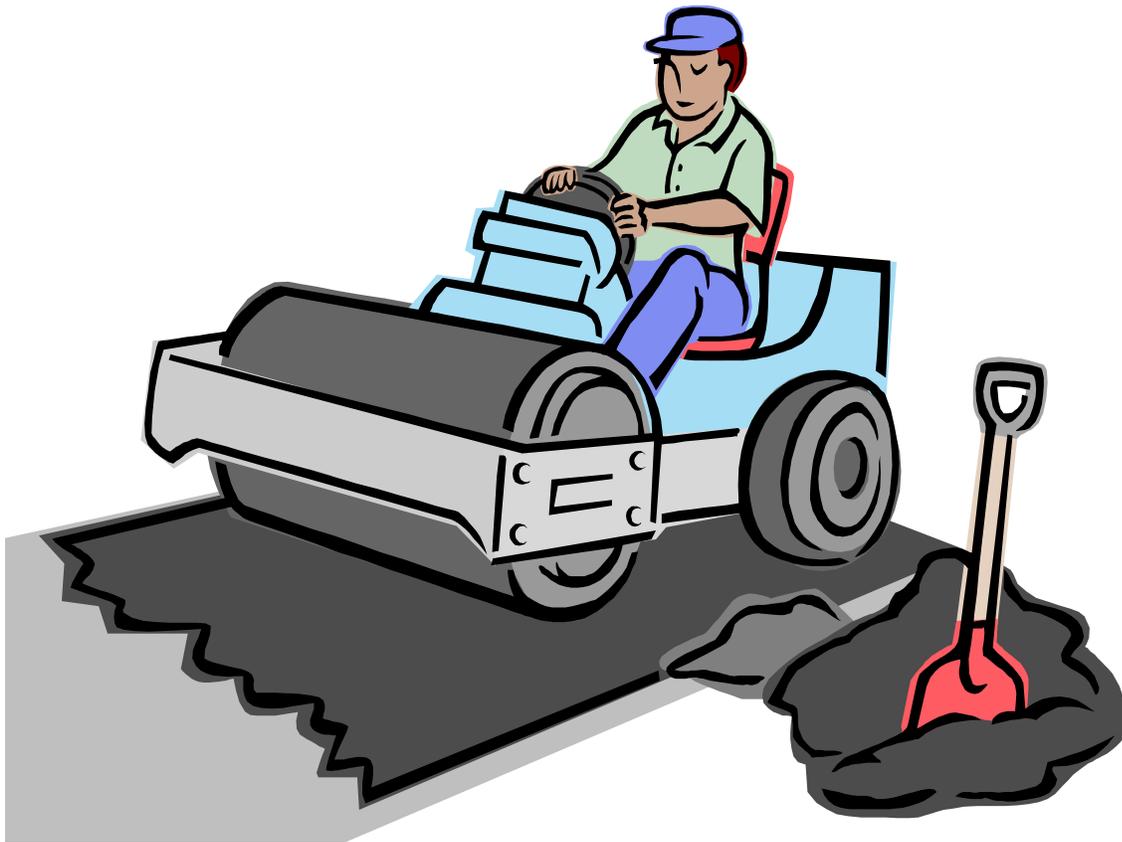


City of Antigo

Specifications and Bid Sheet

for Eighth Ave and Thomas St Construction



INVITATION TO BID
CITY OF ANTIGO
Eighth Ave and Thomas Street Construction

The City of Antigo will accept sealed bids for all materials and work associated with **approximately 850 LF of Curb & Gutter installation and 5,625 Square Yard of Blacktop pavement**. Specifications, including information for bidders, may be obtained from the Public Works office, 700 Edison Street, Antigo, WI 54409.

Bids will be accepted until 1:00 p.m. on September 17, 2019, and should be submitted to the Clerk-Treasurer's Office, 700 Edison Street, Antigo, WI 54409, in a sealed envelope marked "**Eighth Ave and Thomas Street Construction**".

The City of Antigo reserves the right to reject any or all bids and to accept the bid deemed most advantageous to the City. No bid may be withdrawn for a period of 30 days after the opening date.

Public Works Department
City of Antigo

www.antigo-city.org

CITY OF ANTIGO
Eighth Ave and Thomas St. Construction

The City of Antigo is accepting bids for Patching Curb and Gutter, Pulverizing and Paving the 700 and 800 Blocks of Watson St identified on the attached map. Please return this page in a sealed envelope labeled **Eighth Ave and Thomas St Construction** to the Clerk-Treasurer's Office, 700 Edison Street, Antigo, WI 54409 by 1:00 p.m. on September 17, 2019.

COMPANY: _____ DATE: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Project 1 – Eighth Ave

Pulverize 3,700 Sq Yds per SY \$ _____ \$ _____

3" Asphalt Pavement 3,700 Sq Yds per SY \$ _____ \$ _____

10 LF 30" Curb & Gutter per LF \$ _____ \$ _____

Sub Total \$ _____

Project 2 Thomas St

3" Asphalt Pavement 1,925 Sq Yds per SY \$ _____ \$ _____

840 LF 30" Curb and Gutter per LF \$ _____ \$ _____

Sub Total \$ _____

Project Total \$ _____

PROJECT DESCRIPTION

The City of Antigo is soliciting bids to for two projects

Project 1- Eighth Ave from the bridge west to USH 45 approximately 3,700 SY of pulverize, pave 3" asphalt and install 10 feet of curb replacement on the south side.

Project 2 – Thomas St to Laurisa Lane – install 850 LF of new curb and gutter, pave approximately 1,925 Square Yards of 3" asphalt.

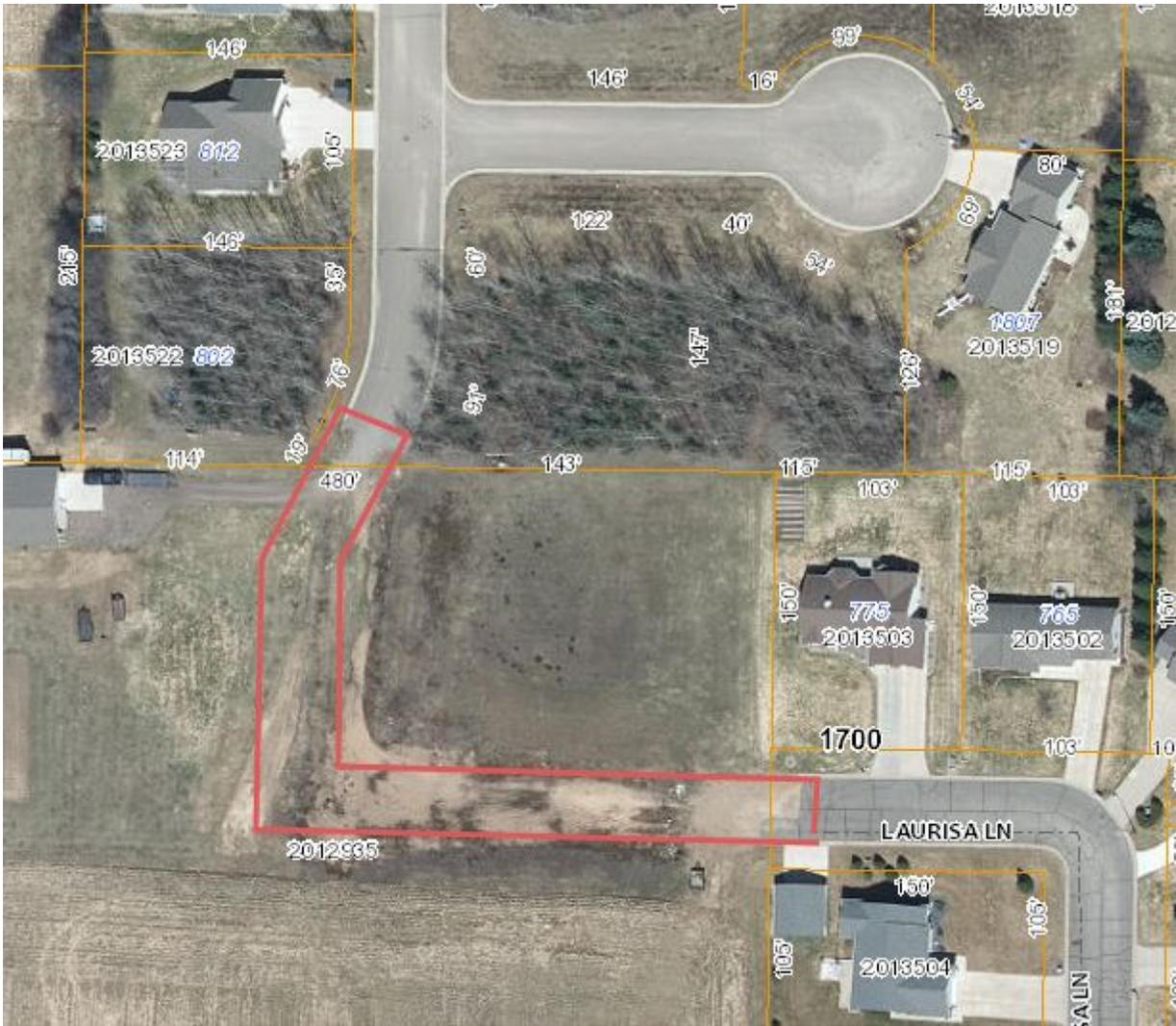
City of Antigo will be responsible for:

