</mark>
(CONTRACT AMT. SPELLED OUT) (\$	
Surety bind themselves, their heirs, executors, administrators, success	ors and assigns, jointly and severally, firmly by
these presents.	
WHEREAS, Contractor has by written agreement dated	(date to be affixed by City) entered into
a contract with City for Project 24-14, in accordance with drawings and s	specifications prepared by the Director of Public
Works of said City, which contract is by reference made a part hereof, a	and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that,	if Contractor shall promptly make payments to
all claimants as hereinafter defined, for all labor and material used or r	easonably required for use in the performance

1. A claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, lights, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the contract.

of the CONTRACT, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject,

- 2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant in the name of the City, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the City shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant shall have given written notice to any two of the following: The Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Wisconsin, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Contractor ceased work on said CONTRACT.

5/24/2024 00 61 13-1 Payment Bond

French Road Water Main Relocation

c. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed or recorded against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS	DAY OF, 20	
In Presence of:		
(WITNESS)	(CONTRACTOR) (SEA	
(WITNESS)	(SURETY) (SEA	 AL)

5/24/2024 00 61 13-2 Payment Bond

SECTION 00 61 16

CITY OF DE PERE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: Th			
firmly bound unto the City of De Pere, a m City, in the amount of Contractor and Surety bind themselves, severally, firmly by these presents.	unicipal corporation of the State of (AMOUNT WRITTEN OUT) (\$	S) for the payment wher	lled eof
WHEREAS, Contractor has by written agre a contract with the City for Project 24-14, Public Works of said City, which contract CONTRACT.	in accordance with drawings and s	pecifications prepared by the Director	r of
NOW THEREFORE, THE CONDITION OF THE perform said CONTRACT, then this obligate			
Whenever Contractor shall be, and decl performed City's obligations there under,			⁄ing
1. Complete the CONTRACT in accor	dance with its terms and conditions	s or	
contract between such bidder and default or succession of defaults usufficient funds to pay the cost including other costs and damage first paragraph hereof. The term	tion by the City and Surety of the land City make available as work prounder the contract or contracts of completion less the balance of se for which the Surety may be liable balance of the contract price as us actor under the CONTRACT and an	TRACT in accordance with its terms a lowest responsible bidder, arrange for agresses (even though there should be impletion arranged under this paragraf the contract price; but not exceeding the hereunder, the amount set forth in seed in this paragraph shall mean the total y amendments thereto, less the amount set for the amount set for the set in this paragraph shall mean the total set.	or a e a ph) ing, the otal
Any suit under this bond must be instituted under the CONTRACT falls due. No right of other than the owner named herein or the	action shall accrue on this bond to o	or for the use of any person or corporat	
SIGNED AND SEALED THIS DA	AY OF, 20		
In the Presence of:			
(WITNESS)	(CONTRACTOR)	(SEAL)	
(WITNESS)	(SURETY)	(SEAL)	

5/24/2024 00 61 16-1 Performance Bond

SECTION 00 62 76

APPLICATION FOR PAYMENT

Contractor's Application for Payment No.

	Application Period:			Application Date:	
	Owner: City of De	Pere		Contractor:	
	·			Contractor's Project No.:	
APPLICATION F	FOR PAYMENT Change Order Summa	ry			
Approved Chang	ge Orders		1. ORIGINAL CONTRAC	CT PRICE:	
Number	Additions	Deductions	3. CURRENT CONTRAC	e Orders and Written Amendments (+ or -): CT PRICE (Line 1 plus Line 2):	\$0.00 \$0.00
			Retainage (per Agreer a. Work Completed - C	etored to date Column H on Progress Estimate: ment): olumn H (95% up to 50% of Contract or 2.5% of	\$0.00 \$0.00
Total	\$0.	\$0.00		O DATE (Line 4 minus 5)	\$0.00
NET CHANGE E	BY CHANGE ORDERS:	\$0.00		YMENTS (Line 6 from prior Application)	\$0.00 \$0.00
The undersigned	'S CERTIFICATION d Contractor certifies that:(1) all	The statement where I are to Co. statement in	Payment of:	\$ (Line 8 or other - attach explanation of other amount)	
nave been applie obligations incur for Payment; (2)	red from Owner on account of W ed on account to discharge Cont tred in connection with Work cov title of all Work, materials and e nerwise listed in or covered by th	ractor's legitimate ered by prior Applications quipment incorporated in	is recommended by:	(Contractor)	(Date)
nterests and encacceptable to Ov nterest or encur	ner at time of payment free and c cumbrances (except such as are wner indemnifying Owner agains mbrances); and (3) all Work cove	covered by a Bond t any such Liens, security ered by the Application for	Payment of:	\$ (Line 8 or other - attach explanation of other amount)	
-ayment is in ac	ccordance with the Contract Doc	uments and is not defective.	is recommended by:		
Зу:		Date:]	(Owner)	(Date)

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner:	Owner's Contract No.:
Contractor:	
This [tentative] [definitive] Certificate of Subst	antial Completion applies to:
☐ All Work under the Contract Documents: ☐	·
Marie Work under the contract bocuments.	The following specified portions of the Work.
Date of S	Substantial Completion
• •	been inspected by authorized representatives of Contractor
•	emplete. The Date of Substantial completion of the Project or
warranties required by the Contract Document	eclared and is also the date of commencement of applicable
warranties required by the Contract Document	is, except as stated below.
A [tentative] [definitive] list of items to be con	npleted or corrected is attached hereto. This list may not be
	s on such list does not alter the responsibility of the Contractor
to complete all Work in accordance with the Co	ontract Documents.
•	ntractor for security, operation, safety, maintenance, heat,
utilities, insurance and warranties shall be as follows:	provided in the Contract Documents except as amended as
Tollows:	
☐ Amended Responsibilities	☐ Not Amended
Owner's Amended Responsibilities:	
Contractor's Amended Responsibilities:	

The following documents are attached to and made part of this Certificate:	
•	ance of Work not in accordance with the Contract Document complete the Work in accordance with the Contract
Executed by Engineer	Date
Accepted by Contractor	 Date

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

- References
- 2. Work Covered by the Contract Documents
- 3. Work Sequence/Schedule
- 4. Use of Premises
- 5. Warranty
- 6. Work by Others
- 7. Project Utility Sources
- 8. Miscellaneous Provisions

1.2 REFERENCES

- A. General Specifications. The work under this contract shall be in accordance with the City of De Pere, 2024 Construction Specifications and these Special Provisions and plans, and the latest edition of the Wisconsin Department of Transportation Standards Specifications for Highway and Structure Construction, where referenced in the City Specifications.
- B. Definitions. Any reference to the "state" or the "department" in said Standard Specifications shall mean the "City of De Pere" for the purposes of this contract.

C. Industry Standards

- Unless the Contract Documents include more stringent requirements, applicable
 construction industry standards have the same force and effect as if bound or copied directly
 into the Contract Documents to the extent referenced. Such standards are made a part of
 the Contract Documents by reference.
- 2. Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- 3. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
- 4. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.

French Road Water Main Relocation

5. Each section of the specifications generally includes a list of reference standards normally referred to in that respective section. The purpose of this list is to furnish the Contractor with a list of standards normally used for outlining the quality control desired on the project. The lists are not intended to be complete or all inclusive, but only a general reference of standards that are regularly referred to.

6. Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

1.3 WORK COVERED BY THE CONTRACT DOCUMENTS

A. Project Identification

- 1. Project Location
 - a. French Road from Creamery Road to Innovation Court
 - b. Innovation Court from Southbridge Road to 800 feet North of Southbridge Road
- 2. Work will be performed under the following prime contract:
 - a. 24-14 French Road Water Main Relocation

B. The Work includes:

- 1. Sanitary sewer manhole adjustment.
- 2. Storm sewer abandonment.
- 3. Water main relay and associated appurtenances.
- 4. Water main abandonment.
- 5. Erosion control and restoration.
- 6. Traffic control.

1.4 WORK SEQUENCE/SCHEDULE

- A. Project shall be completed in 25 calendar days. This work shall be completed after the sanitary sewer work by the Green Bay Metropolitan Sewerage District per their schedule included in Section 1.7 Work by Others. Water main work shall start within 10 days of sewer completion. Work main work may be completed simultaneously with the sewer work if the Contractor gets approval from GBMSD.
- B. Water service shall be maintained to existing businesses during Phase 1. See the plan set for valve closure. Phase 2 work will result in water service being shut off to American 3Fab, Foth, and United Health Group. This work shall be completed on a Saturday and/or Sunday. Provide 2 weeks notification to businesses of the water service shutoff.

C. Conduct construction activities to maintain access to businesses and residences throughout construction.

1.5 USE OF PREMISES

- A. Contractor shall have full use of the premises for construction operations, including use of the Project Site, as allowed by law, ordinances, permits, easement agreements and the Contract documents.
- B. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of the Project.
- C. The Project Site is limited to property boundaries, rights-of-way, easements, and other areas designated in the Contract Documents.
- D. Provide protection and safekeeping of material and products stored on or off the premises.
- E. Move any stored material or products which interfere with operations of Owner or other Contractors.

1.6 WARRANTY

- A. The Contractor warrants and guarantees to the City that all work shall be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects will be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this proposal.
- B. If within one (1) year after the date of contract work completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by a special provision of the Contract Documents, any work is found to be defective, the Contractor shall comply in accordance with the City's written instructions. These written instructions will include either correcting such defective work or, if it has been rejected by the City, removing it from the site and replacing it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk or loss or damage, the City may have the defective work corrected or the rejected work removed and replaced. All direct and indirect costs of correction or removal and replacement of defective work, including compensation for additional professional services, shall be paid by the Contractor.

1.7 WORK BY OTHERS

A. Utility relocation of gas, electric, and fiber will be completed prior to this project. The proposed location is shown on the plans in bold. The existing utilities (shown in halftone) should be abandoned when this project starts.

French Road Water Main Relocation

- B. The Green Bay Metropolitan Sewerage District sanitary sewer relocation is scheduled to start around the beginning of August and be completed around the end of August.
- C. Construction for WisDOT project number 1130-63-01 and project number 1130-68-81 is anticipated to start in July. This work will be conducted simultaneously with the work under this Contract. Work will include the construction relocated French Road.
- D. Lawrence Drive, from 400 south of Fortune to Scheuring Road, will be under construction through the end August with lane closures.
- E. Cooperate fully with separate contractors and/or Owner so work by others may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. All restoration will be performed by WisDOT besides landscaping around the hydrant at Sta 610+04.

1.8 PROJECT UTILITY SOURCES

- A. Green Bay Metropolitan Sewer District (NEW Water), Lisa Sarau, (<u>Isarau@newwater.us</u>) (920-438-1039)
- B. AT&T, Kyle Weber, (kw715w@att.com) (920-221-5969)
- C. Wisconsin Public Service, Bob Laskowski, (rtlaskowski@wisconsinpublicservice.com) (920-617-2775)
- D. Charter, Vince Albin, (vince.albin@charter.com) (920-378-0444)
- E. Nsight, Rick Vincent, (rick.vincent@nsight.com) (920-617-7316)
- F. TDS Metrocom, Steve Jakubiec, (steve.jakubiec@tdstelecom.com) (920-882-4166)
- G. Net-Lec (Mi-Tech Services), Dennis Lafave, (dlafave@mi-tech.us) (920-619-9774)
- H. CenturyLink, Relocation Team, (relocations@lumen.com) (800-871-9244)
- Central Brown County Water Authority, Rob Michaelson, (<u>rmichaelson@mpu.org</u>) (920-686-4354)

1.9 MISCELLANEOUS PROVISIONS

A. Natural backfill will be allowed for trenches located under the existing French Road. Any settlement shall be filled with gravel and maintained until this section of road until the end of October.

French Road Water Main Relocation

- B. Buy America Certification
 - 1. All products supplied for the Contract shall conform to the provisions of Buy America included in Appendix A.
 - 2. Form DT2249, Utility's Certificate of Buy America Compliance shall be submitted for materials conforming to the Wisconsin Department of Transportation's Section 228, Construction and Materials Manual, Section 5, Buy America.
- C. WisDOT anticipates closing French Road to thru traffic on August 1, 2024.
- D. Notification to Residents –notify individually all residents and businesses 2-weeks prior to the start of operations, giving an estimated time that vehicle movement will be limited or prohibited. Property owners shall be notified 24-hours prior to closing a drive.
- E. Ingress and egress to the site of work will be from Southbridge Road.
- F. Lawrence Drive, between Southbridge Road and Fortune Avenue is not a truck route.

PART 2 – PRODUCTS

PART 3 - EXECUTION

END OF SECTION

5/24/2024 01 10 00-5 Summary of Work

SECTION 01 22 01

MEASUREMENT AND PAYMENT SANITARY SEWER

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

Bid Item No.

1. Raise Sanitary Sewer Manhole

SS-01

B. Unit Prices include:

- Defined work for each Unit Price Item which will provide a functionally complete Project
 when combined with all unit price items. If there are specific work items which the
 Contractor believes are not identified in any Unit Price Item, but is required to provide a
 functionally complete Project, then the identified specific work items shall be included in the
 appropriate Unit Price Item.
- 2. The method of measurement for payment.
- 3. The price per unit for payment.

