

CITY OF DE PERE

PROJECT

26-06

CONCRETE STREET REPAIRS

BID DATE:

FEBRUARY 19, 2026

@ 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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JANUARY 30, 2026 – FEBRUARY 6, 2026

CITY OF DE PERE

ADVERTISEMENT TO BID

PROJECT 26-06

CONCRETE STREET REPAIRS

Online bids will be received and accepted for Project 26-06 Concrete Street Repairs via the online electronic bidding service through QuestCDN.com, until 1:00 PM, Thursday, February 19, 2026, at which time they will be publicly accepted, displayed and read aloud.

Project 26-06 for which proposals are being sought includes the following approximate quantities:

- 1,600 SY remove and replace 9-inch concrete pavement including spot repairs.
- 1,300 LF remove and replace 24-inch concrete curb and gutter
- 56,870 SF colored concrete sealing.

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 #10040917 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

**Project 26-06
Concrete Street Repairs**

City of De Pere

Public Works. Such forms shall be filed with the Director of Public Works no later than 4:00 PM, Monday, February 16, 2026. Prospective bidders who have previously submitted such forms subsequent to January 1, 2026 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 30th day of January, 2026.

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

Project 26-06

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:

1. 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:

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

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

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

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

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/345634277>

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

United States (Toll Free): [1 877 309 2073](tel:18773092073)

Access Code: 345-634-277

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

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

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-06

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, February 19, 2026 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:

Addendum No.

Addendum Date

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

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

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

TOTAL BID PRICE: \$ _____

**Project 26-06
Concrete Street Repairs**

City of De Pere

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. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by _____ of _____,

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

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

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Wisconsin is ___/___/___.

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (if applicable)

SECTION 00 41 43

CITY OF DE PERE

PROJECT 26-06

BID SCHEDULE – UNIT PRICE

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
STORM SEWER					
ST-01	Remove and Replace 12" PVC, PP, or RCP (Class III) Storm Sewer	LF	45	\$	\$
ST-02	Dig Down Spot Repair of Storm Sewer Offset Joint (10'-21" PVC, PP, or RCP Class III)	EA	1	\$	\$
ST-03	Dig Down Spot Repair of Storm Sewer Offset Joint (15'-18" PVC, PP, or RCP Class III)	EA	1	\$	\$
ST-04	Dig Down Spot Repair of Storm Sewer Offset Joint (15'-12" PVC, PP, or RCP Class III)	EA	1	\$	\$
ST-05	Dig Down Spot Repair of Storm Sewer Offset Joint (5'-12" PVC, PP, or RCP Class III)	EA	1	\$	\$
STREET AND DRAINAGE					
SD-01	Provide 1-1/4" Crushed Aggregate Base Course	TON	100	\$	\$
SD-02	Remove and Replace 9" Doweled Concrete Pavement	SY	1,600	\$	\$
SD-03	Remove and Replace 9" Doweled Concrete Pavement (HES-3 Day)	SY	10	\$	\$
SD-04	Remove and Replace 9" Doweled Concrete Pavement (HES-24 Hour)	SY	10	\$	\$
SD-05	Remove and Replace 9" Doweled Concrete Pavement (City Wide Repairs)	SY	50	\$	\$
SD-06	Remove and Replace 24" Concrete Curb and Gutter (Integral)	LF	1,300	\$	\$

**Project 26-06
Concrete Street Repairs**

City of De Pere

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE (Continued)					
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	30	\$	\$
SD-08	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	20	\$	\$
SD-09	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	10	\$	\$
SD-10	Drilled Dowel Bars	EA	1,800	\$	\$
SD-11	Drilled Tie Bars	EA	800	\$	\$
SPECIAL CONSTRUCTION					
SC-01	Inlet Protection Type D	EA	57	\$	\$
SC-02	Adjust Inlet Less than 1-Foot	EA	26	\$	\$
SC-03	Adjust Inlet Less than 1-Foot and Provide New Casting	EA	3	\$	\$
SC-04	Adjust Inlet Greater than 1-Foot	EA	2	\$	\$
SC-05	Adjust Inlet Greater than 1-Foot and Provide New Casting	EA	1	\$	\$
SC-06	Adjust Manhole Less than 1-Foot	EA	6	\$	\$
SC-07	Adjust Manhole Less than 1-Foot and Provide New Casting	EA	26	\$	\$
SC-08	Adjust Manhole Greater than 1-Foot	EA	3	\$	\$
SC-09	Adjust Manhole Greater than 1-foot and Provide New Casting	EA	1	\$	\$
SC-10	Mortar Pipe Connections within Interior of Structure	EA	7	\$	\$