- 1) Staking curb and gutter on both projects
- 2) Curb removal and base prep for curb
- 3) Installing gravel base on Project 2, after curb installation
- 4) Final back-fill and seed, both projects

Contractor will be responsible for:

- 1) Final Grading and construction a 3" thick asphalt pavement
- 2) Installing new curb and gutter
- 3) Saw cutting if needed.

Questions can be directed to Charley Brinkmeier, City of Antigo PW Department, 700 Edison St. Antigo WI 54409, 715-623-3633 ext. 132



Thomas St & Laurisa Ln

Install new 30" mountable curb from Laurisa Lane to Thomas St. Pave 3" asphalt pavement with a 3% crown.

City of Antigo
CONTRACT
Eighth Ave and Thomas St Construction

THIS AGREEMENT, Made this ___th day of September, 2019___ by and between: _____, hereinafter called "CONTRACTOR", party of the first part, and the City of Antigo, Wisconsin, a municipality, hereinafter called the "City" party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of payments and covenants provided and under a penalty expressed in a bond bearing even date herewith and hereto attached, does hereby covenant and agree, at his own proper cost, to do all work necessary for completion of the construction as contemplated by this agreement in a good and workmanlike manner and to the satisfaction of the Engineer or other authorized agents of the City, and to complete the work under the conditions of a bond herein contained and agreeable to orders from time to time of said Engineer or other officers of the City on or before **November 15, 2019**. The attached general contract, special specifications, and pavement specifications, shall be incorporated into the terms of the contract.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal and the party of the second part has caused these presents to be sealed with its corporate seal and to be subscribed by the Mayor of the City and City Clerk on the day and year first above mentioned.

WITNESS:

Contractor

By

SEAL

WITNESS:

Mayor

City Clerk

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ of _____

As Principal, and _____

of _____ as Surety, are held and firmly Bound unto

the City of Antigo, Wisconsin, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States, for payment of which sum to the City of Antigo, Wisconsin, we bind ourselves and our respective executors and administrators by these presents.

The condition of these obligations are such that if said bonded principal shall in all things well and truly perform all the terms and conditions of the foregoing and within contained contract to be by him performed and within the time mentioned and shall pay for all work or labor performed or materials furnished in connection with such contract as provide by law, and shall indemnify and hold harmless the City from all claims for damages from and all causes occasioned by said principals; operations under this contract, and shall repair or replace defective parts for a period of three years after final inspection, then this bond shall be void, otherwise in full force and effect.

Signed, sealed and dated this _____ day of _____.

Executed in presence of:

_____ By: _____ (Seal)

As to Principal

_____ By: _____ (Seal)

As to

CITY OF ANTIGO, WI

INSTRUCTION TO BIDDERS

IB-1 SURETIES AND BONDS

No bid will be considered unless accompanied by a contract with sureties or bond complete with exception of signatures.

IB-2 BID BOND

The Council has provided that in lieu of the foregoing provision bidders may accompany their bid with a certified check or bid bond equal to five percent (5%) of the bid, payable to the City as a warranty that if their bid is accepted they will execute and file the proper contract and performance bond as required by law within ten days of the date their bid is accepted. In the event the bidder fails to file such contract and bond within the time specified, the check or bid bond shall be forfeit to the City as liquidated damages.

IB-3 SECTION TO BE READ BY THE CONTRACTOR

Before submitting a bid all contractors and subcontractors shall read the Official Notice, Instructions to Bidders, General and Special Conditions, Specifications and Contract of which contain provisions applying to all contractors and subcontractors. The execution of a proposal will be considered by the City of Antigo as evidence that the contractor is familiar with every and all requirements for carrying out the project for which the bid is submitted.

IB-4 EXAMINATION OF PLANS AND SITE

Bidders must satisfy themselves by personal examination of the location and the proposed work by examining the plans on file with the Owner and by such other means as they may prefer as to the accuracy of the schedule and quantities of work to be done, the intent of the specifications, requirements of the Owner and the Engineer.

The bidders are expected to make a thorough examination and familiarize themselves with the site of the work, nature of the soil, and all local conditions affecting the execution of the work.

Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work is to be done or is now being performed and successful bidder must employ as fair as possible the methods and the means for carrying out this work as will not cause any interference or interruption with other contractors. After the submission of a proposal, no complaints or claims that there was any misunderstanding in regard to the estimates of the Owner or the nature of the quantities of work to be done will be entertained.

IB-5 PROPOSAL FORM

The proposal form hereto attached shall be used. The bid price shall be inked and in writing and figures and in the case of conflict the former shall apply. Where unit prices are called for, each of these items must be filled in. All computations in a unit price bid will be checked by the Engineer and corrections made where an error in computation is found and correct figures used to determine the total. The contractor shall bid on all items. If any item is omitted, the bid will be considered incomplete and rejected. The total amount of the bid will be the summation of the extensions of the unit prices with the estimated number of units. Only proposal which are made out on the regular proposal forms attached hereto will be considered. The proposal forms must not be separated from the attached volume.

IB-6 TIME OF COMPLETION

When so provided in the proposal of the contractor he shall specify the number of calendar days after the award of the contract when he will begin the work and the number of calendar days he will require to complete the work. A calendar day is considered 24 hours. He may be granted an extension of time as provided under "Delays" in the General Conditions.

When a contractor is delayed for any reason whatsoever, and such delay may prevent him from completing his contract within the time specified, he may apply for an extension of time to the City but such request must be made in writing within five (5) days after the delay occurs. The request shall clearly and concisely set forth the cause of the delay and the extension of time requested. The City will review the request based on its merits.

The contract shall be considered completed when in the judgment of the Engineer all work called for in the specifications has been completed and the construction becomes usable to the City.

IB-7 WITHDRAWAL OF BID

Proposals may be withdrawn any time previous to the hour of opening the bids but no proposal may be withdrawn after the time of opening bids is passed, for a period of thirty (30) days.

IB-8 REJECTION OF BIDS

The right is reserved by the Owner to reject any and all bids or to award any and all contracts to bidders who, in the judgment of the Owner, will best serve the Owner. The City reserves the right to reject the bid on any items which they may decide not to have installed.

A bid which has not been prepared according to the instructions contained herein or which does not contain a unit price which is both adequate and reasonable for each and

every item named in the proposal is subject to rejection. Unbalanced bids are subject to rejection.

IB-9 WHEN AWARD EFFECTUAL

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

IB-10 RETURN OF BID GUARANTEE

The bid deposit of all except the three (3) lowest bidders will be returned within three (3) days after opening of all bids. The Bid deposit of the three (3) lowest bidders will be returned within forty-eight (48) hours after contract and required bonds have been finally approved by the Owner.