1.2 GENERAL WORK ITEMS

- A. Include with the appropriate Unit Price Item the following work items which are common to the Unit Price Items for sanitary sewer systems.
- B. If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.
 - 1. Traffic Control.
 - 2. Sawcutting asphalt and/or concrete.
 - 3. Removal, hauling and disposal of surface materials including road pavement, curb and gutter, sidewalk, driveways and other pavement surfaces in the trench area and as shown on the drawings.
 - 4. Dewatering.
 - 5. Bypass pumping.
 - 6. Excavation.
 - 7. Open Trench installation method (unless bid item specifies other method).
 - 8. Pipe Bedding.
 - 9. Backfilling and compacting native obtained from the excavation.
 - 10. Supplying, hauling, backfilling and compacting granular material.
 - 11. Loading, hauling and disposing of surplus excavated material.
 - 12. Landscaping turf establishment surface restoration and trees and bushes damaged during construction.
 - 13. Maintenance, protection, replacement and/or repair of facilities not designated for alteration on the Site beyond the limits identified.

- 14. Site access requirements including temporary aggregate material as required for local traffic access.
- 15. Bulkhead and abandoned existing sanitary sewer with flowable fill as shown on Drawings.
- 16. If crossing or undermining of existing public or private utility, then include:
 - a. Maintaining the utility in service.
 - b. Replacing of existing utilities, if damaged.
 - c. Providing support and bedding material.
- 17. Dust control.
- 18. Remove and replace existing mailboxes and traffic signs.
- 19. Restroom facilities.
- 20. Easement and right-of-way requirements.
- 21. Construction staking and other survey work not provided by the Engineer.
- 22. Regulatory requirements.
- 23. Preconstruction videotaping and video equipment.
- 24. Quality assurance and quality control testing and inspections.
- 25. Shop drawings and other submittals.

1.3 RAISE SANITARY SEWER MANHOLE

- A. The unit price for Raise Sanitary Sewer Manhole work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Removing the casting, existing adjusting rings and dome sections of structure.
 - 3. Providing precast manhole sections for manhole.
 - 4. Providing concrete adjusting rings.
 - 5. Reinstall casting and dome section.
 - 6. Bituminous plastic cement sealing the exterior of the adjusting rings and casting.
 - 7. The ring will be secured to the precast section with a 3 ½ inch wide Kent Seal or equal.
 - 8. Initial and final adjustments.
 - 9. Backfilling and compacting to existing grade.
- B. Measurement of payment will not be made.
- C. The unit of measurement for payment is lump sum.

END OF SECTION

SECTION 01 22 02

MEASUREMENT AND PAYMENT STORM SEWER

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes: <u>Bid Item No.</u>

1. Abandon/Remove Storm Sewer Appurtenances ST-01

B. Unit Prices include:

- Defined work for each Unit Price Item which will provide a functionally complete Project
 when combined with all unit price items. If there are specific work items which the
 Contractor believes are not identified in any Unit Price Item, but is required to provide a
 functionally complete Project, then the identified specific work items shall be included in the
 appropriate Unit Price Item.
- 2. The method of measurement for payment.
- 3. The price per unit for payment.

1.2 GENERAL WORK ITEMS

- A. Include with the appropriate Unit Price Item the following work items which are common to the Unit Price Items for storm sewer systems.
- B. If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.
 - 1. Traffic Control.
 - 2. Sawcutting asphalt and/or concrete.
 - 3. Removal, hauling and disposal of surface materials including road pavement, curb and gutter, sidewalk, driveways and other pavement surfaces in the trench area and as shown on the drawings.
 - 4. Dewatering.
 - 5. Excavation.
 - 6. Open trench installation method (unless bid item specifies other method).
 - 7. Pipe bedding.
 - 8. Backfilling and compacting native obtained from the excavation.
 - 9. Supplying, hauling, backfilling and compacting granular material.
 - 10. Loading, hauling and disposing of surplus excavated material.
 - 11. Landscaping turf establishment surface restoration and trees and bushes damaged during construction.
 - 12. Maintenance, protection, replacement and/or repair of facilities not designated for alteration on the Site beyond the limits identified.

- 13. Site access requirements including temporary aggregate material as required for local traffic access.
- 14. Bulkhead and abandon existing storm sewer with flowable fill as shown on drawings.
- 15. If crossing or undermining of existing public or private utility, then include:
 - a. Maintaining the utility in service.
 - b. Replacing of existing utilities, if damaged.
 - c. Providing support and bedding material.
- 16. Dust control.
- 17. Remove and replace existing mailboxes and traffic signs.
- 18. Restroom facilities.
- 19. Easement and right-of-way requirements.
- 20. Construction staking and other survey work not provided by the Engineer.
- 21. Regulatory requirements.
- 22. Preconstruction videotaping and video equipment.
- 23. Quality assurance and quality control testing and inspections.
- 24. Shop drawings and other submittals.

1.3 ABANDON/REMOVE STORM SEWER AND APPURTENANCES

- A. The unit price for Abandon/Remove Storm Sewer and Appurtenances work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Excavating
 - 3. Install bulkheads and abandon storm sewer and/or structures.
 - 4. Removing existing storm sewer and/or structures where in conflict with other utilities.
 - 5. Providing and placing flowable fill.
 - 6. Backfilling and compacting.
 - 7. Removal and disposal as shown on the Drawings.
- B. Measurement for payment will not be made.
- C. The unit of measurement for payment is lump sum.

END OF SECTION

SECTION 01 22 03

MEASUREMENT AND PAYMENT WATER SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A.	Se	ction includes:	Bid Item No.
	1.	Water Mains (Granular Backfill)	W-01
	2.	Water Mains (Natural Backfill)	W-02, W-03
	3.	2" Corporation with Plug or Saddle and Galvanized Pipe	W-04
	4.	Fire Hydrants	W-09, W-10, & W-11
	5.	Hydrant Leads	W-13
	6.	Valves	W-05, W-06, & W-07
	7.	Connection to Existing Water Mains	W-08
	8.	Temporary Hydrant Extension	W-12
	9.	Abandon/Remove Water Main and Appurtenances	W-14

B. Unit Prices include:

- Defined work for each Unit Price Item which will provide a functionally complete Project
 when combined with all unit price items. If there are specific work items which the
 Contractor believes are not identified in any Unit Price Item, but is required to provide a
 functionally complete Project, then the identified specific work items shall be included in the
 appropriate Unit Price Item.
- 2. The method of measurement for payment.
- 3. The price per unit for payment.

1.2 GENERAL WORK ITEMS

- A. Include with the appropriate Unit Price Item the following work items which are common to the Unit Price Items for water systems.
- B. If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.
 - 1. Traffic Control.
 - 2. Sawcutting asphalt and/or concrete.
 - 3. Removal, hauling and disposal of surface materials including road pavement, curb and gutter, sidewalk, driveways and other pavement surfaces in the trench area and as shown on the drawings.
 - 4. Dewatering.
 - 5. Excavation.
 - 6. Open Trench installation method (unless bid item specifies other method).
 - 7. Pipe Bedding.

- 8. Backfilling and compacting native obtained from the excavation.
- 9. Supplying, hauling, backfilling and compacting granular material.
- 10. Loading, hauling and disposing of surplus excavated material.
- 11. Landscaping turf establishment surface restoration and trees and bushes damaged during construction.
- 12. Maintenance, protection, replacement and/or repair of facilities not designated for alteration on the Site beyond the limits identified.
- 13. Site access requirements including temporary aggregate material as required for local traffic access.
- 14. Bulkhead and abandoned existing water main with flowable fill as shown on Drawings.
- 15. If crossing or undermining of existing public or private utility, then include:
 - a. Maintaining the utility in service.
 - b. Replacing of existing utilities, if damaged.
 - c. Providing support and bedding material.
- 16. Dust control.
- 17. Remove and replace existing mailboxes and traffic signs.
- 18. Restroom facilities.
- 19. Easement and right-of-way requirements.
- 20. Construction staking and other survey work not provided by the Engineer.
- 21. Regulatory requirements.
- 22. Preconstruction videotaping and video equipment.
- 23. Quality assurance and quality control testing and inspections.
- 24. Shop drawings and other submittals.

1.3 WATER MAINS (GRANULAR BACKFILL)

- A. The unit price for Water Main (Granular Backfill) work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Water pipe and fittings of material stated in the Unit Price Bid Schedule and installed using the open trench method.
 - 3. Ductile or cast iron fittings.
 - 4. Tracer wire.
 - 5. Polyethylene encasement of ductile iron or cast iron pipe and fittings.
 - 6. Blocking and joint restraints.
 - 7. Disinfection of pipelines.
- B. Measurement of payment will be the actual horizontal length along the centerline of the installed water main with no deductions for fittings and valves.
- C. The unit of measurement for payment is linear feet.

1.4 WATER MAINS (NATURAL BACKFILL)

A. The unit price for Water Main (Natural Backfill) work includes:

- 1. General Work Items of Article 1.2.
- 2. Water pipe and fittings of material stated in the Unit Price Bid Schedule and installed using the open trench method.
- 3. Ductile or cast iron fittings.
- 4. Tracer wire.
- 5. Polyethylene encasement of ductile iron or cast iron pipe and fittings.
- 6. Blocking and joint restraint.
- 7. Disinfection of pipelines.
- B. Measurement of payment will be the actual horizontal length along the centerline of the installed water main with no deductions for fittings and valves.
- C. The unit of measurement for payment is linear feet.

1.5 2-INCH CORPORATION WITH PLUG OR SADDLE AND GALVANIZED PIPE

- A. The unit price for 2-Inch Corporation with Plug or Saddle and Galvanized Pipe work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Provide and install 2-inch corporation with plug or saddle (where required) with 2-inch galvanized pipe.
 - 3. Remove 2-inch corporation with plug/saddle and repair water main.
- B. Measurement for payment will be the actual number installed.
- C. The unit of measurement for payment is each.

1.6 FIRE HYDRANTS

- A. The unit price for Fire Hydrants work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Fire hydrant complete of the specified bury depth.
 - 3. Blocking and joint restraints.
 - 4. Hydrant wrenches.
 - 5. Hydrant markers.
 - 6. Polyethylene encasement.
 - 7. Drainage pit.
 - 8. Disinfection of hydrant.
 - 9. Tracer wire.
 - 10. Tracer wire access box.
- B. Measurement for payment will be the actual number installed.
- C. The unit of measurement for payment is each.

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1.7 HYDRANTS LEADS

- A. The unit price for Hydrants Leads work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Pipe and fittings of material stated in the Unit Price Bid Schedule.
 - 3. Blocking and joint restraints.
 - 4. Tracer wire.
 - 5. Disinfection of pipeline.
- B. Measurement for payment will be the actual horizontal length along the centerline of the installed from the centerline of the water main to the centerline of the hydrant with no deductions for fittings and valves.
- C. The unit of measurement for payment is linear feet.

1.8 VALVES

- A. The unit price for Valves work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Valve.
 - 3. Valve box.
 - 4. Polyethylene encasement.
 - 5. Stem.
 - 6. Bedding material.
- B. Measurement for payment will be the actual number installed.
- C. The unit of measurement for payment is each.

1.9 CONNECTIONS TO EXISTING WATER MAINS

- A. The unit price for Connection to Existing Water Mains work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Locating existing water main.
 - 3. Connection to the end of existing pipe.
 - a. Remove existing plug.
 - b. Direct connection to end of existing pipe.
 - c. Transition fittings, if required.
- B. Measurement for payment will be the actual number installed.
- C. The unit of measurement for payment is each.

1.10 TEMPORARY HYDRANT EXTENSION

- A. The unit price for Temporary Hydrant Extension work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Installation of the hydrant extension to bring hydrant to existing grade.
 - 3. Removal of the hydrant extension after finished grade of new construction is established.
- B. Measurement for payment will be the actual number installed.
- C. The unit of measurement for payment is each.

1.11 ABANDON / REMOVE WATER MAIN AND APPURTENANCES

- A. The unit price for Abandon/Remove Water Main and Appurtenances work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Excavating
 - 3. Install bulkheads and abandon water line.
 - 4. Removing existing water main where in conflict with other utilities.
 - 5. Providing and placing flowable fill.
 - 6. Backfilling and compacting.
 - 7. Removal and disposal of appurtenances as shown on the Drawings.
- B. Measurement for payment will not be made. This includes all the project area.
- C. The unit of measurement for payment is lump sum.

END OF SECTION

SECTION 01 22 04

MEASUREMENT AND PAYMENT STREET AND DRAINAGE CONSTRUCTION

PART 1 – GENERAL

1.1 SUMMARY

A.	Section includes:	<u>Bid Item No.</u>
	 Unclassified Excavation (Fill Around Hydrants) 	SD-01
	2. Temporary Pavement Restoration	SD-02
	3. Landscaping – Topsoil, Seed, Fertilize, and Mulch	SD-03

B. Unit Prices include:

- Defined work for each Unit Price Item which will provide a functionally complete Project
 when combined with all unit price items. If there are specific work items which the
 Contractor believes are not identified in any Unit Price Item, but is required to provide a
 functionally complete Project, then the identified specific work items shall be included in the
 appropriate Unit Price Item.
- 2. The method of measurement for payment.
- 3. The price per unit for payment.