**Project 26-06
Concrete Street Repairs**

City of De Pere

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SPECIAL CONSTRUCTION (Continued)					
SC-11	Re-Pour Flowline of Structure	EA	2	\$	\$
SC-12	Colored Concrete Sealing	SF	56,870	\$	\$
SC-13	Traffic Control (Main Avenue Colored Concrete Sealing)	LS	1	\$	\$
SC-14	Traffic Control (Concrete Street Repairs)	LS	1	\$	\$
TOTAL AMOUNT BID					\$

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That _____,

as Principal, hereinafter called Principal, 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 City, in the amount of _____ dollars (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Project 26-06 in accordance with drawings and specifications prepared by the Director of Public Works of said City, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this _____ day of _____, 20_____.

In the presence of:

WITNESS

PRINCIPAL (SEAL)

WITNESS

SURETY (SEAL)

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:

ITEM	MATERIAL	SUPPLIER
Concrete	NOT APPLICABLE	
Concrete Sealant		
Dowel Bars	NOT APPLICABLE	
Tie Bars	NOT APPLICABLE	
Storm Sewer (PVC)		
Storm Sewer (PP)		
Storm Sewer (RCP)		

SECTION 00 51 00

NOTICE OF AWARD

(Contractor)
(Contractor Name)
(Address)
(Address)

Project Description: 26-06 Concrete Street Repairs

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 January 30, 2026 and February 6, 2026.

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 _____ 2026.

DEPARTMENT OF PUBLIC WORKS

BY: Eric P. Rakers, P.E.
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____, this the _____ day of _____, 20__

By: _____

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 agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed 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 Project 26-06 Concrete Street Repairs, 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 January 30, 2026 and February 6, 2026.
- (b) Drawings designated for Project 26-06 Concrete Street Repairs dated January 30, 2026.
- (c) City of De Pere 2025 Construction Specifications.
- (d) Special Provisions dated January 30, 2026.
- (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).

SECTION 00 55 00

NOTICE TO PROCEED

Date: _____

(CONTRACTOR NAME)
(ADDRESS)
(ADDRESS)

Project Description: 26-06 Concrete Street Repairs

You are hereby notified to commence work in accordance with the CONTRACT dated _____, within ten (10) days of this Notice. All work under this contract shall be completed within _____ (NUMBER IN WORDS) (__#) consecutive days from the start of construction or _____ (DATE) whichever comes first.

Department of Public Works

By: Eric P. Rakers, P.E.
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____ day of _____, 20 ____.
Company Name

Signature

BY: _____
Printed Name

TITLE: _____

SECTION 00 61 13

CITY OF DE PERE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That **(CONTRACTOR NAME)**, as Principal, hereinafter 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 below defined in the **amount of _____ (CONTRACT AMT. SPELLED OUT) (\$_____)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors 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 26-06, in accordance with drawings and specifications prepared by the Director of Public Works of said City, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with 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.
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.

**Project 26-06
Concrete Street Repairs**

City of De Pere

- 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)	(SEAL)
_____	_____	_____
(WITNESS)	(SURETY)	(SEAL)

SECTION 00 61 16

CITY OF DE PERE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That (CONTRACTOR'S NAME), as Principal, hereinafter 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 City, in the amount of _____ (AMOUNT WRITTEN OUT) (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assign, 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 the City for Project 26-06, in accordance with drawings and specifications prepared by the Director of Public Works of said City, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said CONTRACT, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by the City to be in default under the CONTRACT, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly

1. Complete the CONTRACT in accordance with its terms and conditions or
2. Obtain a bid or bids for submission to City for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by City to Contractor under the CONTRACT and any amendments thereto, less the amount properly paid by City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the CONTRACT falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the owner named herein or the heirs, executors, administrators or successors of City.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

In the Presence of:

_____	_____	_____
(WITNESS)	(CONTRACTOR)	(SEAL)
_____	_____	_____
(WITNESS)	(SURETY)	(SEAL)

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 FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions		
				1. ORIGINAL CONTRACT PRICE:.....	
				2. Net change by Change Orders and Written Amendments (+ or -):.....	\$0.00
				3. CURRENT CONTRACT PRICE (Line 1 plus Line 2):.....	\$0.00
				4. Total completed and stored to date Column H on Progress Estimate:.....	\$0.00
				5. Retainage (per Agreement):	
				a. Work Completed - Column H (95% up to 50% of Contract or 2.5% of 100% of Contract)	\$0.00
				6. AMOUNT ELIGIBLE TO DATE (Line 4 minus 5).....	\$0.00
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$0.00
				8. AMOUNT DUE THIS APPLICATION (Line 6 minus Line 7).....	\$0.00
		\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS:					\$0.00

CONTRACTOR'S CERTIFICATION

<p>The undersigned Contractor certifies that:(1) all previous progress payments received from Owner on account of Work done under Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by the Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date:

Payment of:	\$	
		(Line 8 or other - attach explanation of other amount)
is recommended by:		
	(Contractor)	(Date)
Payment of:	\$	
		(Line 8 or other - attach explanation of other amount)
is recommended by:		
	(Owner)	(Date)

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner:	Owner's Contract No.:
Contractor:	

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Contractor and Engineer, and found to be substantially complete. The Date of Substantial completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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

Executed by Engineer

Date

Accepted by Contractor

Date

SECTION 01 10 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. 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, 2025 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
 - 1. 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.

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. Ridgeway Boulevard from N. Broadway Street to Webster Avenue
- b. Lande Street from Fourth Street to Third Street
- c. Grant Street from S. Fifth Street to Third Street
- d. Various spot repair and colored concrete sealing locations throughout the City.

2. Work will be performed under the following prime contract:

- a. 26-06 Concrete Street Repairs

B. The Work includes:

1. Spot storm sewer repairs.
2. Fine grading and base preparation.
3. Crushed aggregate base course.
4. Remove and replace doweled concrete pavement and curb and gutter.
5. Terrace restoration.
6. Traffic control.
7. Erosion control.
8. Colored concrete sealing.

1.4 WORK SEQUENCE/SCHEDULE

- A. This project shall be completed by October 2, 2026. The City reserves the right to request one additional mobilization to complete unexpected concrete repairs if work is substantially completed before this date.
- B. Work on Grant Street and Lande Street shall occur between May 18, 2026 and August 14, 2026 due to the proximity to St. Norbert College.
- C. Conduct construction activities to maintain access to businesses and residences throughout construction.

- D. Install applicable erosion control practices prior to the start of construction.
- E. No work shall occur on the following national holidays:
 - 1. Monday, May 25, 2026 – Memorial Day
 - 2. Friday, July 3, 2026 – Independence Day
 - 3. Monday, September 7, 2026 – Labor Day
- F. Any lane closures required for colored concrete sealing will be limited to off peak hours. No work that interferes with travel lanes will be permitted prior to 9:00 AM or between 3:00 PM and 6:00 PM. Weekend work may be used to accommodate colored concrete sealing outside of these hours when work is limited to medians or terraces that do not require a lane closure. Work will be permitted during peak hours if all equipment is staged in the median and/or terraces and out of the traveled way.

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. The City of De Pere Park Department will trim trees in conflict with construction if the City receives advanced notification. Questions regarding trees or landscaping that is bid as part of this contract can be directed to the Engineer.
- B. Owner has awarded a separate contract for performance of certain construction operations which will be conducted at the Project Site simultaneously with work under this Contract. This Contract includes the following:
 - 1. Project 26-04 Ontario Street Reconstruction. N. Ontario Street will undergo full utility relay and roadway reconstruction from George Street to Ridgeway Boulevard.
- C. 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.