CITY OF ANTIGO, WI

GENERAL CONDITIONS

GC-1	SCOPE OF WORK AND BIDS
GC-2	CHARACTER AND WORKMEN AND EQUIPMENT
GC-3	SITE INVESTIGATIONS AND REPRESENTATIONS
GC-4	CONTRACT DOCUMENTS
GC-5	INTENT OF CONTRACT DOCUMENTS
GC-6	ASSIGNMENT OF CONTRACT
GC-7	SUBCONTRACTORS
GC-8	OTHER CONTRACTS
GC-9	DEFINITIONS
GC-10	CONTRACT SURETY
GC-11	CONTRACTOR'S INSURANCE
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GC-36	PAYMENT
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GC-40	BARRICADES, SIGNS AND WARNING DEVICES
GC-41	PATENTS AND TRADE SECRETS
GC-42	CLEAN UP
GC-43	LIMITATIONS OF OPERATIONS
GC-44	MAILBOXES
GC-45	TRAFFIC CONTROL AND DETOURS

GENERAL CONDITIONS

GC-1 SCOPE OF WORK AND BIDS

The work done under this contract consists of furnishing all labor, tools, equipment, machinery, appliances and all materials except where definitely specified to the contract and construct complete, in working order, ready for use, the work covered by this contract.

The Contractor shall, for the price bid for all items under this contract, do all work prescribed in these specifications, to make the required excavation for the specified work; do all ditching and diking, pumping, bailing and draining, all sheeting and shoring, shall make all provisions necessary to maintain and protect all buildings, walls, fences, trees, water pipes, conduits, sewers, railings, railways and other structures, and shall repair all damages occurring to same during the progress of the work, and shall provide all bridges, fences and other means of maintaining travel on intercepting streets, roads, alleys, public places, and on streets, alleys and roads on which trenches are excavated, after giving due notice to parties affected thereby; shall maintain the same in good condition so long as may be necessary, and shall then remove such temporary expedients and restore such ways to their proper conditions; shall provide watchmen, fences, yellow warning lights and all other precautionary measures for protection of persons and property; shall refill all trenches, do all paving and repairing of streets disturbed by this work as herein provided; shall furnish all materials and tools, implements and transportation required to build and put in complete working order the contract awarded him, and shall do each and all to the satisfaction of the Engineer; remove all tree roots, timber and masonry structure and other obstacles, whether shown on the plans or not, by reason of being underground, or otherwise and no extension of other work shall be allowed for delay or expense occurred by any of the above.

GC-2 CHARACTER OF WORKMEN AND EQUIPMENT

The contractor will employ such superintendents, foremen and workmen as are careful and competent. All machinery and equipment used by the contractor on the work will be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work.

GC-3 SITE INVESTIGATIONS AND REPRESENTATIONS

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed to and during the prosecution of the work and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this contract. The Contractor further acknowledges that he has

satisfied himself as to the character, quality, and quantity of surface and sub-surface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides the responsibility therefore is assumed by the Owner. Representations made but not so expressly stated and for which liability is not expressly assumed by the Owner the contract shall be deemed only for the information of the Contractor.

GC-4 CONTRACT DOCUMENTS

The Contract documents consist of Official Notice, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Contract, Bond, Contractor's Proposal, Plans and Agenda, appropriate provisions that may apply to all Contractors and Subcontractors.

The General Conditions shall, in general, apply to all contractors performing work at the site. Provisions herein contained that do not apply to a particular contract, shall be disregarded.

GC-5 INTENT OF CONTRACT DOCUMENTS

The contract documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of this contract document is to include in the contract price, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which may have a well-known technical or trade meaning unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well known meaning recognized by architects, engineers and the trade.

GC-6 ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract or any part thereof, or monies due or to become due thereunder, without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid the Assignee under the assignments are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor for all persons, firms or corporations need not be inserted if the assignment technically constitutes a notation, i.e., the assignees not only acquire the benefits under the contract, but also assumes the obligations thereunder in place of the assignor.

GC-7 SUBCONTRACTORS

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract without the written consent of the Owner. If the Contractor shall sublet any part of this contract, the Contractor shall be fully responsible to the Owner for acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself.

GC-8 OTHER CONTRACTS

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit in his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

GC-9 DEFINITIONS

OWNER, MUNICIPALITY, BOARD, DISTRICT, shall be understood to mean the City of Antigo, Wisconsin, represented by its Board of Public Works.

ENGINEER shall be understood to mean the City Civil Technologist/Surveyor of the City of Antigo, Wisconsin.

ATTORNEY shall be understood to mean the Attorney for the City of Antigo, Wisconsin.

SURETY shall be understood to mean the person or corporation which is bound with the Contractor (who is primarily liable) who engaged to be responsible for payment of all debts pertaining to the contract, and for an acceptable performance of the work for which he has contracted.

CONTRACTOR shall be understood to mean the person, firm or corporation contracting the work described herein.

PLANS shall be understood to mean all drawings or reproductions of drawings, including profiles, sections and sketches which have been made for the purpose of representing the work to the Contractor all of which are to be considered a part of the contract. Plans and drawings are used synonymously.

OR EQUAL, whenever in any part of the contract documents an article, material or equipment is defined by a proprietary product, or by using the name of a manufacturer or vendor the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such manner as to exclude manufacturers' products of comparable quality, design and

efficiency. The Contractor shall comply with the requirements of the contract documents relative to the Owner's approval of materials and equipment before they are incorporated in the project.

"NOTICE", where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Engineer or the Owner, or shall have been placed in the United States mail addressed to the Clerk or Secretary of the Owner at the place where the bids or proposals for the contract were opened; as to the Contractor: When a written notice shall be delivered to the chief representative of the contractor at the site of the project or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the Surety of the performance bond: When a written notice is placed in the United States mail addressed to the Surety at the home office of such surety or to its agent or agents who execute such performance bond on behalf of such surety.

"COMPLETED WORK" is understood to mean work, which has been accepted by the Engineer and recommended to the Owner as having been performed in accordance with these specifications. Completed work may be accepted but not paid for in full until the entire contract has been completed and accepted.

GC-10 CONTRACT SURETY

The Contractor shall furnish a surety (bond attached) in an amount of at least equal to 100% of the contract price as surety for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

GC-11 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- (a) **Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all their employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case the class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

(b) **Public Liability and Property Damage Insurance:** The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims and damages for personal injury, including accidental by this contract from claims and damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by either of them and amount as such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and, subject to the same limit for each person, in an amount of not less than \$1,000,000.00 on account of one accident an Property Damage Insurance in an amount of not less than \$1,000,000.00 (One Million), include the City of Antigo as additional named insured, with a copy of the Certificate of Insurance and Endorsement forwarded to the City Clerk's office.

Any subcontractor not covered by the Contractor's Public Liability and Property Damage Insurance shall carry Owner's Protective and Subcontractor's Liability Insurance in the same amounts. The Contractor shall be responsible for a subcontractor's carrying the insurance herein required.

Insurance Covering Special Hazards: The following special hazards shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance Policy or Policies herein elsewhere required to be furnished by this Contractor or by separate policies of insurance, in amounts as follows:

	Public Liability Insurance (Min. Required)	Property Damage Insurance (Min. Required)
Operation of Trucks and Auto	\$1,000,000.00	\$1,000,000.00

The insurance coverage shall in all instances save, defend, indemnify and hold harmless the City against any and all manners of claims, demands, liabilities, damages or any other costs which may accrue in the protection of the work and that he will save, defend, indemnify, and hold harmless the City from all damages cause by or as a result of his operations.

No insurance shall be cancelled without notifying the Owner in writing thirty (30) days before such cancellation.

See Contractor's responsibility for damaged work.

GC-12 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required. Satisfactory proof shall consist of a duplicate or copy of the certification of insurance.

GC-13 EQUAL OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that employees are treated ruing employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post inconspicuous places, available to employees and applications for employment, notice setting forth the provision of this non-discrimination clause.

GC-14 PLANS AND SPECIFICATIONS

The work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and specifications.

GC-15 DRAWINGS

Unless otherwise provided in the contract documents, the Owner will furnish the Contractor, free of charge, copies of all drawings and specifications reasonably necessary to carry out the work.

GC-16 SHOP DRAWINGS

The Contractor shall submit to the Owner or Owner's representative all shop or setting drawings and schedules required for the work. The Contractor shall make any corrections in the drawings required by the Owner or Owner's representative and re-submit same without delay.