1.2 GENERAL WORK ITEMS

- A. Include with the appropriate Unit Price Item the following work items which are common to the Unit Price Items for street and drainage systems.
- B. If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.
 - 1. Traffic Control.
 - 2. Sawcutting asphalt and/or concrete.
 - 3. Removal, hauling and disposal of surface materials including road pavement, curb and gutter, sidewalk, driveways and other pavement surfaces in the trench area and as shown on the drawings.
 - 4. Maintenance, protection, replacement and/or repair of facilities not designated for alteration on the Site.
 - 5. Site access requirements including temporary aggregate material as required for local traffic access.
 - 6. Dust control.
 - 7. Remove and replace existing mailboxes and traffic signs.
 - 8. Restroom facilities.
 - 9. Construction staking and other survey work not provided by the Engineer.
 - 10. Regulatory requirements.
 - 11. Quality assurance and quality control testing and inspections.

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- 12. Final casting and valve box adjustment.
- 13. Shop drawings and other submittals.

1.3 UNCLASSIFIED EXCAVATION (FILL AROUND HYDRANT)

- A. The unit price for Unclassified Excavation (Fill Around Hydrants work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Removal of topsoil to depth available.
 - 3. Hauling and stockpiling topsoil.
 - 4. Hauling of unclassified material.
 - 5. Placing unclassified material in fill areas to subgrades shown on the Drawings and the subgrade required for placement of topsoil.
 - 6. Compaction of subgrade and fill areas.
 - 7. Finish grading.
- B. Measurement for payment will not be made.
 - 1. This bid item applies to filling around the hydrant at STA 610+04.
- C. The unit of measurement for payment is lump sum.

1.4 TEMPORARY PAVEMENT RESTORATION

- A. The unit price for Temporary Pavement Restoration work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Aggregate material.
 - 3. Preparation of foundation.
 - 4. Placing and compacting to thickness and width shown on the Drawings or specified elsewhere.
 - 5. Maintaining restoration areas as shown on the Drawings through the duration of the project.
- B. Measurement for payment will be the average horizontal length and width of area restored.
- C. The unit of measurement for payment is square yards.

1.6 LANDSCAPING- TOPSOIL, SEED, FERTILIZE AND MULCH

- A. The unit price for Landscaping- Topsoil, Seed, Fertilize, and Mulch work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Provide 6" topsoil or salvaged topsoil.
 - 3. Provide seed.
 - 4. Provide fertilizer.
 - 5. Provide mulch.
 - 6. Provide maintenance.

B. Measurement for payment will be the average horizontal width and length of landscaping areas completed as directed by the Engineer.

- 1. Landscaping is only for the area around the hydrant at Sta 610+04. WisDOT will be doing all other restoration.
- C. The unit of measurement for payment is square yard.

END OF SECTION

SECTION 01 22 05

MEASUREMENT AND PAYMENT SPECIAL CONSTRUCTION

PART 1 - GENERAL

1.1 SUMMARY

A.	Section includes:	Bid Item No.
	Silt Fence Erosion Control	SC-01
	2. Polystyrene Insulation Board	SC-02
	3. Traffic Control	SC-03 & SC-04

B. Unit Prices include:

- Defined work for each Unit Price Item which will provide a functionally complete Project
 when combined with all unit price items. If there are specific work items which the
 Contractor believes are not identified in any Unit Price Item, but is required to provide a
 functionally complete Project, then the identified specific work items shall be included in the
 appropriate Unit Price Item.
- 2. The method of measurement for payment.
- 3. The price per unit for payment.

1.2 GENERAL WORK ITEMS

- A. Include with the appropriate Unit Price Item the following work items which are common to the Unit Price Items for special construction.
- B. If there is a specific Unit Price Item for any of the following items, then the work item shall be included with that specific unit price item.
 - 1. Traffic Control.
 - 2. Loading, hauling and disposing of surplus material.
 - 3. Maintenance, protection, replacement and/or repair of facilities not designated for alteration on the Site beyond the limits identified.
 - 4. Dust control.
 - 5. Restroom facilities.
 - 6. Construction staking and other survey work not provided by the Engineer.
 - 7. Regulatory requirements.
 - 8. Quality assurance and quality control testing and inspections.
 - 9. Shop drawings and other submittals.

1.3 SILT FENCE EROSION CONTROL

- A. The unit price for Silt Fence Erosion Control work includes:
 - 1. General Work Items of Article 1.2.

- 2. Provide fabric and post.
- 3. Excavate to anchor fabric and compact soil or provide soil class C-3 to anchor the fabric.
- 4. Inspection and maintenance of the installed silt fence.
- 5. Removal of the silt fence.
- 6. Finish grading.
- 7. Topsoil, seeding, fertilizing, and mulching area in the vicinity of the removed silt fence which does not have established turf.
- B. Measurement of payment will be the actual horizontal length installed.
- C. The unit of measurement for payment is linear feet.

1.4 POLYSTYRENE INSULATION BOARDS

- A. The unit price for Polystyrene Insulation Boards work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Supply and install a 2-inch-thick insulation board per the Standard Specifications along the top of the water main and/or service and 6-inch above the water main and/or service with pipe bedding in between the polystyrene board and pipe.
- B. Measurement and payment will be the horizontal length installed.
- C. The unit of measurement for payment is linear feet.

1.15 TRAFFIC CONTROL

- A. The unit price for Traffic Control work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Providing, installing, maintain, and removing the Traffic Control signing and barricades as shown on the plans and per the MUTCD.
 - 3. Traffic Detour, including covering signs when not in use.
 - 4. Flaggers per the MUTCD.
 - 5. Temporary traffic control signals (activated) per the MUTCD.
- B. Measurement for payment will not be made.
 - 1. This item applies to the specific bid items listed. All other traffic control is incidental to other items bid.
- C. The unit of measurement for payment is for each intersection lump sum.

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes:

1. Administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Unit Price work will be the Schedule of Values used as the basis for reviewing Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as recommended by the Engineer and approved by Owner.
- B. The date for each progress payment should be the 3rd Wednesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.
- C. Use forms provided by Engineer for Applications for Payment. Sample copy of the Application for Payment and Continuation Sheet is included in Section 00 62 76.

D. Application Preparation Procedures

- 1. When requested by the Contractor, the Engineer will determine the actual quantities and classifications of Unit Price Work performed.
 - a. Preliminary determinations will be reviewed with the Contractor before completing Application for Payment.
 - b. Engineer will complete the Application for Payment based on Engineer's decision on actual quantities and classifications.
 - c. Engineer will submit three original copies of Application for Payment to Contractor for certification of all three original copies.
 - d. Contractor shall submit signed Application for Payment to Owner for approval within time frame agreed to at the Preconstruction Conference.
- 2. If payment is requested for materials and equipment not incorporated in the Work, then the following shall be submitted with the Application for Payment:
 - a. Evidence that materials and equipment are suitably stored at the site or at another location agreed to in writing.

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b. A bill of sale, invoice, or other documentation warranting that the materials and equipment are free and clear of all liens.

- c. Evidence that the materials and equipment are covered by property insurance.
- 3. Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor.
- E. With each Application for Payment, submit waivers of liens from subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested before deduction for retainage on each item.
 - 2. When an application shows completion for an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work shall submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application.
 - 5. Submit waivers of lien on forms executed in a manner acceptable to Owner.
- F. The following administrative actions and submittals shall precede or coincide with submittal of first Application for Payment:
 - 1. List of subcontractors.
 - 2. Schedule of Values (For Lump Sum Work).
 - 3. Contractor's construction schedule.
- G. Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. Consent of Surety to Final Payment.
 - 5. Final lien waivers as evidence that claims have been settled.
 - 6. Final liquidated damages settlement statement.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

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SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Photographs for utility construction sites.

1.2 SUBMITTALS

A. Submit electronic files of each photographic view within seven (7) days of taking photographs.

1.3 QUALITY ASSURANCE

A. Photographs are to be submitted to the Engineer for approval prior to the start of construction.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 UTILITY AND STREET CONSTRUCTION SITES

- A. Prior to start of construction provide sufficient photographs to adequately show the existing facilities and conditions within and adjacent to the construction Site to serve as a guide for final restoration including:
 - 1. Roads including shoulders and/or curb and gutter.
 - 2. Sidewalks, parking areas, and driveways.
 - 3. Utility structures.
 - 4. Landscaping including signs, plantings, walls, fences, trees, shrubbery, etc.
 - 5. Mailboxes.
 - 6. Drainage facilities including culverts, inlets, ditches.
 - 7. Building structures.
- B. During construction provide sufficient photographs (a minimum of one per 100 feet of installed utility) to adequately show construction means, methods, and Site conditions including:
 - 1. Crossings of other utilities.
 - 2. Exposure of existing structures.
 - 3. Soil conditions.

END OF SECTION

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SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for submittals:
 - 1. Progress Schedule.
 - 2. Schedule of Shop Drawings and Sample Submittals.
 - 3. Shop Drawings.
- B. Failure to meet Submittal requirements to the satisfaction of the Engineer will constitute unsatisfactory performance of the work in accordance with the Contract Documents, therefore, the Engineer may recommend to the Owner that all or a portion of payments requested during the corresponding pay period be withheld until these requirements are met.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - 3. To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - a. Allow two weeks for initial submittal.
 - b. Allow two weeks for reprocessing each submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Assign a reference number to each submittal and re-submittal.
 - 2. Provide a space approximately four (4) by five (5) inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 3. Include the following information on the label for processing and recording action taken.

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- a. Project name.
- b. Date.
- c. Name and address of the Engineer.
- d. Name and address of the Contractor.
- e. Name and address of the subcontractor.
- f. Name and address of the supplier.
- g. Name of the manufacturer.
- h. Number and title of appropriate Specification Section.
- i. Drawing number and detail references, as appropriate.
- 4. Each submittal shall be stamped by the Contractor indicating that submittal was reviewed for conformance with the Contract Documents. The Engineer will not accept unstamped submittals.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling.

 Transmit each submittal to the Engineer. The Engineer will not accept submittals received from sources other than the Contractor.
 - On the transmittal, record relevant information and requests for Engineer action. On a form, or separate sheet, record deviations from Contract Document requirements, including variations, limitations, and justifications. Include Contractor's certification that information complies with Contract Document requirements.

1.3 CONTRACTOR'S PROGRESS SCHEDULE

- A. Prepare and submit to the Engineer within 10 (ten) days after the Effective Date of the Agreement, four copies of a preliminary progress schedule of the work activities from Notice to Proceed until Substantial Completion.
 - Provide sufficient detail of the work activities comprising the schedule to assure adequate
 planning and execution of the work, such that in the judgment of the Engineer, it provides an
 appropriate basis for monitoring and evaluation of the progress of the work. A work activity
 is defined as an activity which requires substantial time and resources (manpower,
 equipment, and/or material) to complete and must be performed before the contract is
 considered complete.
 - 2. The schedule shall indicate the sequence of work activities. Identify each activity with a description, start date, completion date and duration. Include, but do not limit to the following items, as appropriate to this contract:
 - a. Shop drawing review by the Engineer.
 - b. Excavation and grading.
 - c. Asphalt and concrete placement sequence.
 - d. Restoration.
 - e. Construction of various segments of utilities.
 - f. Subcontractor's items of work.
 - g. Allowance for inclement weather.
 - h. Contract interfaces, date of Substantial Completion.
 - i. Interfacing and sequencing with existing facilities and utilities.

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- j. Sequencing of major construction activities.
- k. Milestones and completion dates.
- B. Distribution: Following response to the initial submittal, print and distribute copies of the revised construction schedule to the Engineer, Subcontractors, and other parties required to comply with scheduled dates. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.
- D. Punch List: Prepare and submit to the Engineer within ten (10) days after substantial completion a detailed progress schedule for outstanding work and punch list items.

1.4 SCHEDULE OF SHOP DRAWINGS AND SAMPLE SUBMITTALS

- A. Submit electronic or one (1) hard copy of preliminary submittal schedule in accordance with the General Conditions of the Contract and as follows:
 - 1. Coordinate submittal schedule with the subcontractors, Schedule of Values, and of products as well as the Contractor's Progress Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of the subcontractor.
 - e. Description of the part of the work covered.
 - f. Scheduled date for the Engineer's final release or approval.
- B. Distribution: Following response to the initial submittal, print and distribute copies of the revised construction schedule to the Engineer, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the field office. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or

French Road Water Main Relocation

copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- B. Collect product data into a single submittal for each element of construction of system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Mark each copy to show actual product to be provided. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
- C. Do not use shop drawings without an appropriate final stamp indicating action taken.
- D. Submittals: Submit electronic or one (1) hard copy of each required submittal. The Engineer will scan and return the submittal to the Contractor marked with action taken and corrections or modifications required.
- E. Distribution: Furnish copies of reviewed submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms. Maintain one copy at the project site for reference.
 - 1. Do not proceed with installation until a copy of the Shop drawing is in the Installer's possession.
 - 2. Do not permit use of unmarked copies of the Shop Drawing in connection with construction.