1.8 PROJECT UTILITY SOURCES

- A. Green Bay Metropolitan Sewer District (NEW Water), Lisa Sarau, (lsarau@newwater.us) (920-438-1039)
- B. AT&T, Kyle Weber, (kw715w@att.com) (920-221-5969)
- C. Wisconsin Public Service, Bob Laskowski, (Robert.laskowski@wisconsinpublicservice.com) (920-617-2775)
- D. Charter, Geoff Tulachka, (geoff.tulachka@charter.com)
- E. Nsight, Rick Vincent, (rick.vincent@nsight.com) (920-617-7316)
- F. TDS Metrocom, Chuck Zentmeyer, (chuck.zentmeyer@tdsmetro.com) (920-366-2807)
- G. Net-Lec (Mi-Tech Services), Chris Kraus, (ckraus@mi-tech.us)
- H. CenturyLink, Relocation Team, (relocations@lumen.com) (800-871-9244)
- I. Central Brown County Water Authority, Rob Michaelson, (rmichaelson@mpu.org) (920-686-4354)

1.9 MISCELLANEOUS PROVISIONS

- A. 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.
- B. A list of concrete pavement spot repairs will be provided to the Contractor at the preconstruction meeting for this project. This list is subject to change as additional utility repairs occur throughout the City that require concrete pavement restoration.
- C. Work on Ridgeway Boulevard, Grant Street, and Lande Street shall be staged to allow a single operating lane in each direction while maintaining cross-over access into the abutting homes and businesses.
 - 1. Two-way traffic on Ridgeway Boulevard can be shifted to one side of the Boulevard to accommodate concrete pavement repairs with exception of the blocks nearest the signals at Webster Avenue and the stop control at N. Broadway Street.
- D. Ingress and egress to the site of Work for delivery of materials, hauling of excavation, daily construction activities and all vehicular traffic shall be as follows:
 - 1. Access Ridgeway Boulevard via N. Broadway Street (STH 57) or Webster Avenue (CTH X).
 - 2. Access Grant Street via Grant Street (CTH EE). Empty trucks may exit onto 3rd or 4th Street north to Reid Street (STH 32).
 - 3. Access Lande Street via 3rd or 4th Street from Scheuring Road (CTH F).

PART 2 – PRODUCTS

PART 3 – EXECUTION

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. Storm Sewer Mains (Granular Backfill) | ST-01 |
| 2. Storm Sewer Dig Down Spot Repair | ST-02, ST-03, ST-04 & ST-05 |
- B. Unit Prices include:
1. 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 STORM SEWER MAINS (GRANULAR BACKFILL)

- A. The unit price for Storm Sewer Main (Granular Backfill) work includes:
 1. General Work Items of Article 1.2.
 2. Storm sewer pipe and fittings of material stated in the Unit Price Bid Schedule and installed using the open trench method.
 3. Excavation, breakdown and removal of abandoned piping inside the trench area, including plugging of existing connections.
 4. Excavation, breakdown and removal of abandoned pipeline structures inside the trench area, including plugging of existing connections.
- B. Measurement of payment will be the actual horizontal length along the centerline of the installed sewer from centerline of the manhole to centerline of manhole with no deductions for manholes, sewer services branches and other fittings.
- C. The unit of measurement for payment is linear feet.

1.4 STORM SEWER DIG DOWN SPOT REPAIR

- A. The unit price work for Storm Sewer Dig Down Spot Repair work includes:
 1. General Work Items of Article 1.2.
 2. Excavation.
 3. Exposing storm sewer line for repairs.
 4. Sawing existing storm sewer.
 5. Remove and replace pipe.
 6. Connection to existing storm sewer.
 7. Repairing offset joints where present.

- B. Measurement for payment will be the actual number completed.
- C. The unit of measurement for payment is each.

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> |
| 1. Crushed Aggregate Base and Surface Course | SD-01 |
| 2. Portland Cement Concrete Pavement | SD-02, SD-03, SD-04 & SD-05 |
| 3. Portland Cement Concrete Curb and Gutter | SD-06 & SD-07 |
| 4. Portland Cement Concrete Driveway and Sidewalk | SD-08 & SD-09 |
| 5. Drilling Tie Bars and Dowel Bars | SD-10 & SD-11 |
- B. Unit Prices include:
1. 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.
12. Final casting and valve box adjustment.
13. Shop drawings and other submittals.