The Contractor shall keep at the site of the work an approved or confirmed copy of the drawings and specifications, and shall at all times give the owner access thereto.

GC-17 RULES AND REGULATIONS

The bidder's attention is called to all conditions entering into the performance of this work, including the delivery point of all materials, hauling of materials, employment of labor, location of streets, State Truck Highways, County Highways, traffic conditions on these streets and highways and all laws of the State of Wisconsin and Federal Government, ordinances and regulations of the owner insofar as they may affect his operations. The Contractor shall be held responsible for using such safety measures as will protect the interests of the Owner in the fulfillment of any part or all of the contracts. He shall comply with all rules and regulations of the Owner applying to the work included in this contract.

GC-18 PERMITS, SURVEYS AND COMPLIANCE WITH LAWS

The Contractor shall pay for all permits, licenses and fees necessary for the execution of the work unless otherwise specifically provided.

GC-19 CONFLICTS

Any provisions in any of the contract documents, which may be in conflict, or inconsistent with any of the paragraphs in the General Conditions shall be void to the extent of such conflicts and inconsistency. In case of difference between the drawings and specifications, the specifications shall govern. On all plans and drawings figured dimensions shall govern in case of discrepancies between the scale and figures. Contractors shall not take advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, but shall refer all such conditions to the Engineer. An explanation of the plans as construed by the Engineer shall be considered final and binding on all parties involved.

GC-20 POINTS AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Engineer and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity to such points and instructions. The Contractor shall carefully preserve such marks, reference points and stakes and in case of careless destruction he shall be charged with the additional expense and shall be responsible for any mistakes that may be caused by such unnecessary loss or disturbances. The Contractor shall furnish all tools, except engineering tools, necessary to stake out and properly lay out the work, and when requested to do so furnish men to assist the engineering party in staking of the work.

GC-21 UNAUTHORIZED WORK

Work done without lines or grades or instructions from the Engineer or owner or all work done beyond the limits of this contract as designed by the plans, or extra work done without written authority will be considered unauthorized and will be done at the expense of the Contractor and will not be paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

GC-22 USE OF JOB SITE

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits and directions of the Owner and shall not encumber the premises with his materials.

The Contractor shall enforce the Owner or Owner's authorized representative, instructions regarding signs, advertising, fires and smoke.

GC-23 SUPERINTENDENT AND SUPERVISION

The Contractor must at all times have an authorized representative at the work site to whom order can be given. This representative is to have full authority to carry out all orders given by the Engineer and shall keep on the work during its progress, a competent superintendent and any necessary assistants, satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding. Directions shall be confirmed in writing upon written request in each case. The Contractor shall give efficient supervision to the work using his best skill and attention. During the construction and maintenance period of the work of this contract, any orders given by the Engineer or his representatives, to the superintendent, or foreman of the Contractor, in the absence of the Contractor, shall have the same force and effect as if given to the Contractor.

Neither party shall employ or hire an employee of another party without the other party's consent. Prior to commencing the work the Contractor shall designate in writing to the Engineer the name of his superintendent who shall be in complete charge and be his authorized representative.

GC-24 ENGINEER'S AUTHORITY

The Engineer shall have general supervision and direct all work. He has authority to stop the work whenever such stoppage may be necessary to insure proper execution of the contract. It is further agreed by all parties hereto that the Engineer shall in all cases determine the amount, quantities of classification of the several kinds of work or material, which are to be paid for under this contract. The Engineer shall decide all questions, which may arise relative to the performance of this contract. All the decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters except the financial consideration involved. They shall be final also to the financial considerations unless within ten (10) days after such decisions the Contractor applied in writing to the Municipality for a review of such decisions.

GC-25 AUTHORITY AND DUTIES OF INSPECTOR

The Engineer and representative shall at all times have access to the work wherever it is in preparation of progress and the Contractor shall provide proper facilities for such access and inspection. The Inspector employed by the Owner shall be authorized to inspect all work done and materials furnished. Such Inspectors shall report to the Engineer as to the progress of the work and the manner in which it is being performed. He shall report any failure on the part of the Contractor to fulfill the requirements of these specifications and the contract. Such Inspectors shall not relieve the Contractor from any obligations to perform all the work strictly in accordance with the requirements of the specifications. Disagreements between the Inspector and the Contractor and any employee of the Contractor shall be referred to and be decided by the Engineer. The Inspector is authorized to alter the plans and specifications and to accept any part of the

work. The Inspector is in no case to act as foreman or to perform any duties for the Contractor nor to interfere in any way with the management of the work by the later.

Any advice which the Inspector may give shall not be construed as binding on the Owner or the Engineer, or release the Contractor from fulfilling the terms of the contract. No work shall be done under this contract except in the presence of an Inspector or the Engineer and any work not done in accordance with these provisions shall not be considered as work done under this contract therefore.

GC-26 MATERIAL AND WORKMANSHIP

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose and should any workmanship or materials be needed which are not directly or indirectly denoted in these specifications or drawings, but are never-the-less necessary to the proper execution according to the obvious intent thereof, the Contractor shall understand the same to be implied and shall provide for it in his tender as fully as if it were particularly described.

When required by the specifications, or when called for by the Owner, the Contractor shall furnish the Owner for approval all information concerning the materials or articles which he contemplates incorporating in the work.

The Contractor shall furnish to the Owner for his approval, name of the manufacturer of machinery, mechanical or other equipment, which he contemplates installing, together with their performance capacities and other pertinent information. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

GC-27 INSPECTION

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by the Owner at any and all times where such manufacturing or construction is carried on.

(b) The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and material necessary for safe and convenient inspection and test or shall, upon request, at his expense, submit material samples to a testing laboratory for any tests required by the Owner. All inspections and tests that may be required by the Owner shall be performed in such manner as not to unnecessarily delay the work. Special, full size and performance tests shall be as described in the specifications.

(c) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all

necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 15%, shall be allowed the Contractor and he shall, in addition, if completion time of the work has been delayed thereby, be granted a suitable extension of time on account of the addition work involved.

(d) All materials or workmanship not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected and shall be removed immediately from the work, unless otherwise permitted. Material which has been rejected, and defects of which have not been corrected, shall not be used until approval has been given. All work, which has been rejected or condemned, shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

An equitable deduction from the contract price shall be made for damaged work or corrected work not done in accordance with the contract, when the Engineer deems it expedient to accept.

GC-28 EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner may authorize changes in, additions to, or deductions from, the work to be performed or the materials to be furnished pursuant to the provisions of the contract or any other contract document.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of such change, addition, or deduction shall be determined by one or more of the following methods:

- (a)** By unit prices contained in the Contractor's original bid and incorporated in the construction contract.
- (b)** By a supplement schedule of prices contained in the Contractor's original bid and incorporated in the construction contract.
- (c)** By an acceptable lump sum proposal from the Contractor.
- (d)** On a cost plus basis not to exceed a specified limit.

A cost plus limited basis is defined as the cost of labor, materials and insurance plus 15% of the said cost to cover superintendent, general expenses and profit.

No claim for an addition to the contract price shall be valid unless authorized aforesaid.

The Owner reserves the right to increase or decrease the estimated quantities on a unit price contract 15% without affecting the unit prices fixed by the proposal. The final payment shall be based upon the actual number of units or completed work as determined by final measurements taken by the Engineer or Inspector.

GC-29 INCIDENTALS ABSORBED

Prices and amounts mentioned in the Contractor's proposal shall include all work and materials covered or reasonable from the information given by these specifications or the drawings illustrating same and any tools, appliances, or supplemental structures, necessary to carry out this work.

GC-30 CONTRACTOR'S RESPONSIBILITY FOR DAMAGED WORK

Until the acceptance of the work by the Owner, it shall be in charge of the Contractor and he shall take every necessary precaution against injury or damage to the work completed or any part thereof, by an action of the elements or by any cause whatsoever arising from the execution or non-execution of the work. The Contractor shall build, repair and restore at his own expense, injuries of any character whatever to any part of the work in place, or any material to be used in the work, and shall upon order of the Engineer remove any materials which might have been damaged, and will make good any damage of the work which may have occurred through any cause whatsoever and the work will not be considered complete until such damages have been acceptably repaired.