1.6 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly. The Engineer will stamp each submittal with a uniform action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
 - "No Exceptions Taken": The work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents.
 - 2. "Make Corrections Noted": The work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents.

French Road Water Main Relocation

3. "Amend and Resubmit": Do not proceed with work covered by the submittal. Resubmit without delay. Do not use, or allow others to use, submittals marked "Amend and Resubmit" at the Project Site or elsewhere where work is in progress.

- 4. "Rejected See Remarks": Do not proceed with work covered by the submittal. Resubmit without delay. Do not use, or allow others to use, submittals marked "Rejected and Resubmit" at the Project Site or elsewhere where work is in progress.
- B. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 – PRODUCTS

2.1 BUY AMERICA CERTIFICATION

- A. All applicable products supplied for the Contract shall conform to the provisions of Buy America included in Appendix A.
- B. Form DT2249, Utility's Certificate of Buy America Compliance shall be submitted for materials conforming to the Wisconsin Department of Transportation's Section 228, Construction and Materials Manual, Section 5, Buy America.

PART 3 – EXECUTION

END OF SECTION

5/24/2024 01 33 00-5 Submittals

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Underground Utilities.
 - 2. Property Monuments.
 - 3. Traffic Control.
 - 4. Permits for Project.

1.2 UNDERGROUND UTILITIES

A. Under the provisions of Wisconsin Statutes, Section 182.0175, all contractors, subcontractors, and any firm or individual intending to do work on this Contract shall contact all utility firms in the affected area of construction a minimum of three (3) working days prior to beginning construction so that affected utilities will be located and marked.

1.3 PROPERTY MONUMENTS

- A. Protect iron pipe monuments from movement.
- B. The cost of replacement of any monuments moved or destroyed during construction shall be the Contractor's responsibility.
- C. Perpetuation of destroyed or moved monuments shall be performed in accordance with state statutes by a registered land surveyor.

1.4 TRAFFIC CONTROL

- A. Provide traffic control facilities including barricades, signs, lights, warning devices, pavement markings, flaggers, etc.
- B. Construct and use traffic control facilities in accordance with the U.S. D. O. T. Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways.
- C. Maintain traffic control devices as required to properly safeguard the public travel through final completion, including during periods of suspension of work.

1.5 PERMITS FOR PROJECT

A. The following permits are being obtained by the Owner:

5/24/2024 01 41 00-1 Regulatory Requirements

1. Wisconsin Department of Natural Resources Water System Plan Review

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

5/24/2024 01 41 00-2 Regulatory Requirements

SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Engineering Surveys Provided by the Engineer.
 - 2. Engineering Surveys Provided by the Contractor.

1.2 SUBMITTALS

A. None

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Investigate and verify the existence and location of site improvements, utilities, and other existing facilities.
- B. Before construction, verity the location of invert elevations at points of connection of sanitary sewer, storm sewer, water piping and underground electrical services.
- C. Furnish information to the Engineer and the appropriate utility regarding conflicts that are necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction.
- D. Provide the Engineer two (2) working days advance notification when ready for engineering surveys for construction to be provided by the Engineer.

3.2 ENGINEERING SURVEYS TO BE PROVIDE BY THE ENGINEER

A. General

- 1. Establish benchmarks for construction as shown on the drawings.
- 2. Establish control points as shown on the drawings.
- B. Gravity Sewer Systems and Water Distribution Systems
 - 1. Provide construction reference stakes set for pipe construction location at critical changes in horizontal and vertical alignment.

French Road Water Main Relocation

2. Provide construction stakes for location of pipe at connections.

C. New Road Construction

- 1. Provide construction slope intercept stakes for horizontal and vertical alignment on each side of the road base on each cross section in the cross section sheets for requests received at least seventy-two (72) hours before the related work begins.
- 2. Provide construction reference stakes for subgrade at a minimum of fifty (50) foot intervals and maximum of one-hundred (100) foot intervals on tangents. Provide construction reference stakes for subgrade at twenty-five (25) foot intervals within vertical and horizontal curves. Provide a reference line stake at each location.
- 3. Provide construction reference stakes for top of crushed aggregate at a minimum of fifty (50) foot intervals and maximum of one-hundred (100) foot intervals on tangents. Provide construction reference stakes for top of crushed aggregate at twenty-five (25) foot intervals within vertical and horizontal curves. Provide a reference or centerline stake.

3.3 ENGINEERING SURVEYS TO BE PROVIDED BY THE CONTRACTOR

A. General

- 1. Locate, preserve and protect established construction reference stakes, benchmarks and control points.
- 2. Locate, preserve and protect property corners and section corner monuments. If moved or destroyed due to Contractor negligence, then replace in accordance with state requirements; some of which are referenced in the "Regulatory Requirements".
- 3. Provide additional construction staking as necessary to complete construction based on the construction reference stakes provided by the Engineer and the Drawings.
- 4. Before beginning with necessary construction staking, verify the information shown on the Drawings, in relation to the established construction reference stakes, bench marks, control points and property corners. Notify the Engineer of any discrepancies.
- 5. Remove construction reference stakes when directed by the Engineer.

B. Gravity Sewer Systems and Water Distribution Systems

- 1. Provide any intermediate construction reference points as required to verify installation at the line and grade established and locate appurtenant structures.
- 2. Check the line and grade with construction reference stakes at each pipe length.

C. New Road Construction

1. Provide additional construction reference stakes necessary to establish location and grade in accordance with the plans.

END OF SECTION

French Road Water Main Relocation

APPENDIX A

BUY AMERICA PROVISION

CONSTRUCTION AND MATERIALS MANUAL, SECTION 228.5	4 PAGES
UTILITY'S CERTIFICATION OF BUY AMERICA COMPLIANCE	2 PAGES

5/24/2024 Appendix A

required by the contract and other standards, the contract standards will be followed provided sound engineering practice is not violated.

228.4 Preference for US-Made Materials

Standard spec 106.2.2 refers to Wisconsin Statute 16.754 which requires the contractor to furnish materials manufactured to the greatest extent in the United States, when all other factors are substantially equal unless the contract provides otherwise. This statute applies to all materials used on WisDOT projects and is completely independent from the federal Buy America provision covering iron and steel products and construction materials.

228.5 Buy America Provision

If a single design or construction contract within the scope of a National Environmental Protection Act (NEPA) document is awarded using federal-aid funding, Buy America provisions under Title 23 Code of Federal Regulations Section 635.410 **apply to all contracts** within the scope of that NEPA document. As a result, WisDOT construction contracts are subject to the Buy America requirements. To ensure that the federal requirements are met, the department includes the Buy America provision in virtually all let contracts. Field staff need to review the contract documents to see if the Buy America provision is included.

The Buy America provision requires the contractor to use iron and steel products, manufactured products, and construction materials as identified in the <u>88 FR 57750 (2 CFR Parts 184 and 200)</u>, (https://www.federalregister.gov/documents/2023/08/23/2023-17724/guidance-for-grants-and-agreements) Office of Management and Budget (OMB) for Grants and Agreements.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components.

Manufacturing processes for iron and steel start from the initial melting stage through the application of coatings. Foreign sources of scrap and pig iron are acceptable sources of raw material if the melting of those materials is domestic.

 A small amount of foreign material (iron and steel) is allowed if the value, as delivered to the project, does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater.

Manufactured products means that articles, materials, or supplies that have been processed into a specific form and shape, combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product or a construction material, it is not a manufactured product. More than 55 percent of the cost of components should be manufactured in the United States and the product itself must be assembled in the United States. At this time, manufactured products are exempt from Buy America as they are covered under previous waiver from 1983.

Construction materials identified in the remainder of this section refer to construction materials as identified in <u>88 FR 57750 (2 CFR Parts 184 and 200)</u>. All construction materials must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

Construction materials means articles, materials, or supplies that consist of only one of the items listed below:

- non-ferrous metals
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- glass (including optic glass)
- fiber optic cable (including drop cable)
- optical fiber
- lumber; or
- engineered wood, and
- drywall.

To the extent one of the items listed above contains as inputs other items listed, it is nonetheless a construction material. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Items excluded from construction materials as per 88 FR 57750 (2 CFR Parts 184 and 200):

- Iron or steel
- Manufactured product
- Cement and cementitious materials
- Aggregates such as stone, sand, or gravel
- Aggregate binding agents or additives
- Asphalt

88 FR 57750 (2 CFR Parts 184 and 200) allows the following two public interest waivers. These are found within the Waiver of Buy America Requirements for De Minimis Costs and Small Grants (88 FR 55817 (DOT-OST-2022-0124)), (https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants) from the Office of the Secretary. These allow a limited waiver of Buy America requirements for de minimis costs and small grants.

- <u>De minimis costs:</u> The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.
 - NOTE: The de minimis public interest waiver does not apply to iron and steel, subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.
- <u>Small grants:</u> The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.
 - NOTE: The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

In applying the waiver, the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver. Contractors should utilize the criteria below to define <u>De minimis costs</u> for project Buy America

- Track invoices for the total material costs of project bid items that are subject to domestic (Buy America) preference.
- The value determined in the previous step represents the "total applicable project costs" subject to a domestic (Buy America) preference.
- To determine the "total value of non-compliant produces" permitted, calculate 5% of the value of the "total applicable project costs" for the project. Use this value if less than \$1,000,000. Use \$1,000,000 if the calculated number is greater than or equal to \$1,000,000.
- Individually track all non-compliant products and the associated costs of those non-compliant products.
- Determine the total cost of materials for all non-compliant products for a project, not to exceed the value determined in the previous steps.
- Submit invoices and identification of non-complaint materials for inclusion in project records.

Contractors should utilize the criteria below to define Small grants for Buy America exemption.

- If the total project cost (sum of project cost prior to LET and the total cost of the construction award) is less than \$500,000, the entire project will be exempt from Buy America.

A copy of the current Buy America provision is on-line at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/cntrct-info.aspx

The following items are some examples of bid items that contain materials covered by the Buy America requirements for steel and iron.

Anchor Assemblies, Bolts, and Rods (for structures and bases)

Rail Posts, Sleeves, Shims, Rail Panels, Structural Fasteners, Expansion Devices, Cover Plates, Floor Drains, Guardrail Anchors, Bearing Assemblies, Steel Diaphragms

Castings (including inlet and manhole covers)

Bar Steel (coated and uncoated)

Tie Bars

exemption.

Dowel Bars

Hook Bolts

Concrete Culverts, Pipes, Endwalls, Catch Basins, Inlets, Manholes (steel reinforcement)

Pre-stressed Concrete Members (steel reinforcement)

Metal Pipes and Endwalls

Delineator Posts and Hardware

Drains and Downspouts

Pull Boxes, Poles, Mast Arms, Metallic Conduit

Fencing Fabric, Rails, Tension Wire, Barbed Wire

High Strength Bolts

Steel Piling

Sign Bridges and Supports

Steel Sign Posts

Steel Grid Floor

Steel Plate Beam Guard

Structural Steel

Stud Shear Connectors

The FHWA also has a "Buy America Questions & Answers" page available online at:

https://www.fhwa.dot.gov/construction/cgit/buyam.cfm

Documentation/certification is needed for each of the following steps in the steel and iron production process when the Buy America provisions apply:

- 1. Location steel/iron was melted/cast.
- 2. Location steel/iron was rolled/drawn.
- 3. Location steel/iron was fabricated.
- 4. Location steel/iron was coated/galvanized.

Note: Items 1 and 2 are commonly done at the same location for structural steel. Not all of these steps apply to all steel products.

Documentation/certification is needed for construction materials when the Buy America provisions apply:

- 1. Location of final manufacturing process for each relevant construction material.
 - Non-ferrous metals: from initial smelting or melting through final shaping, coating, and assembly.
 - Plastic and polymer-based products: from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form.
 - Glass: from initial batching and melting of raw materials through annealing, cooling, and cutting.
 - Fiber optic cable (including drop cable): from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
 - Optical fiber: from the initial preform fabrication stage through the completion of the draw.
 - Lumber. from initial debarking through treatment and planning, occurred in the United States.
 - Engineered wood: from the initial combination of constituent materials until the wood product is in its final form.
 - Drywall: from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels.
- Field staff need to ensure Buy America requirements are met as follows for steel, iron, and construction materials.
 - The contractor reviews the contract and determines the steel, iron, and construction materials are covered under Buy America.
 - The engineer reviews the Materials Acceptance and Testing Guide in CMM 850 and the project-specific E-Guide to ensure compliance with contract requirements. Steel and iron items are flagged with a US Flag symbol in the upper right-hand corner of the E-Guide. Construction materials may not be flagged in the E-Guide but are still covered under Buy America.
 - Before incorporating steel, iron and construction material products for structures in the work, the
 contractor needs to furnish a fabricator's certificate of compliance, manufacturer's certified report of
 test or analysis, or shop inspector's report as applicable. The engineer should not accept
 components without this documentation.
 - Before accepting products, the engineer will review the documentation submitted under item 3
 above, Mill Test Reports, and the material itself to determine its origin. Bar steel reinforcement
 markings can be compared with a listing of markings currently available in each region to identify the
 origin of manufacture.