1.3 CRUSHED AGGREGATE BASE AND SURFACE COURSE

- A. The unit price for Crushed Aggregate Base and Surface Course 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. Maintenance until surface pavement is constructed.
 6. Preparation of crushed aggregate base for paving.
 7. Adjustment of manholes and valve boxes to proposed finish road grade.
- B. Measurement of payment will be the actual amount of material required and incorporated in the work verified by submitting to the Engineer delivery tickets provided with each load showing the weight measured on a certified scale, type of material, the date delivered and the project name. Aggregates in excess of seven percent (7%) total moisture determined based on the dry mass of the aggregates will have moisture content in excess of seven percent (7%) deducted from the measured weight.
- C. The unit of measurement for payment is tons.

1.4 PORTLAND CEMENT CONCRETE PAVEMENT

- A. The unit price for Portland Cement Concrete Pavement work includes:
1. General Work Items of Article 1.2.
 2. Furnish all labor, tools, equipment and services.
 3. Providing Portland cement concrete mixture of thickness shown in the drawings or specified elsewhere.
 4. Surface preparation.
 5. Providing reinforcement including tie bars and dowel bars.
 6. Drilling tie bars and dowel bars into existing pavement.
 7. Joint sealing.
 8. Providing curing.
 9. Concrete sealing with linseed oil.
 10. Fine grading of subgrade.
 11. Providing expansion joints and contraction joints.
 12. Adjustment of manholes, water valves, inlets/catch basin and other structures to finish grade.
 13. Finishing.

14. Protection.

- B. Measurement for payment will be length and width of areas paved. Concrete curb and gutter will be measured separately, regardless if the curb is installed with integral curb. Curb and gutter will be paid per linear foot for twenty-four (24) inch width. The width and length will be subtracted from the concrete pavement area if integral curb is constructed.
- C. The unit of measurement for payment is square yard.

1.5 PORTLAND CEMENT CONCRETE CURB AND GUTTER

- A. The unit price for Portland Cement Concrete Curb and Gutter work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Providing Portland cement concrete mixture of size shown in the drawings or specified elsewhere.
 - 3. Providing expansion joints.
 - 4. Providing curing.
 - 5. Existing curb and gutter removal.
 - 6. Subgrade preparation.
 - 7. Provide crushed aggregate base.
 - 8. Fine grading of subgrade.
 - 9. Providing contraction joints.
 - 10. Driveway entrances and handicap ramp entrances.
 - 11. Adjustment of catch basin/inlets.
 - 12. Finishing.
 - 13. Protection.
 - 14. Restoration behind the curb.
- B. Measurement for payment will be along the flow line of the gutter and through inlets/catch basins.
- C. The unit of measurement for payment is linear feet.

1.6 PORTLAND CEMENT CONCRETE DRIVEWAY AND SIDEWALK

- A. The unit price for Portland Cement Concrete Sidewalk and Driveway work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Providing Portland cement concrete mixture of thickness shown in the drawings or specified elsewhere.
 - 3. Providing reinforcement.
 - 4. Providing expansion joint.
 - 5. Providing curing.
 - 6. Existing pavement removal.
 - 7. Subgrade preparation.

8. Providing contraction joints.
9. Handicap ramps.
10. Sidewalk steps.
11. Saw cutting adjacent surfaces.
12. Finishing.
13. Protection.
14. Restoration.

B. Measurement for payment will be the average horizontal length and width of the concrete placed.

C. The unit of measurement for payment is square yards.

1.7 DRILLING TIE BARS AND DOWEL BARS

A. The unit price for Drilling Tie Bars and Dowel Bars work includes:

1. General Work Items of Article 1.2.
2. Providing and installing bars, including coating.
3. For drilling holes in concrete not placed under the contract.
4. For epoxying or driving.

B. Measurement for payment will be the actual number of bars installed.

1. This item applies to ties drilled into existing concrete pavement, curb and gutter, sidewalk, and driveways.
2. This item does not apply to dowel bar baskets or ties placed into newly poured concrete pavement and patches.