GC-31 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting or patching, or any work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specification for the complete structure and he shall make good after them as may be directed by the Owner or Owner's representative.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other Contractor without the consent of the Owner or Owner's authorized representative.

GC-32 DELAYS

If the Contractor is delayed in the completion of the work by act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion may be extended for such reasonable time as may be agreed upon by the Owner and the Contractor, after such notices in writing to the

owner of the cause of such delay. Such notice must be given by the Contractor to the Owner within five (5) days following the beginning of such delay.

GC-33 SUSPENSION OF WORK

The Owner may at any time suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for expenses incurred by the Contractor in connection with the work under this contract as a result of such suspension, unless such suspension is ordered to secure compliance within the terms of this contract, but if the work for any part thereof shall be stopped by notice in writing aforesaid and if the Owner does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the fixed date in the written notice to suspend work, then the Contractor may abandon the portion of the work so suspended and he will be entitled to the estimate for payment for all completed work on that portion abandoned.

GC-34 TERMINATION FOR BREACH

In the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and his surety of its intention to terminate such contract, such notice to contain the reasons for such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the Contractor and his surety and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing to such surety the notice of the termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any access costs occasioned by the Owner thereby, and in such event, the Owner may take possession and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

GC-35 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three (3) days written notice to the Contractor and his surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

GC-36 PAYMENT

Once a month, the Owner will make partial payment to the Contractor on the basis of a fully certified approved estimate of the completed work, but the Owner will retain 10%

of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

GC-37 OWNER'S RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the payments to be retained by the Owner under a preceding provision of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due the Contractor to cover (a) payments that may be past due and payable for just claims for labor and materials furnished in and about the performance of the work on the project under this contract, (b) for defective work not remedied, and (c) for failure of the Contractor to make proper payments to his subcontractors. The Owner shall disburse and shall have the right to act as agent pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

GC-38 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship within the extent and period provided by law and, upon written notice, shall remove any defects due thereto, and pay for any damage due to other work resulting therefrom which shall appear within three (3) years after date of completion and acceptance.

GC-39 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time of completion of the entire work or such portions may not have expired. If such prior use increases, the cost of, or delays the work, the Contractor shall be entitled to extra compensation, extension of time, or both, as the Engineer may determine.

GC-40 BARRICADES, SIGNS AND WARNING DEVICES

The Contractor will provide sufficient barricades, signs and warning devices equipped with flashing warning lights to adequately indicate the construction area. Barricades and warning signs shall be in conformance with the Manual of Uniform Traffic Control Devices and the Wisconsin Administrative Code.

Every barricade shall have the contractor's name, address and phone number legibly stenciled thereon. In addition, the contractor will inform the Engineering Department and the Antigo Police Department of the name, address and phone number of a person designated by the contractor who will be responsible for the maintenance of the barricades and warning lights 24 hours per day, 7 days per week while the contractor's barricades are in use.

GC-41 PATENTS AND TRADE SECRETS

It is hereby expressly agreed that alleged ownership by any Contractor of trade secrets as to materials used in any part of the work or preparation of any fixtures for such work shall not be recognized by the City in the performance of this contract. The Engineer shall at all times have the right to demand and shall be furnished information concerning the materials or samples of ingredients for any materials used or proposed to be used in the work, nor shall mixtures once agreed upon be changed in any manner without the knowledge and written consent of the Engineer.

GC-42 CLEAN UP

The Contractor shall at all times keep the construction area free from an accumulation of rubbish and discarded materials caused by his employees or work. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove all surplus and discarded materials, rubbish and temporary structures from the construction area as well as from adjacent property for which he is responsible. He shall leave these areas in a neat and presentable condition.

The Contractor shall restore all property, both public and private, which has been damaged in performance of the work to an acceptable condition as determined by the Owner. Restoration shall be to a condition equivalent to or better than that which existed prior to the start of construction.

If the Engineer determines that the final clean-up is unsatisfactory and this deficiency is not rectified by the Contractor in a reasonable period of time, such clean-up operations as are deemed necessary will be completed by the Owner and charged to the Contractor. Charges for this work will be as the Owner determines to be just.

All work involved in the clean-up operations incidental to the other items of the contract, and no separate or additional compensation will be made thereof.

GC-43 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum vehicular and foot traffic. At any time when, in the judgment of the City the Contractor has obstructed or closed, or is carrying an operation on a greater portion of the street than is necessary for the proper prosecution of the work, the City may require the contractor to finish the sections on which work is in progress before work is started on any additional section.

GC-44 MAILBOXES

Rural type mailboxes are existing along certain streets included in this project. The Contractor will be responsible so as not to damage said mailboxes during construction. In the event the Contractor must remove a mailbox to facilitate the construction of the

curb and gutter, driveway approach, sidewalk, paving project, or street excavation, he will set it in the proper place according to rules by the U.S. Postal Department.

GC-45 TRAFFIC CONTROL AND DETOURS

It is anticipated that two-way traffic be maintained throughout the construction areas if possible. If not possible and a street must be closed, the Contractor can do so upon approval of the Engineer. Upon closing of the streets, the Contractor will be responsible to furnish all necessary barricades, road closed signs, warning devices (equipped with flashing warning lights), and fencing to adequately close the streets to traffic and still provide accesses in cooperation with the property owners whenever possible. The Contractor must set up and maintain road closed signs, one block on either side of the project street and on all cross streets not left open. In general, two (2) adjacent streets can not be closed at the same time, unless cross streets are left open. No more than two (2) blocks will be torn up at any one time unless prior approval is obtained from the Engineer. The Contractor must submit to the Engineer for approval a schedule indicating the order in which the streets will be closed. If agreement on this schedule can not be reached between the Contractor and the Engineer, the Engineer reserves the right to make the final decision on the order of street closings. It will be the Contractor's responsibility to notify the ANTIGO POLICE and FIRE DEPARTMENTS of the street closings and also the subsequent street openings. The CITY OF ANTIGO will be responsible for all DETOURS whenever needed.

CITY OF ANTIGO SPECIAL SPECIFICATIONS

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held prior to commencement of the project with representatives of the successful contractor, all utilities involved, City of Antigo, and any other interested parties. The purpose of this meeting will be to coordinate the activities of all parties involved in the completion of these projects.

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The latest edition of the State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction will be considered a part of the contract and its provisions apply except where specifically modified.

SAFETY, HEALTH AND SANITATION

The Contractor will comply with all Federal, State and local laws governing safety, health and sanitation and will provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Engineer or Inspector may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

PROGRESS MEETINGS

The City of Antigo will hold weekly meetings with the Contractor at a place and time as designated by the Engineer. The Contractor will inform the City of his progress of the work, the work schedule for the upcoming week or any problems that may arise.

ACCESS TO HYDRANTS AND VALVES

Access to all hydrants, water and gas valves must be provided at all times. In the event of any emergency condition, the Contractor will render all possible assistance as directed. The Contractor will not have the right to use any hydrant or shut off any water valve without the notification and authorization from the City of Antigo Water Department.

NOTIFICATION OF UTILITIES AND “DIGGERS HOTLINE”

The Contractor will notify all utilities both public and private including gas, electric, telephone cable, sewer and water of his schedule of operations. The notice will be given 72 hours prior to

actual date of the commencing of construction. The Contractor will determine the ownership of any utility facilitates not indicated on the plans, but encountered during the construction and will also notify the Engineer or Inspector.

PROTECTION OF UTILITIES

The Contractor will give special attention to safeguarding and protecting all utilities, public and private and he will be held liable for any damage thereto during construction of the projects he is involved in.

MANHOLES, INLETS, WATER VALVES AND SEWERS TO BE KEPT CLEAN

It is the Contractors responsibility to see that manholes, inlets, water valves, and sewer lines are entirely clean and free to dirt, gravel and debris, from his operations at all times. The City of Antigo will charge the Contractor for the cleaning of any manholes, inlets, water valves, sewer lines or inlet leads on these projects, whether they require cleaning during or after construction. The City of Antigo will be responsible for any damage or debris prior to the construction.

WORK BY OTHERS

Some underground work by utility companies might be done before or during the course of this contract. Several sanitary sewer and water services could be installed to various vacant lots throughout the project.