Shop inspection reports for structural steel, iron, and construction materials processed by BOS should state that the steel, iron, and construction materials comply with Buy America.

Steel, iron, and construction materials accepted on the project by a certificate of compliance or certified report of test or analysis as the sole or supplementary documentation will be acceptable if

the documents indicate the product was manufactured in the United States. For steel and iron some mills state on their documents that the steel and iron represented complies with Buy America. This is also acceptable.

For those items not requiring either a certificate of compliance or a certified report of test or analysis, it will be necessary to obtain from the manufacturer, through the contractor, a statement that the material was manufactured in the United States.

Shop inspection reports and other reports for steel, iron, and construction materials, processed by organizational units other than the Quality Management Section, should state that the represented products comply with Buy America.

The contractor needs to provide the engineer all information that may have a bearing on a products origin of manufacture before it is accepted and incorporated into the work. A simple certified statement from the contractor is not sufficient evidence.

- The contractor needs to maintain a running total of the cost of products not meeting the Buy America criteria already incorporated into the contract work. Cost determination is based on invoice costs or going rates for items without invoices. The engineer needs to make sure the contractor does not exceed the Buy America threshold for foreign and undocumented products, or a project may lose all or part of its federal funding.
- After completing the work, the contractor must complete <u>DT4567</u> and submit to the engineer for inclusion in the project records. Utilities must submit <u>DT2249</u> "Utilities Certificate of Compliance for Steel and Iron Items".

228.6 Contractor Debarment or Suspension

Causes for contractor debarment include the following:

- 1. Conviction of or a civil judgment for:
 - Fraud or a criminal offense in connection with an agreement or transaction.
 - Violation of a Federal or State antitrust statute.
 - Embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, receiving stolen property, false claims, obstruction of justice.
 - Any offense that shows a lack of business integrity or honesty that seriously and directly affects the individual's responsibility.
- 2. Violation of terms of a public agreement or transaction.
- 3. Doing business with a debarred, suspended, or ineligible person.
- 4. Failure to pay certain substantial outstanding debts.
- 5. Violation of a voluntary exclusion agreement.

Fraud, collusion, and false statements are of concern to construction industry. Each of these violations is discussed below.

228.7 Fraud

Fraud is a generic term that embraces all the way one person can falsely represent something to another to induce that person to surrender something of value. A contractor who knowingly provides the government with commodities or services that do not meet contract specifications has committed fraud in performance.

228.7.1 Minority/Woman/Small Business Fronts

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. DBE fraud can be used as a vehicle to commit other crimes such as money laundering, tax evasion, and wage frauds. DBE fraud can be done several ways, including false fronts, pass-throughs, personal net worth misrepresentation, illegal check cashers, and false eligibility.

Potential indicators of DBE fraud include the following:

- DBE owner/employees not on-site.
- Flipping of employees from prime's payroll to the DBE payroll.
- No additional equipment added to site when DBE starts their portion of work.
- No commercially useful function.
- Dual party checks.
- No expertise in the work to be performed, licenses, or equipment.
- Job is too large for the DBE check work history.
- Lease agreements between prime and DBE contractors.
- Prime contractor always using same DBE.
- DBE business owned by relative of prime contractor.

UTILITY'S CERTIFICATE OF BUY AMERICA COMPLIANCE

Wisconsin Department of Transportation
DT2249 4/2023 23 U.S.C. Section 313 & 23 CFR 635.410 & IIJA Pub. L. No. 117-58

Referencing the project identified below, , hereinafter designated as "UTILITY", a public utility company, municipal utility, cooperative, tribal utility, or a quasi utility has used the following steel, iron, manufactured products and/or construction materials, hereinafter designated as "ITEMS". Refer to the *Buy America Guidance for Utility Work in Wisconsin*, located on the WisDOT Internet site, for assistance.

Project Description	Project ID(s)
Title:	Design:
Limits:	Construction:
Highway:	Right of Way:
County:	Select One No.:
	Utility:
Facility Type: Select One	

	DON	MESTIC ITEMS	S		
Manufacturer / Supplier (Full Mailing Address)	Description of Item	Quantity	Unit (LF, Ton, Each, etc.)	Heat Number	Mill / Fabricator

Insert additional rows above if required.

	FOREIGN ITEMS								
Manufacturer / Supplier (Full Mailing Address)	Description of Item	Quantity	Unit (LF, Ton, Each, etc.)						
Inport additional roug about if required									
Insert additional rows above if required.									
	ITEMS USED (Check All Applicable)								
□ Domestic ITEMS. All manufacturing processor □ Foreign ITEMS. All or part of the manufacturing	ing processes and coati	ings may have occu							
States for these ITEMS. The cost of these IT Not Applicable. No ITEMS subject to Buy Ar		/ IS ֆ							
		FICATION							
	TATEMENT OF CERTI								
UTILITY hereby certifies, by signature below, that Section 313), the Buy America Provision (23 Code Law (Infrastructure Investment and Jobs Act (IIJA)	of Federal Regulations								
		UTII	LITY						
	(UTILITY	Name)							
	(Authoriz	ed Signature)	(Date)						
	(Title)								

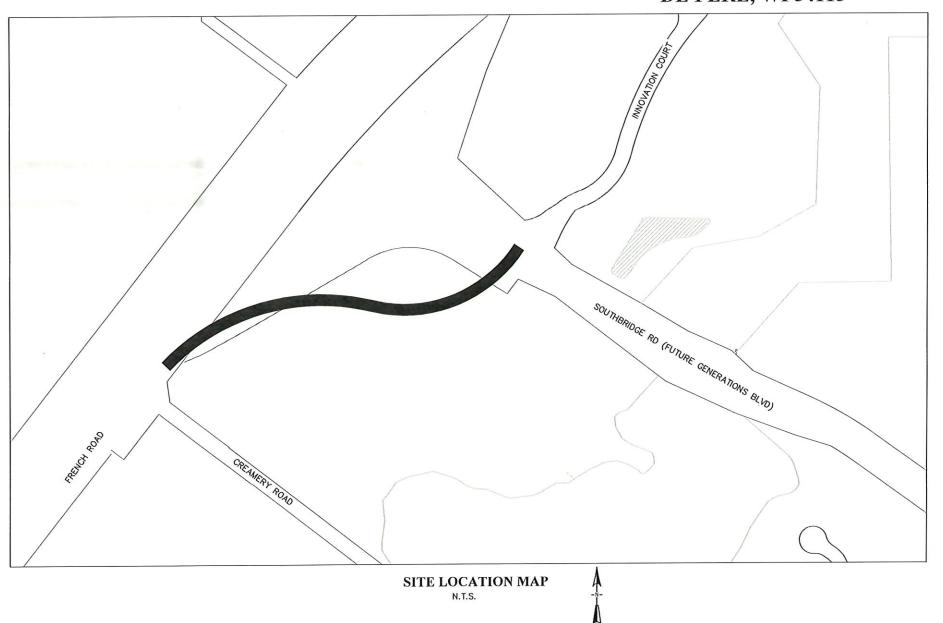
(Print Name)

PROJECT# 24-14 FRENCH ROAD WATER MAIN RELOCATION

CITY OF DE PERE



ENGINEER DIVISION 925 S. SIXTH ST DE PERE, WI 54115



SHEET NO.	DESCRIPTION							
G001	TITLE SHEET							
G002	STANDARD ABBREVIATION & SYMBOLS							
G003	EXISTING SITE CONDITIONS							
C101 - C103	PLAN AND PROFILE SHEETS							
C401	PHASING PLAN							
C402 - C403	DEMOLITION AND RESTORATION PLANS							
C404	EROSION CONTROL PLAN							
C501	TRAFFIC CONTROL DETAILS							
	CITY OF DE PERE							
	BOARD OF PUBLIC WORKS							
5/23/2024 EPlaher 5/23/2024 Annie CITY ADMINISTRATOR SPOTON SPOTON								
STAMPS:								
STAMPS: STAMPS: RERIC P. RAKERS E-30929 GREEN BAY, WI STAMPS:								
	PAGE G001							

LIST OF STANDARD ABBREVIATIONS AVERAGE DAILY TRAFFIC AGGR NORTHBOUND NC NE NO NTS ASPH **ASPHALT** NORMAL CROWN NORTHEAST BACK TO BACK RARR BARRICADE NUMBER NOT TO SCALE BACK OF CURB OD PC PCC PCC BASELINE OUTSIDE DIAMETER POINT OF CURVATURE POINT OF COMPOUND CURVE **BOULEVARD** BUILDING PORTLAND CEMENT CONCRETE RМ **BENCHMARK** BACK OF SIDEWALK ROW BASEMENT PERMANENT LIMITED EASEMENT BSM1 **PVMT** PAVEMENT PRIVATE ENTRANCE CURB AND GUTTER PΕ POINT OF INTERSECTION C/C CABC CENTER TO CENTER PROPERTY LINE CRUSHED AGGREGATE BASE COURSE POINT OF CURVE CB CE CATCH BASIN POINT ON TANGENT CONSTRUCTION ENTRANCE POLYETHYLENE CAST IRON PIPE POINT OF REVERSE CURVATURE PRC CENTERLINE CORRUGATED METAL PIPE PROJ PROJECT PROP PROPOSED CNTY PRZ PROTECTIVE ROOT ZONE CLEANOUT PSI PT PVC POUND PER SQUARE INCH CONC CONCRETE POINT OF TANGENCY CONSTR CONSTRUCTION POLYVINYL CHLORIDE CONSTR JT CONSTRUCTION JOINT RANGE OR RADIUS CORPORATION RCP REINFORCED CONCRETE PIPE REBAR REINFORCEMENT BAR CTH COUNTY TRUNK HIGHWAY RELOCATE CTRL JT CONTROL JOINT REMAINING CABLE TV REQD CUBIC YARD REQUIRED REFERENCE LINE RL ROW RIGHT OF WAY RP RR REFERENCE POINT DUCTILE IRON PIPE DISCH DISCHARGE DRIVEWAY DW RETAINING WALL RW EAST (SEE ELEC BELOW) SOUTH SALVAGE SALV EB EASTBOUND SAN SANITARY EBS EXCAVATION BELOW SUBGRADE SOUTHBOUND ELEC ELECTRIC (E WHEN USED IN LINE STYLE) SOUTHEAST EMBANKMENT SQUARE FEET ENTR **ENTRANCE** SHOULDER SHI DR EDGE OF PAVEMENT SQUARE YARD ĒW **ENDWALL** EXC **EXCAVATION** ST STREET (ST WHEN USED FOR STORM EXIS1 **EXISTING** SEWER LINE) STA FACE TO FACE STD STH STM STRUCT STANDARD STATE HIGHWAY TRUNK FIELD ENTRANCE STORM FERT **FERTILIZER** STRUCTURE OR STRUCTURAL FINISHED GRADE FIN GF SOUTHWEST FLOWLINE TANGENT FO FIBER OPTIC TELEPHONE LINE FRONT OF SIDEWALK **TELEPHONE** TEMP TEMPORARY **FOOTING** FTG TEMPORARY LIMITED EASEMENT TLE TOC TOP OF CURB Ğ۷ GAS VALVE TOP OF WATER GW TRANSITION HDPE HIGH DENSITY POLYETHYLENE TYPICAL UNDERGROUND HR HSE HANDICAP RAMP UG USH VC VERT HOUSE US HIGHWAY HEIGHT VERTICAL CURVE HYD **HYDRANT** VERTICAL INTERSECTION ANGLE VOL VPC VPI VPRC INSIDE DIAMETER VERTICAL POINT OF CURVATURE VERTICAL POINT OF INTERSECTION VERTICAL POINT OF REVERSE CURVE INTERS INTERSECTION VPT VERTICAL POINT OF TANGENCY INV INVERT WEST (W WHEN USED FOR WATER LINE) IRON PIPE OR PIN WESTBOUND LENGTH (OF CURVE) LONG CHORD OF CURVE WATER SHUTOFF VALVE WV WATER VALVE LIFT STATION OR LUMP SUM MAINTENANCE MAINT MATL MATERIAL MAILBOX MARKER POST **CITY OF DE PERE** DE PERE

MAPPING & TOPOGRAPHY SYMBOLOGY

MAPPING & TOP	UGRAPE	IX SYMIE		
DESCRIPTION	SYMBOL			
BENCHMARK	EXISTING	PROPOSED		
BUSH	\Box			
CATCH BASIN/INLET	\blacksquare			
CABLE TV BOX	сти			
CONTROL POINT		\triangle		
ELECTRICAL BOX	E			
EROSION CONTROL - INLET				
FIBER OPTIC PEDESTAL	FO			
FIELD INLET		\bigoplus		
GAS VALVE	Sov Sov			
GUY WIRE	-0			
HEDGE		_		
HYDRANT	**			
IRON PIPE		0		
LIGHTPOLE	\$			
MAILBOX	MB			
MANHOLE ELECTRIC	E			
MANHOLE SANITARY	SS	SS		
MANHOLE STORM	ST	ST		
MONTORING WELL	MW			
POWER POLE	0			
SIGN	-			
SOIL BORING		⊕ (B−#)		
STUMP	\Box			
TELEPHONE MANHOLE	(e)			
TELEPHONE PEDESTAL	TEL			
TREE				
WELL	(
WATER SERVICE VALVE	*	*		
BUTTERFLY WATER VALVE	$\bigcirc \otimes$	0		
WATER VALVE	\otimes	\otimes		