C. The unit of measurement for payment is each.

END OF SECTION

SECTION 01 22 05

MEASUREMENT AND PAYMENT SPECIAL CONSTRUCTION

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
- | | <u>Bid Item No.</u> |
|---|--|
| 1. Inlet Protection Erosion Control | SC-01 |
| 2. Adjusting Existing Structure Frame and Casting | SC-02, SC-03, SC-04, SC-05,
SC-06, SC-07, SC-08 & SC-09 |
| 3. Mortar Pipe Connections | SC-10 |
| 4. Poured In Place Bench | SC-11 |
| 5. Colored Concrete Sealing | SC-12 |
| 6. Traffic Control | SC-13 & SC-14 |
- B. Unit Prices include:
1. 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 INLET PROTECTION EROSION CONTROL

- A. The unit price for Inlet Protection Erosion Control work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Provide geotextile and wood materials for type shown on the Drawings.
 - 3. Placing inlet protection system.
 - 4. Inspection and maintenance of the installed inlet protection.
 - 5. Removal of the inlet protection.
 - 6. Cleaning debris buildup around inlet.
- B. Measurement for payment will be actual number of inlet protection erosion control installed.
- C. The unit of measurement for payment is each.

1.4 ADJUST EXISTING STRUCTURE FRAME CASTING

- A. The unit price for Adjusting Existing Structure Frame Casting work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Providing new structure frame and lid castings where indicated on the plans or as directed by the Engineer.
 - 3. Removal of the casting and existing adjusting rings from the structure as required.
 - 4. Providing concrete adjusting rings and a 2-inch rubber riser ring from the WisDOT approved product list.
 - 5. Bituminous plastic cement sealing the exterior of the adjusting rings and casting.
 - 6. The ring will be secured to the precast section with a 3 ½ inch wide Kent Seal or equal.
 - 7. Above the concrete ring attach ¼ inch thru 3-inch-thick ring using two ⁵/₁₆ inch bead above and below the ring of sealant type as recommended by the rubber manufacturer.
 - 8. Initial and final adjustment.
 - 9. Backfilling and compacting.
- B. Measurement for payment will be the actual number of structure frame casting adjusted.
- C. The unit of measurement for payment is each.

1.5 MORTAR PIPE CONNECTIONS

- A. The unit price for Mortar Pipe Connections work includes:
 - 1. General Work Items of Article 1.2.
 - 2. Furnish all labor, tools, equipment, and services.
 - 3. Bituminous plastic cement sealing the interior of the manhole structure at the pipe connections.
- B. Measurement for payment will be the actual number of structures having pipe connections sealed with mortar.

C. The unit of measurement for payment is each.

1.6 POURED IN PLACE BENCH

A. The unit price for Poured In Place Bench work includes:

1. General Work Items of Article 1.2.
2. Bypass Pumping.
3. High pressure cleaning of interior.
4. Patching voids and cracks.
5. Removing existing bench (if required).
6. Disposal of existing bench (if required).
7. Forming bench and applying material to form bench.
8. Cleaning of any debris left from pouring the bench in the work area.

B. Measurement for payment will be the actual number of poured in place bench installed.

C. The unit of measurement for payment is each.

1.7 COLORED CONCRETE SEALING

A. The unit price for Colored Concrete Sealing work includes:

1. General Work Items of Article 1.2.
2. Furnish all labor, tools, equipment and services.
3. Sealant material.
4. Preparation of concrete per the sealant manufacturer's recommendations.
5. Placing sealant (two coats).
6. Protection of newly placed sealant.

B. Measurement for payment will not be made unless there is a change in project scope. The estimated quantity represents the computed area using computer aided drafting software.

C. The unit of measurement for payment is square feet.

1.8 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.
6. Sidewalk closure.

- B. Measurement for payment will not be made.
 - 1. This item applies to the specific bid items lists. 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.

- 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

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

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.

- 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.
1. 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.
1. 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.

- 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

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:
 - 1. "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.

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

PART 3 – EXECUTION

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Underground Utilities.
 - 2. Property Monuments.
 - 3. Traffic Control.

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.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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, verify 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 PROVIDED BY THE ENGINEER

- A. General
 - 1. Establish benchmarks for construction as shown on the drawings.
 - 2. Establish control points as shown on the drawings.

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.

END OF SECTION

SECTION 03 35 33

STAMPED COLORED CONCRETE FINISHING

1.1 SUMMARY

A. Section Includes:

1. Constructing stamped colored concrete.

1.2 REFERENCES

- A. WisDOT Standard Specification for Highway and Structure Construction, Latest Edition.

1.3 SUBMITTALS

A. Design Mixes

1. Submit copies of the composition and strength testing results for design mix for each type of concrete.

B. Certificates

1. Manufacturer's certification of the curing compound.
2. Manufacturer's certification of evaporation retarders.
3. Manufacturer's certification of sealer with sure grip.