STREET ACCESS

The construction area must be maintained in a condition that will permit access by the FIRE and POLICE DEPARTMENTS at all times and also to allow access to all adjacent businesses and industrial establishments. An exception to this requirement will be during paving operations or while allowing for sufficient cure time of the curb and gutter. The Contractor will be permitted to pour ½ (one-half) of the curb and gutter or driveway approach at a time to supply access for the businesses involved. No extra payment will be allowed for this work.

Pavement Specifications

I. DESCRIPTION:

This work shall consist of the construction of a plant mixed bituminous concrete surface or pavement of the prepared foundation or base course in accordance with the specifications and contract and in conformity with the lines, grades and typical sections shown on the plans.

Bituminous concrete shall be composed of a mixture of mineral aggregates, mineral filler (when required), and bituminous material.

The requirements of Sections 401, 405 and 407 of the State of Wisconsin Department of Transportation, Division of Highways, Standard Specifications for Road and Bridge Construction, latest edition, except as hereinafter otherwise stipulated, shall be applicable to the work.

II. MATERIALS:

The bituminous materials to be used in the work shall be asphalt type E-1 or current equivalent as specified in the Wisconsin Department of Transportation Construction Manual.

(COMPOSITION OF PAVING MIXTURES)

III. GENERAL:

The paving mixture shall be composed of a homogeneous mixture of course aggregate, fine aggregate, mineral filler (when required) and bituminous material.

IV. SURFACE COURSE:

The aggregates, including mineral filler (when required), shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage by Weight Passing</u>
3/4 inch	100
1/2 inch	95-100
3/8 inch	75-100
Number 4	45-85
Number 8	30-60
Number 50	10-30
Number 200	5-12

Mixtures made in the laboratory with aggregate and asphalt cement proposed for the work shall yield a Marshall stability of not less than 1200, a void content of the compacted mixture between 2 and 6 percent and a flow value of not more than 18.

The Marshall value indicated above will be determined in accordance with the Method of Test for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus, ASTM Designation: D 1559, as modified by current laboratory design procedure. Determination of air void content shall be by the method used in the laboratory employing direct measurement of maximum theoretical density.

In the event that the aggregate proposed for use is all, or substantially all, of crushed limestone, natural sand shall be blended with the crushed stone in such proportion, within the limitations of the master range of gradation, as to provide a workability of the finished mixture satisfactory to the Engineer.

Bituminous material in the approximate range of 5 to 7 percent by weight, of the composite mix, but as specifically determined by the Engineer, shall be incorporated into the mixture.

V. MINERAL FILLER:

When the aggregates proposed for the work do not provide the required stability or void content in the compacted mixture or are deficient in the fraction passing the No. 200 sieve, the contractor may elect to use other satisfactory aggregates or correct the deficiencies by the incorporation of mineral filler into the mixture. The Engineer's approval shall be obtained by the contractor for all proposed mineral filler materials proposed to be used in the work.

VI. JOB MIX:

Within the master ranges, from the job aggregated furnished by the contractor, the Engineer will establish a job-mix formula, which formulas shall include a gradation and quantity of aggregate material to be incorporated in the mix.

At least 21 days prior to use, the contractor shall furnish the engineer with samples of all material proposed to be used to construct the bituminous concrete pavement. The Engineer will conduct the necessary laboratory tests on said samples to determine the job mix. The job mix formula shall be effective unless and until modified by the Engineer.

The Engineer may take as many samples as are necessary to check the gradation of the aggregate furnished and the composition and uniformity of the mixture when unsatisfactory results or changed conditions make it necessary, the Engineer may establish a new job mix formula.

VII. UNIFORMITY:

The aggregates and bituminous material used in the paving mixtures shall conform to the job mix formula with the following percentage tolerances:

Aggregates passing Number 4 and larger sieves -----	± 7%
Aggregates passing Number 8 to Number 100 sieves (inclusive) --	± 4%
Aggregates passing Number 200 sieves -----	± 2%
Bituminous Material -----	± 0.4%

Irrespective of such tolerances, gradations shall fall within the applicable master range specified heretofore.

VIII. TESTS:

The contractor shall furnish free of charge all test samples of aggregates, bituminous material and bituminous mixtures which the Engineer shall require in order to conduct all necessary tests.

For the verification of weights or proportions and character of materials and determination of temperatures used in the preparation of the mixture, the Engineer shall have access at all times to all parts of the paving plant.

IX. EQUIPMENT:

Equipment used in the work shall conform to the requirements set forth in Section 405 of the State of Wisconsin Division of Highways, Standard Specifications for Road and Bridge Construction, latest edition.

(CONSTRUCTION METHODS)

X. GENERAL:

The construction methods shall be as required under Section 405 of the above mentioned State Highway Specifications, except as hereinafter otherwise stipulated.

XI. PREPARATION OF AGGREGATE:

The dried and heated aggregates shall be separated into sizes, stored in separate bin compartments and recombined in the proper proportion in the mixer.

Aggregates for the gradation heretofore specified shall be separated into at least two sizes. The separation of the aggregate going into the "fine" bin from that going into the next larger aggregate size bin shall be made by means of a screen not larger than a Number 6 mesh. Except for the bin containing the minus Number 8 materials, no other bin shall contain an excess of 15 percent of material passing a Number 8 sieve, as determined on the basis of a dry sieve analysis. Continued variation in excess of this limitation shall be corrected by increasing the amount of screening area or by reducing the rate of plant production.

When mineral filler is required in the mixture, the preparation shall be as specified by the Engineer.

The aggregate shall be dried and heated to such temperature not in excess of 375° F., that the mixture when discharged from the mixer will be within 15° F., plus to minus of 275° F.

XII. PREPARATION OF ASPHALT CEMENT:

The asphalt cement shall be heated and fed into a mixer at a temperature, within the temperature range of 250° F. to 325° F., which is within 25° F., plus to minus the temperature of the produced mixture.

XIII. FINISHED MIXTURES:

The surface and binder mixture shall be delivered to the job site at a temperature not lower than 250° F. nor higher than 310° F.

XIV. PREPARATION OF EXISTING SURFACE PRIOR TO CONSTRUCTION:

Preparation of Existing Gravel Surface

Prior to laying any bituminous concrete pavement, the contractor shall do final grading and compaction of existing gravel to insure proper grades, thickness and smoothness of the finished surface. Gravel, if needed, will be supplied by the City. Compaction to be with a vibratory roller.

Longitudinal Joints

Longitudinal joints shall be offset at least 18 inches from the underlying course. No longitudinal joints shall be exposed at the end of a day. Paving shall be brought up to a transverse joint.

Note: All items in the above Section XIV shall be included in the cost of the asphalt as no extra monies will be paid for this work.

XV. PREPARATION OF EXISTING MANHOLES AND INLETS PRIOR TO SURFACE

COURSE OVERLAY CONSTRUCTION:

The City of Antigo's storm sewer, sanitary sewer and water valve manholes, electrical manholes, catch basins and water valves manholes and the General Telephone Co. manholes and the Wisconsin Public Service manholes and roadway boxes in the streets on which the contractor places bituminous concrete surface course or bituminous concrete surface course overlay on old pavement, shall be adjusted by the owners to the new surface grade. The contractor will give owners 24 hours notice before final paving begins on each street and give owners final grade elevations at each utility.

XVI. THICKNESS AND SURFACE REQUIREMENT

The bituminous pavement shall be constructed at a typical 3% grade. Pavement shall be constructed in two layers with a thickness of 1 1/2 inches/layer or as specified.

A tack coat is generally not required between layers of the pavement. However, the City reserves the right to require tack coat and sweeping between layers if the conditions warrant it.

The surface will be tested using a 10-foot straightedge at selected locations. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall at no point exceed 1/8 inch. All humps or depressions exceeding the specified tolerance shall be corrected by removing defective work and replacing it with new material or by other methods of repair approved by the Engineer.

Where the average thickness is greater than the plan thickness, the overrun shall be figured in tons and will be deducted from the total tonnage. The bituminous material will also be deducted from the total tonnage. The number of tons of bituminous material to be deducted will be figured on the percentage obtained from the tests taken during those days of operation in which the overrun occurred.