GENERAL CONSTRUCTION NOTES:

- ALL ELEVATIONS ARE REFERENCED TO NAVD 88.
- THE WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE, CURRENT CONSTRUCTION SPECIFICATIONS AND THESE SPECIAL PROVISIONS AND PLANS, AND THE LATEST ADDITION OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION SPECIFICATIONS, LATEST EDITION, WHERE REFERENCED IN THE CITY
- ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFIRM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND
- EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR

MAPPING & TOPOGRAPHY SYMBOLOGY

DESCRIPTION	SYMBOL
PLAN	
EXISTING SANITARY SEWER LINE	(SIZE AND MATERIAL) ———————————————————————————————————
PROPOSED SANITARY SEWER LINE	100'-8" PVC SAN ———
EXISTING STORM SEWER LINE	(SIZE AND MATERIAL) ST
PROPOSED STORM SEWER LINE	100'-8" PVC STM ST
EXISTING WATER MAIN LINE	(SIZE AND MATERIAL)
PROPOSED WATER MAIN LINE	100'-8" PVC WM (TEE-BEND)
EXISTING ELECTRICAL LINE	Е ——
EXISTING GAS MAIN LINE	G
EXISTING TELEPHONE LINE	т
EXISTING CABLE TV LINE	TV
EXISTING SANITARY LATERAL	SAN
EXISTING WATER SERVICE	
RIGHT OF WAY	ROW
PROPERTY LINE	——————————————————————————————————————
EASEMENT	ESM
LANDSCAPE FENCE	o — o —
SILT FENCE EROSION CONTROL	o —— o –
EXISTING FIBER OPTIC	FO
EXISTING MAJOR CONTOUR	615
EXISTING MINOR CONTOUR	612
PROPOSED MAJOR CONTOUR	615 —
PROPOSED MINOR CONTOUR	612 —
EXISTING OVERHEAD UTILITY	— ОН — ОН —
PROFILE	E
EXISTING SANITARY SEWER LINE	(SIZE AND MATERIAL)
PROPOSED SANITARY SEWER LINE	100'-8" PVC SAN @ 0.40%
EXISTING STORM SEWER LINE	(SIZE AND MATERIAL)
PROPOSED STORM SEWER LINE	100'-8" PVC STM @ 1.0%
EXISTING WATER MAIN LINE	(SIZE AND MATERIAL)

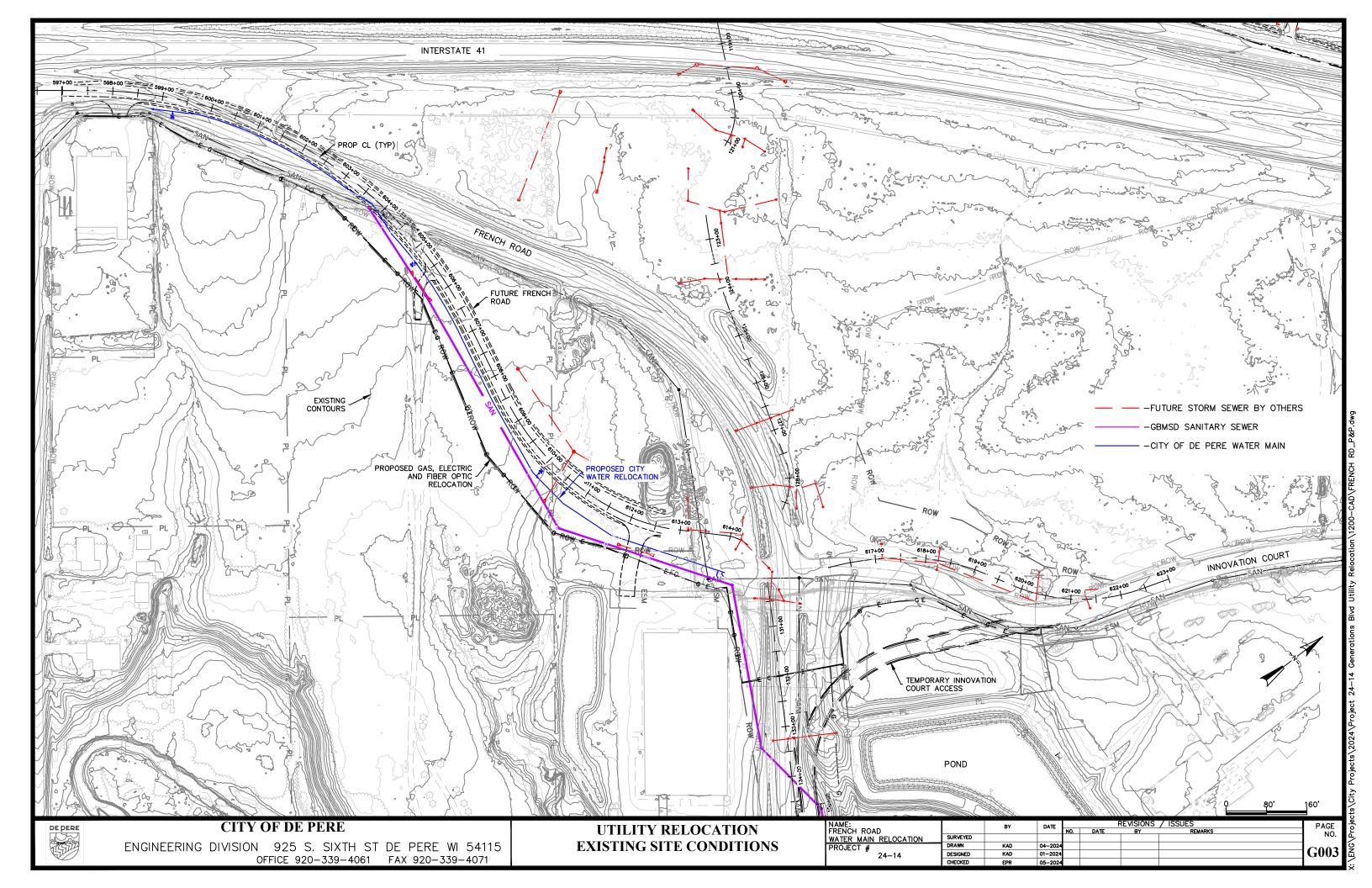
PATCH SYMBOLS

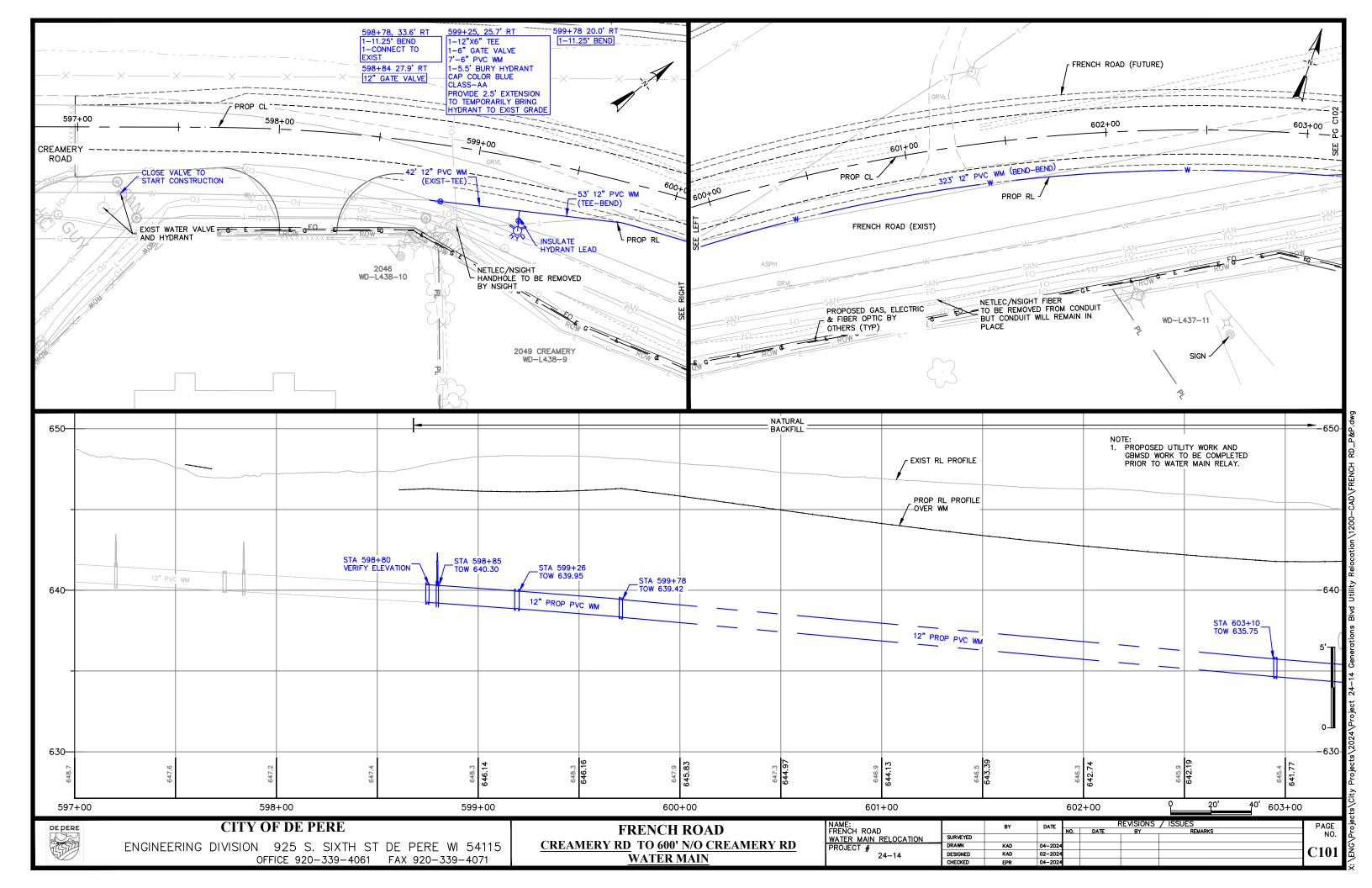
ASPHALTIC CONCRETE PAVEMENT CRUSHED AGGREGATE BASE COURSE PORTLAND CEMENT CONCRETE

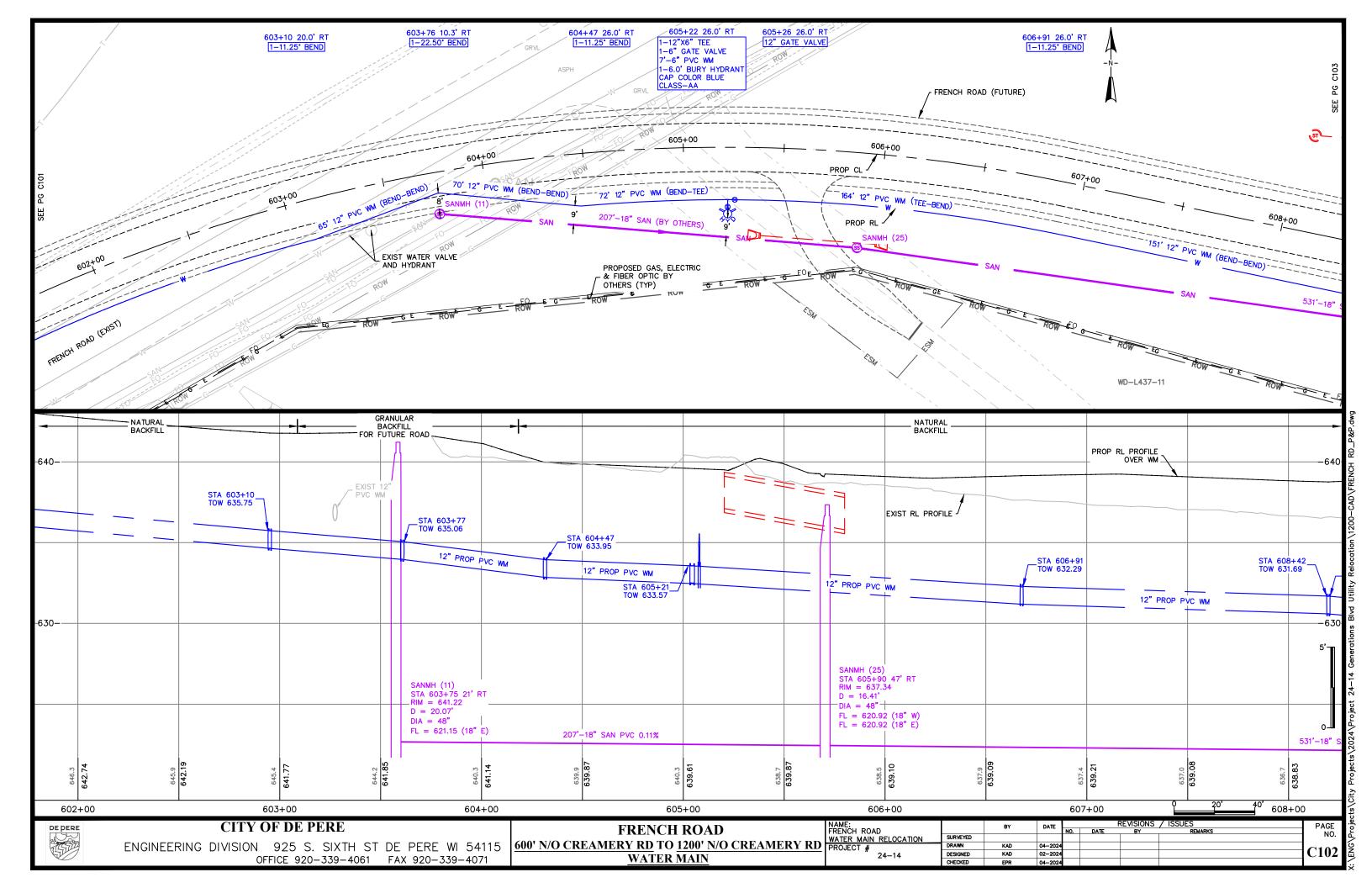
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE 920-339-4060 FAX 920-339-4071