C. Samples

1. Provide all material samples needed for the required testing.

1.4 QUALITY ASSURANCE

- A. Independent testing will be completed by the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete shall be in accordance with the Standard Specifications.

- B. The stamping pattern shall be Belgian Basket Weave used brick.

- C. The coloring admixture shall be WisDOT Red, conforming to Section 405 of the WisDOT Standard Specification for Highway and Structure Construction.

- D. The maximum amount of chert allowed shall be less than one percent (1.0%) by weight.

- E. The City of De Pere will provide three sets of six basic concrete stamping and patterning tools. The contractor shall provide other tools necessary to complete the work.
- F. Evaporation retarders: Waterborne monomolecular film forming manufactured for application to fresh concrete, Dayton Superior Day-Chem Sure Film J-74 or equal.
- G. Form Release Agent.
- H. AK-2 ACHRO KURE 1315 sealer with sharp grip added.
- I. Curing and sealing materials shall be compatible with colored concrete as recommended by the manufacturer.

PART 3 – EXECUTION

3.1 PLACING AND FINISHING CONCRETE

- A. Construct stamped colored concrete pavement in accordance with the standard specifications and as hereinafter provided. The coloring of the concrete shall be full depth color, not surface application.
- B. The City of De Pere will provide the decorative stamping and patterning tools for stamping the concrete. The City has 21 rigid stamps and 3 flexible stamps. The stamps owned by the City are Belgian Basket Weave used brick. If the Contractor needs to purchase more stamps to perform the work, the additional stamps purchased shall be considered incidental to the stamped colored concrete. Return the concrete stamping and patterning tools to the City once work is complete. Return concrete stamping and patterning tools in good condition. If the concrete stamping and patterning tools are not returned to the City in good condition the contractor shall replace the stamping and patterning tools.
- C. Provide all other standard finishing tools for stamping the colored concrete.
- D. Colored concrete shall be produced in one (1) cubic yard increments. No ½ cubic yard loads will be accepted.
- E. Water/cement in mix design shall be consistent to maintain consistent color.
- F. Colored concrete mixes for the entire project shall be consistent. If the mix is started with High Early Strength then all colored concrete shall be provided as High Early Strength. Switching from regular colored concrete to High Early Strength colored concrete or High Early Strength colored concrete to regular colored concrete will not be allowed.
- G. Once pouring of the colored concrete on the project has begun, cement switching in the colored concrete will not be allowed because it will affect the color consistency of the colored concrete.

- H. Any additional water added to colored concrete once the truck is on site will be rejected.
- I. Blessing of the colored concrete pavement with water once concrete is in place will not be allowed. If water is added to the surface of the colored concrete surface once concrete is in place, the colored concrete will be rejected and will need to be removed.
- J. Evaporation reducers will be used throughout the construction of the colored concrete.
- K. Cover and protect adjacent construction and concrete from discoloration and spillage during placement of colored concrete, application of release agents, and sealers.
- L. Liquid release agent shall be uniformly applied onto the colored still plastic state concrete to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.
- M. While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Monitor the setting up of the concrete. Once the concrete has set to the point it can be stamped the contractor shall begin stamping. Uniformly pound or press imprint tool into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken corners, double imprints and surface cracks.
- N. Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice.
- O. For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finished imprinting shall match pre-construction mock-up.
- P. After concrete has been stamped and the sheen has left the surface of the colored concrete, the colored concrete shall be sealed with AK-2 ACHRO KURE 1315 with sharp grip added. Apply per manufacturer's recommendations. Two coats of seal shall be applied. Apply second coat after first coat has dried. Do not seal over blemishes or imperfections caused by rainfall or protection materials.
- Q. In general colored concrete must be protected from premature drying and excessive cold or hot temperatures. Apply evaporation retarders to concrete surfaces only if hot, dry, or windy conditions causing a moisture loss approaching 0.20lb./sq.ft. x h before and during initial finishing operations. Apply according to manufacturer's written instructions after placing and screeding and during initial floating operations.
- R. Protect the colored concrete from damage.

- S. Adjacent concrete that is discolored shall be removed and replaced to the approval of the engineer.