The surface course shall be laid only upon a base or pavement that is free of standing water. If it starts to rain in sufficient amounts as to cause standing water on the surface to be paved during paving operations, that truck load of asphalt mixture being unloaded into the paver may, at the contractor's discretion, discharge its full load into the paver; however, all other trucks waiting to discharge asphalt mixtures and enroute to the job site shall not be permitted to discharge their loads into the paver and the asphalt mixture contained therein shall be wasted.

XVII. DRIVEWAYS

All asphalt drives will be paved according to the Typical Section and Detail Sheet for Blacktop Driveways. The cost will be paid for at the contract unit price per square foot under its respective bid item. All excavation, grading and old asphalt removal will be done by the Contractor. The Contractor will water and compact driveways prior to asphalt placement. Care should be taken so as to minimize damage to the curb section and existing driveway.

XVIII. CLEAN-UP

The Contractor shall be responsible for clean-up of the construction area and disposal of all equipment, material and debris. The area shall be restored to a neat and workmanlike condition satisfactory to the Engineer.

The Contractor shall clean all sidewalks, curbs, boulevards, private property, catch basins and manholes of all material resulting from construction.

XIX. METHOD OF MEASUREMENT

Bituminous concrete pavement shall be measured by the ton (2,000 lbs.) of mixed aggregate and bitumen, unless otherwise provided. Mixtures shall be weighed on an approved truck scale, tested by an authorized testing firm and subject to inspection by the Engineer.

Weigh tickets shall be furnished in duplicate to the city, one copy to be retained by the Inspector at the weigh station and one copy to be given to the Inspector at the job-site.

XX. BASIS OF PAYMENT

The items of bituminous concrete pavement, measured as provided above will be paid for at contract unit price per ton for bituminous concrete pavement. This price shall be full compensation for furnishing, preparing, hauling, mixing and placing of all materials; tack coat and application if required; for compacting mixtures; and for all labor, tools, equipment and incidentals including maintenance, necessary to complete the work. Payment will be made under:

- Bid Item - Bituminous concrete pavement binder -- per square yard.
- Bid Item - Bituminous concrete pavement surface -- per square yard
- Bid Item - Removal of Bituminous concrete pavement by "Pulverizing" square yard

XXI. CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK

The City of Antigo reserves and shall have the right to make such changes, from time to time, in the plans, the character or quantity of various items of work as may be considered necessary or desirable to complete fully and acceptably construction in a satisfactory manner, provided such alterations do not change the total cost of the project based original total bid price by more than or less than 15%. Should it become necessary, for the best interest of the owner, to make changes in excess of the herein specified, the same shall be covered by supplemental agreement.

The contractor shall not start work on any item requiring a supplemental agreement until the agreement setting forth the adjusted price is executed by the owner and the contractor.

XXII. ELIMINATION OF STREETS

The City of Antigo reserves the right to eliminate a street or street segment from those designated in the plans if, due to excessive leveling courses, the contract tonnage is exceeded. The Engineer shall have sole authority to determine which street or street segment will be eliminated.

XXIII. SIGNS AND BARRICADES

The Contractor will supply and use adequate signs, barricades (equipped with flashing warning lights), traffic cones, flag-men etc. to maintain safe and expedient routing of traffic through and around the paving area.

The contractor will be responsible at all times for the protection of the newly paved areas. Any damage done to the newly paved areas will be repaired by the Contractor at his expense. All signs and barricades will be maintained in good working condition.

XXIV. PROGRESS SCHEDULE

The contractor shall submit a progress schedule within ten (10) days after the award of the contract. The progress schedule shall include starting date and expected completion date for all work on each street within the contract. The contractor shall allow within the schedule for the normal expected time delay for inclement weather. Should the contractor fail to perform the work in conformance with the progress schedule, the City Engineer may order additional plant, equipment and manpower to the project.

XXV. WORK SUPERINTENDENT

The contractor shall have at all times during the progress of construction, irrespective of the amount of work sublet, a competent superintendent or a designated

representative capable of reading and thoroughly understanding the plans and specifications, as his agents on the work, who shall receive instructions from the Engineer or his authorized representatives. The superintendent or designated representative shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment and labor as may be required to properly perform the work.

XXVI. CONFLICTS

In the event work contained in Special Specifications conflicts with that contained within the General Specifications, the provisions of the Special Specifications shall prevail. The items of work listed in these Special Specifications shall be considered incidental to the total cost of the project and no direct payment will be made in connection therewith unless listed as a bid item in the bid proposal.

XXVII. THICKNESS AND SURFACE REQUIREMENT

The bituminous overlay shall be constructed as shown on the typical sections in the plans. Generally, the pavement shall be constructed by first placing the leveling course in all areas with an uneven surface as required in paragraph XIV. The surface course shall be constructed with a thickness of 1.5 inches unless otherwise specified.

The bituminous overlay shall be constructed in layers not to exceed 1.5 inches maximum thickness or 1 1/4 inches minimum thickness. Where greater than 2 inch thickness is specified it shall be constructed in two paving passes, and all areas requiring leveling courses shall be constructed with a minimum of two passes. Thickness on typical sections and as noted above are compacted in place. Cores may be taken by the City of Antigo as directed by the Engineer for verification of thickness requirements.

It is the intent of the specifications that the pavement shall be constructed to the thickness shown on the plans.

The surface will be tested using a 10-foot straightedge at selected locations. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall at no point exceed 1/8 inch. All humps or depressions exceeding the specified tolerance shall be corrected by removing defective work and replacing it with new material or by other methods of repair approved by the Engineer.

Where the average thickness is greater than the plan thickness, the overrun shall be figured in tons and will be deducted from the total tonnage. The bituminous material will also be deducted from the total tonnage. The number of tons of bituminous material to be deducted will be figured on the percentage obtained from the tests taken during those days of operation in which the overrun occurred.

The surface course shall be laid only upon a base or pavement that is free of standing water. If it starts to rain in sufficient amounts as to cause standing water on the surface to be paved during paving operations, that truck load of asphalt mixture being unloaded into the paver may, at the Contractor's discretion, discharge its full load into the paver; however, all other trucks waiting to discharge asphalt mixtures and enroute to the job-site shall not be permitted to discharge their loads into the paver and the asphalt mixture contained therein shall be wasted.

Curb and Gutter Specifications

SECTION 02770

CONCRETE CURB AND GUTTER

PART 1 GENERAL

1.01 APPLICABLE PROVISIONS

- A. Applicable provisions of Division 1 shall govern work of this section.

1.02 APPLICABLE PUBLICATIONS

- A. The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto.
 1. American Society for Testing and Materials (ASTM), Annual Book of ASTM Standards, Current Edition.
 2. State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, current edition, and current Supplemental Specifications.

1.03 DESCRIPTION OF WORK

- A. The work under this section shall cover furnishing all material, equipment, and labor required to execute the construction of concrete curb and gutter for this project.
- B. This work shall be in accordance with Section 601 of the State of Wisconsin, Department of Transportation, Standard Specifications, and as indicated on the Contract Drawings and these specifications.

1.04 RELATED WORK ELSEWHERE

- A. Earthwork - Streets and Roadways - Division 2
- B. Concrete Sidewalk, Steps, Driveways and Retaining Walls - Division 2
- C. Aggregate Base Course - Division 2
- D. Cast-in-Place Concrete - Division 3

1.05 SHOP DRAWINGS

- A. Contractor shall submit such product literature and catalog cuts of materials to be supplied to relate these materials to the specifications. Information shall be in conformance with requirements of Submittals - Division 1 of these specifications.

PART 2 PRODUCTS AND MATERIALS

2.01 CONCRETE

- A. Concrete for curb and gutter construction shall be as specified in Cast-in-Place Concrete - Division 3 of these specifications.

2.02 BASE MATERIAL

- A. Base material for concrete curb and gutter construction shall be as specified in Aggregate Base Course - Division 2 of these specifications.

2.03 CURING COMPOUND

- A. Curing compound for curb and gutter construction shall be as specified in Cast-in-Place Concrete - Division 3 of these specifications.