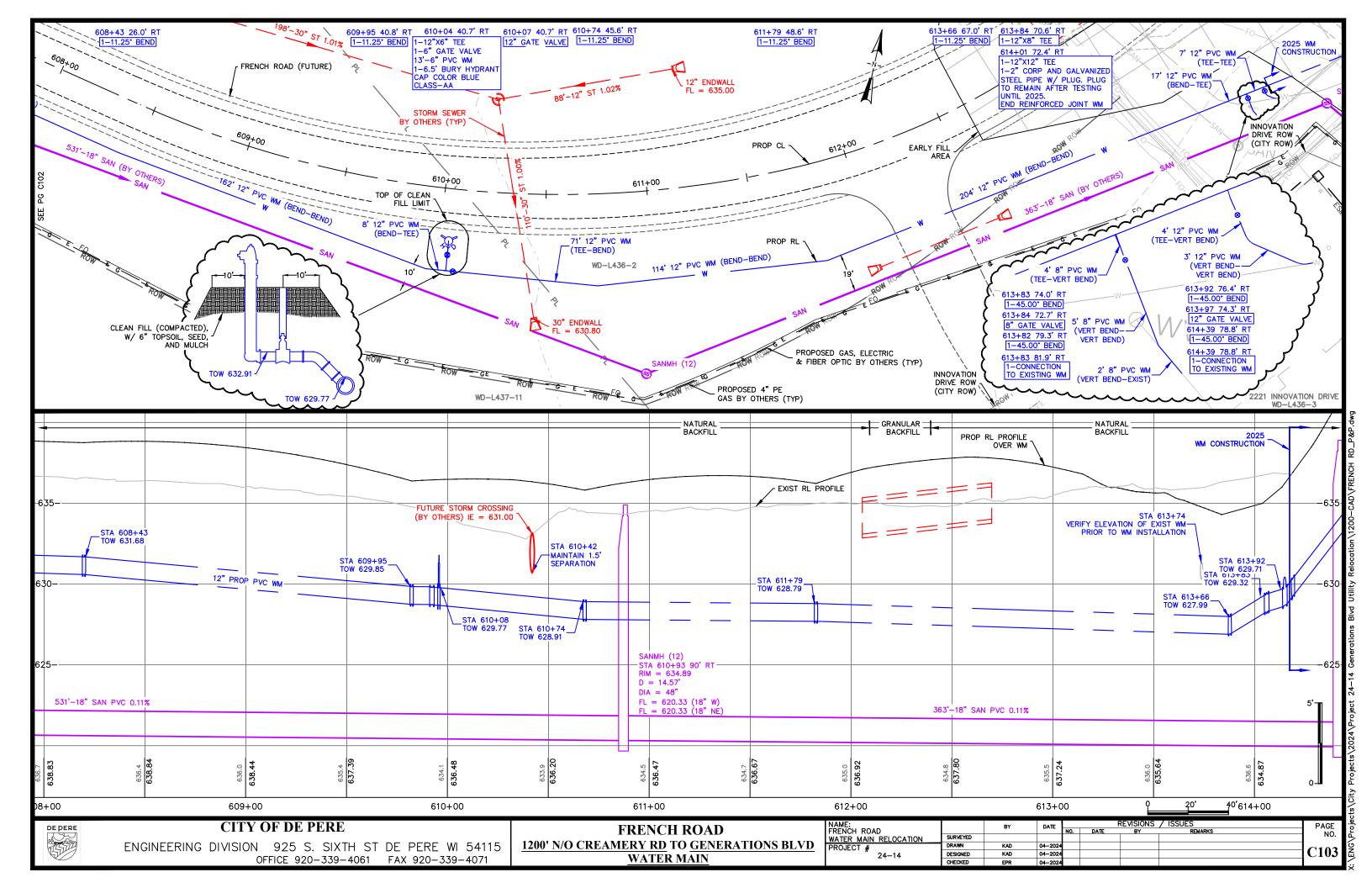
STANDARD ABBREVIATIONS AND SYMBOLS

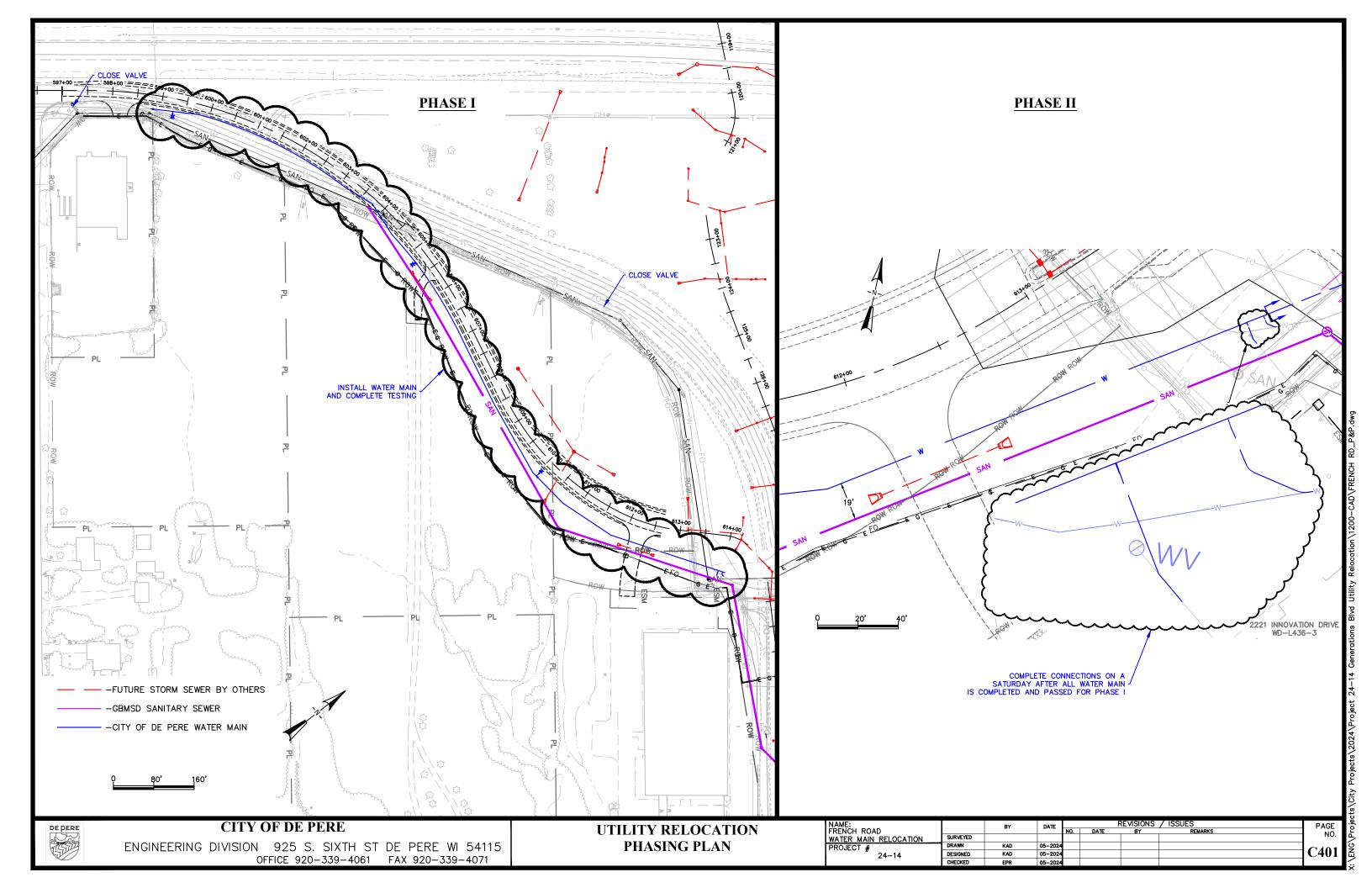
NAME:		BY	DATE		F	REVISIONS	/ ISSUES	PAGE
FRENCH ROAD			D/112	NO.	DATE	BY	REMARKS	
WATER MAIN RELOCATION	SURVEYED							NO.
PROJECT #	DRAWN	KAD	02-2024					□ G002
24-14	DESIGNED							- G002
=	CHECKED							

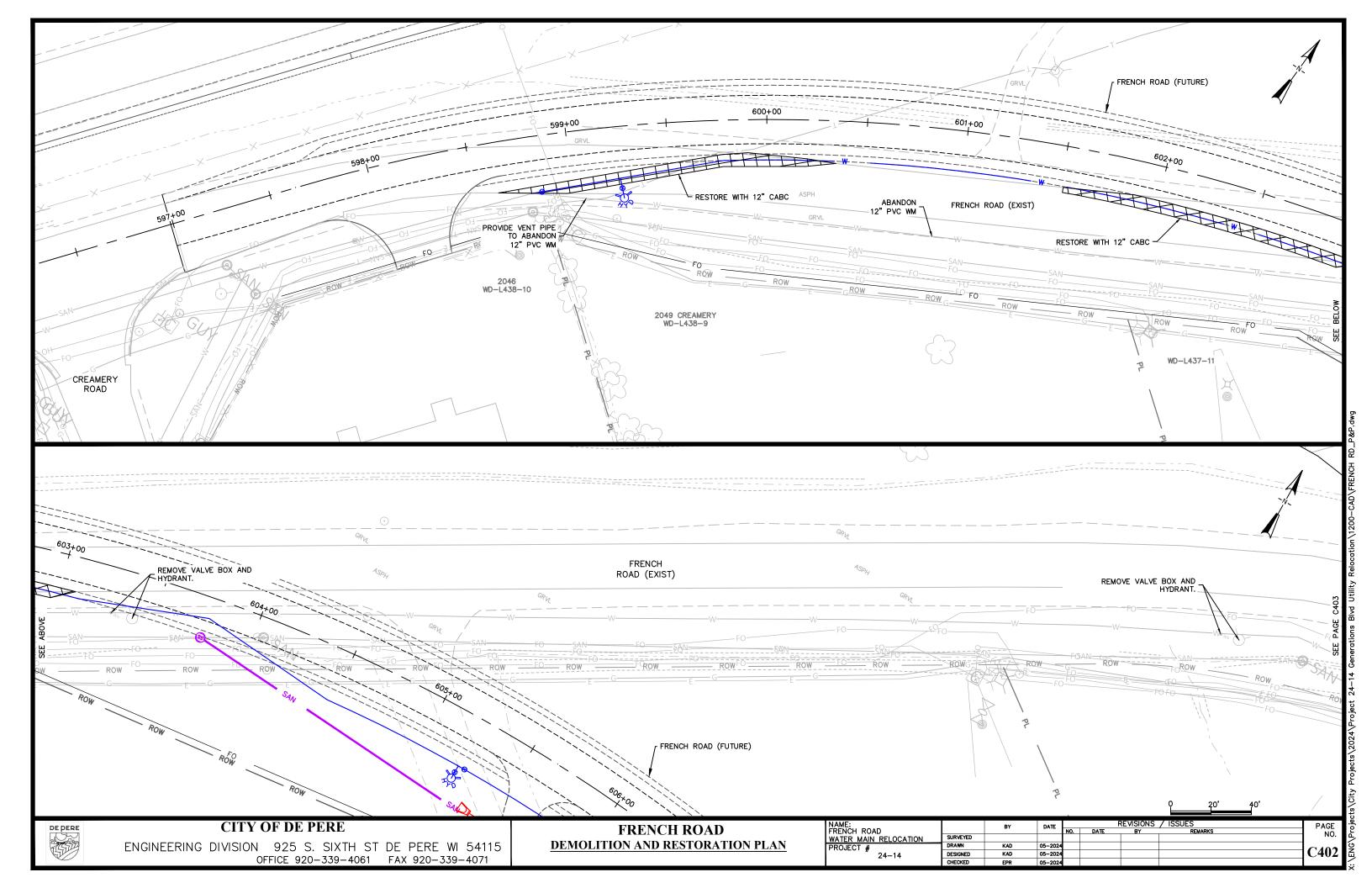


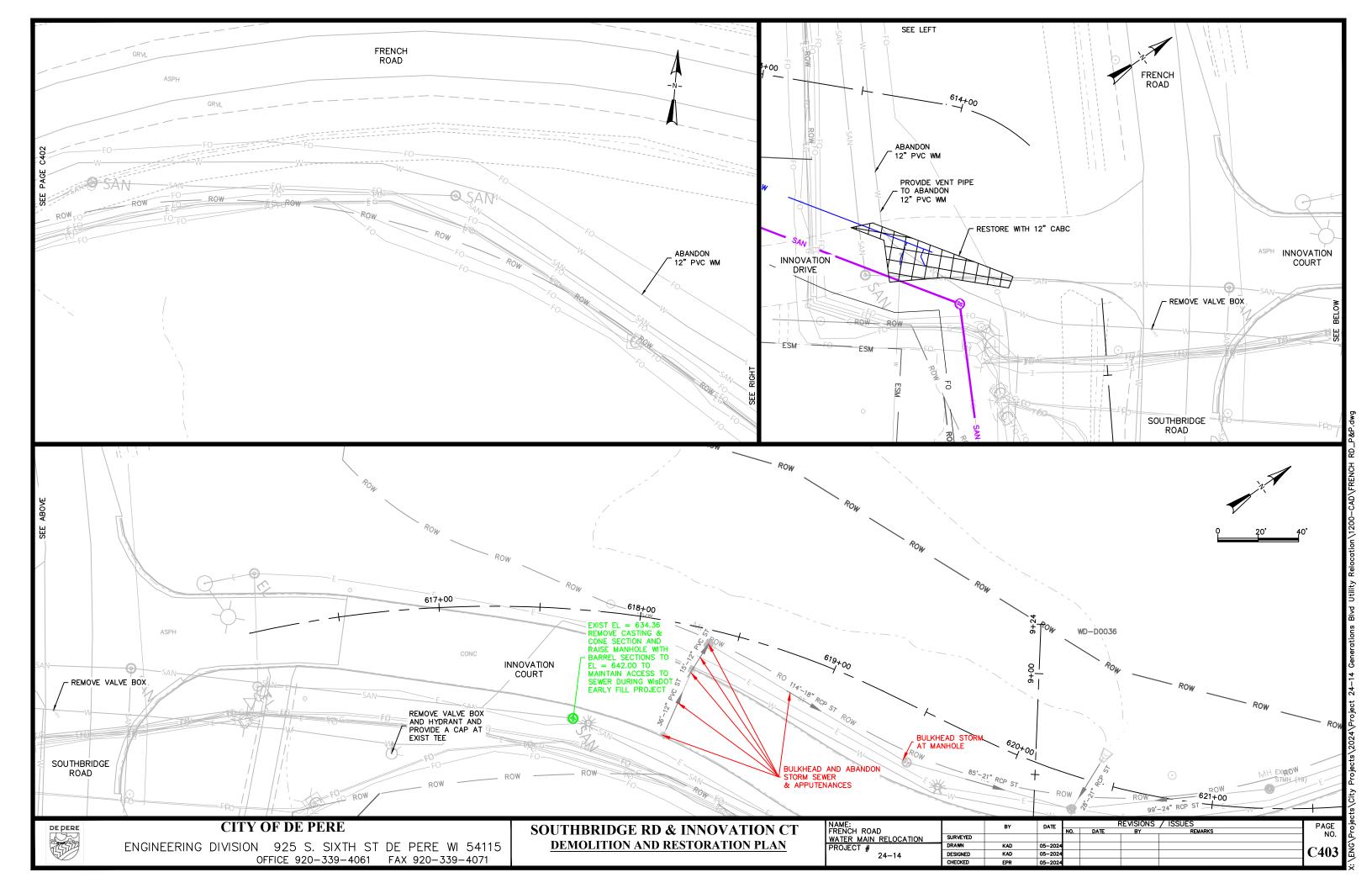


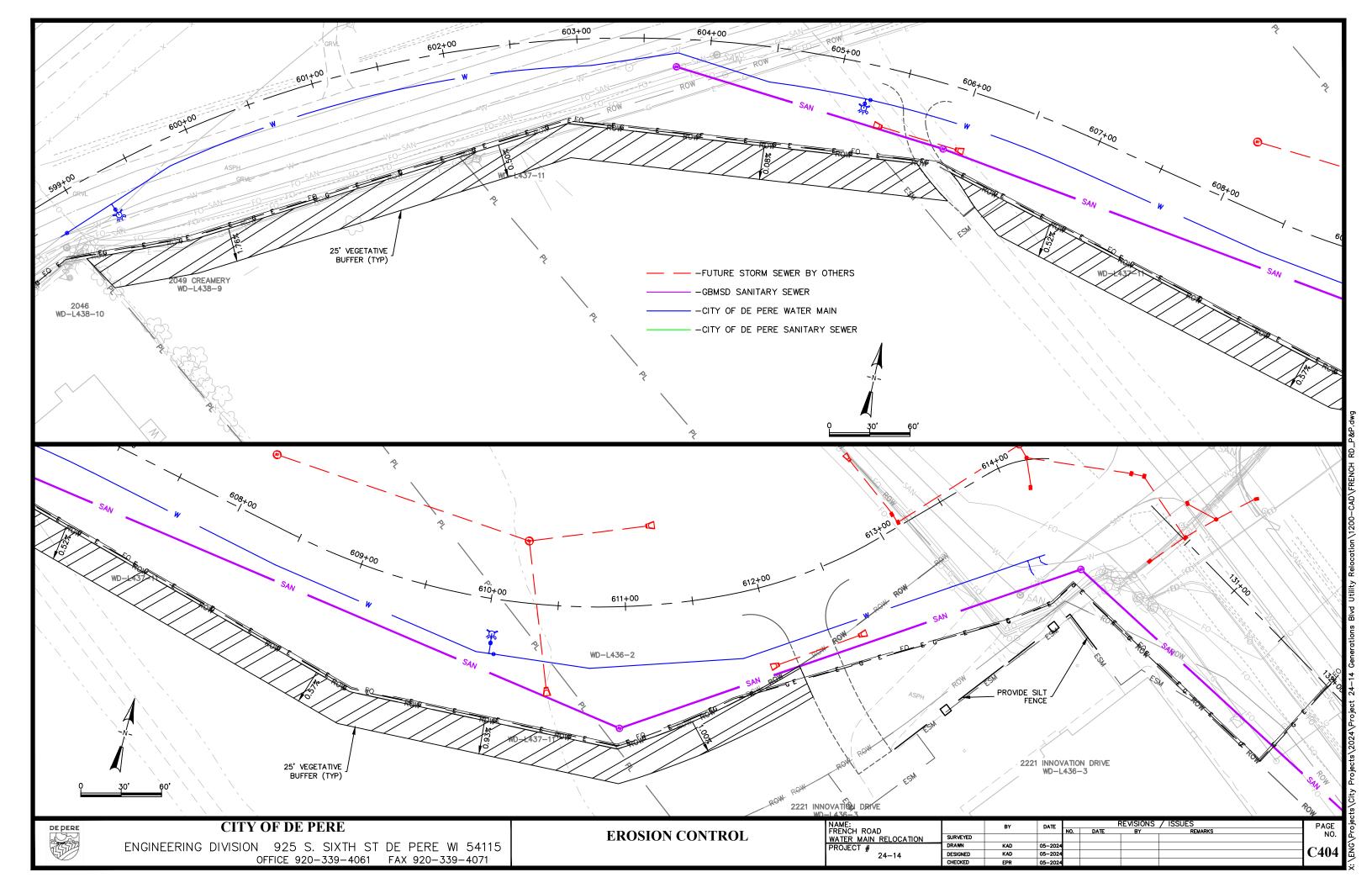


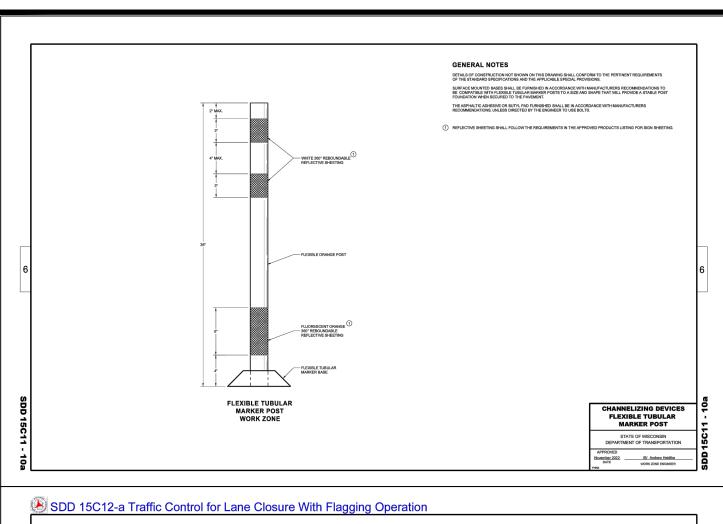


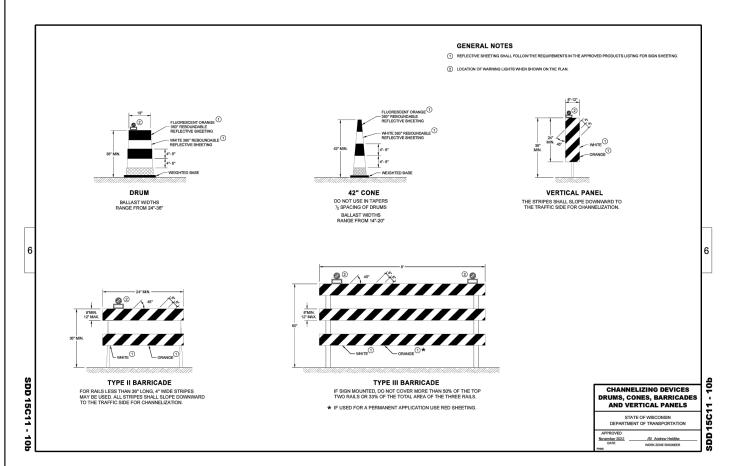


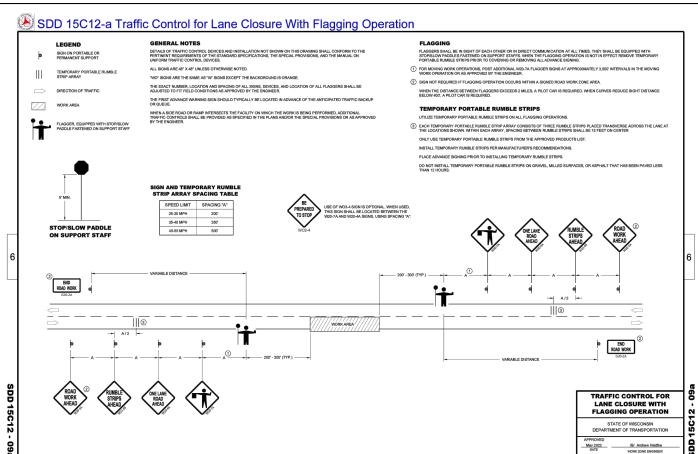


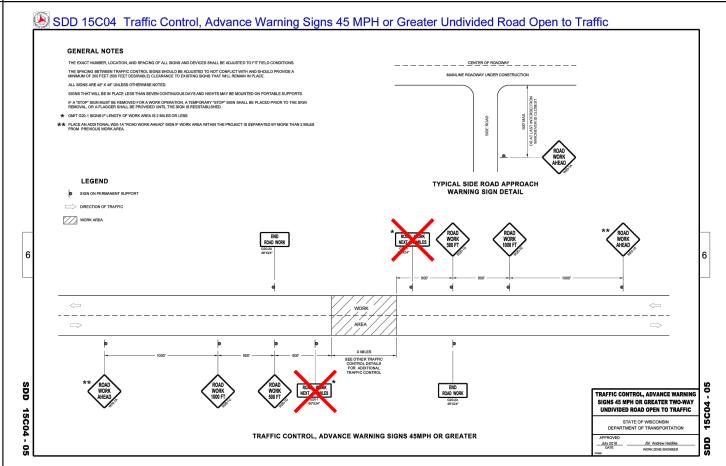














CITY OF DE PERE

FRENCH RD, INNOVATION CT & GENERATIONS BLVD TRAFFIC CONTROL DETAILS

NAME:		BY	DATE		F	REVISIONS	/ ISSUES	
FRENCH ROAD			DATE	NO.	DATE	BY	REMARKS	1
WATER MAIN RELOCATION	SURVEYED							
PROJECT #	DRAWN	KAD	04-2024					\mathbf{L}_{\sim}
24–14	DESIGNED							IC
	CHECKED	EPR	04-2024					1