PART 3 CONSTRUCTION METHODS

3.01 CONCRETE CURB AND GUTTER, GENERAL

- A. All work shall be in accordance with Section 601 of the State of Wisconsin, Department of Transportation, Standard Specifications, and as otherwise indicated on the Contract Drawings and as specified herein.

3.02 GRADING

- A. Prepare foundation by excavating to the lines, grades and cross section as required.
- B. All soft or unstable material shall be removed and replaced with sand, gravel or crushed stone base course material compacted to a relative density of 95 percent, of the Modified Proctor density, ASTM D1557. Proof-roll subbase to check for unstable areas needing additional compaction. Finish to a true and firm surface.
- C. Dispose of all excess or unsuitable excavated material, subject to Engineer's approval.

3.03 BASE MATERIAL UNDER CURB AND GUTTER

- A. A minimum of 8 inches of compacted aggregate base course material is required under the curb and gutter, unless otherwise indicated on the Contract Drawings.

3.04 CONCRETE CURB AND GUTTER

- A. This work shall consist of constructing combination curb and gutter of the type shown on the Contract Drawings and to the line and grade as staked in the field.
- B. Driveway entrances shall be installed where shown on the Contract Drawings or at any other locations required by the Engineer.
- C. Final brooming shall be done perpendicular to the curb.

3.05 JOINTS

- A. Construct expansion, weakened-plane (contraction), and construction joints with face perpendicular to surface, unless otherwise shown. Construct traverse joints at right angles to curb, unless otherwise shown on the Contract Drawings. Contraction joints in the new curb will be 2" deep
 1. Provide expansion joints on each side of ~~driveway aprons, abutting~~ catch basins, inlets, ~~walks,~~ structures, and other fixed objects; abutting to existing curb and gutter; at radius points; at 18" down-slope of drive way openings; and at 300 foot centers, unless otherwise shown.
 2. Contraction joints shall be a slot or groove at least 1 inch in depth by 1/4 inch width at 10 intervals.

- B. Extend joint fillers full-width and depth of joint, and not less than 3/4 inch or more than 1 inch below finished surface. Furnish joint fillers in one-piece lengths for the full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together. Trim top edge of filler to conform to profile of concrete.
- C. Expansion joints will be used where walks are built up to the curb, either at crosswalks or in front of private property, a half (1/2) inch expansion joint, the minimum width to be equal to the thickness of the walk, will be properly installed between the curb and the walk. The expansion material shall extend entirely through the concrete so as to provide a half (1/2) inch separation between sidewalk and curb. The sidewalk surface when abutting an expansion joint will be placed at the beginning and end of each curb radius and at any other point the Engineer or Inspector may specify.

3.06 CURING

- A. The newly placed concrete will be cured by the Impervious Coating Method according to Subsection 409.5.10.2 of the Standard Specification for Road and Bridge Construction, or an application of AK-2 concrete sealer. As soon after finishing operations as the free water has disappeared, the concrete surface will be sealed by spraying on it a uniform coating of curing material approved by the Engineer or Inspector. The curing material will be applied in such a manner as to provide a continuous water impermeable film on the entire surface, front, and back of the newly poured concrete.
- B. If the coating is damaged within 72 hours of its application, the damaged surfaces shall be resprayed immediately.

3.07 INSTALLATION OF STEEL DOWLS

- A. Two (2) 3/8" x 1" steel rods used as dowels will be installed into each existing section of curb and gutter. These dowels will be drilled 6" into the existing curb and the remaining 6" will protrude into the new curb section to be replaced.

3.08 PROTECTION OF NEW CURB AND GUTTER

- A. Prior to constructing the new curb and gutter, the Contractor will be responsible for contacting the property owners regarding confirmation of the driveway location in the curb area and notification that no traffic will be allowed on the new concrete for a minimum of seven (7) days following placement. All property owners will be given twenty four (24) hours notice to remove vehicles from driveways at anytime their driveways will be closed. The Contractor will provide and use sufficient tarpaulins to completely cover all sections that have been placed within the preceding twelve (12) hours. The Contractor will erect and maintain suitable barricades to protect the finished surface. Sections of work damaged by traffic or the other causes occurring prior to the acceptance of the

work will be repaired or replaced, as the Engineer may direct, by the Contractor at his own expense and in a manner satisfactory to the Engineer.

3.09 PROTECTION DURING COLD WEATHER

- A. No concrete will be placed on frozen sub-base or when the air temperature in the shade and away from artificial heat falls below 40°F., nor resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F.

3.10 CONCRETE POURED AFTER OCTOBER 15TH

- A. All concrete poured after October 15th must be treated with a surface treatment of linseed oil. Linseed oil must be sprayed in two (2) applications, the first application to be a mixture of 50% boiled linseed oil and 50% mineral spirits applied at a rate of 40 square yards per gallon of mixture, the second application to be 75% boiled linseed oil to 25% mineral spirits applied at a rate of 70 square yards per gallon.

3.11 TERRACE WORK AND BACKFILLING

- A. The area between the new curb and sidewalk, or property line where no sidewalk exists will be backfilled and top soiled. Prior to backfill behind the curb, all stones, concrete, and any other debris will be removed by the Contractor. Backfill material will be clean clay or dirt thoroughly compacted to assure no settlement and held down for four (4") inches of screened topsoil. Where the terrace is high between the curb and sidewalk, it will be cut down and where the terrace is low it will be filled in even though it was not disturbed by the curb installation. If settlement occurs in these areas, it will be the responsibility of the Contractor to backfill these areas again and must meet approval of the Engineer or Inspector. The topsoil will consist of humus bearing soils adapted to the sustenance of plant life. Said topsoil will be free of lumps, stones, sticks, or any other foreign material, and must be approved by the Engineer or Inspector prior to placement. The Contractor must furnish and haul all necessary backfill and topsoil material and it his responsibility to determine such amounts. Any backfill or topsoil material that is placed and not acceptable to the Engineer or Inspector will be removed at the Contractor's expense. The finished grade will be from the top of the new curb to the sidewalk or property line which will have a neat, uniform grade ready for seeding. All lawn areas disturbed, will be seeded - 1 pound per 400 square feet. The Contractor will restore the site of work to a neat and workmanlike condition.

3.12 ADJUSTMENT OF CURB INLETS BY THE CONTRACTOR

- A. Curb inlets, as shown on the plans, to be installed along with the new curb and gutter will be adjusted and shimmed to the proper grade and completely mortared (inside and outside) in place so as to be permanently supported. It will be the Contractors responsibility to see that all catch basins and curb inlets, will be cleaned out of all concrete or debris that might have fallen into the bottom of the

catch basin due to the installation of the curb and gutter. These areas will be inspected by the Engineer or Inspector to see that this has been done.

3.13 CURB BOXES, MANHOLES, WATER SHUT-OFF VALVES AND WATER STOP BOXES

- A. If curb boxes, manholes, water shut-off valves, and water stop boxes encountered with the removal or installation of curb and gutter, care should be taken to preserve them. If damage is done to any of the above mentioned items through carelessness by the Contractor in their operations, he will immediately notify the Engineer or Inspector. The Engineer or Inspector will notify the appropriate City Department, and that department will repair the damaged item. All labor, materials, and equipment used in these repairs will be charged to the Contractor.

3.14 ADJUSTMENT OF WATER SHUT-OFF VALVES AND WATER STOP BOXES

- A. Where water shut-off valves or stop boxes fall within the limits of the proposed curb, the Contractor will be responsible for the adjustment of them to the new curb grade. If the adjustments cannot be done, the Contractor will notify the City Water Department and they will do what is necessary to adjust them to the new curb grade.

3.15 STREET AND STOP SIGNS

- A. In the event the Contractor must remove a street or stop sign to facilitate the construction of the curb and gutter, he will replace it in the proper place and condition as specified by the Engineer or City Sign-man.

3.16 STREET DAMAGE, CLEAN UP AND DISPOSAL OF DEBRIS

- A. The Contractor will be liable for any damage to streets caused by his operations. This also includes any damage to the streets which occurs beyond the construction areas, or along haul routes. The Contractor will be responsible to clean up all dust, mud, gravel, top dirt or debris from any street or haul route which was deposited by his operation. The Contractor will be required to clean these streets daily if required by the Engineer or Inspector at his expense. Clean up will consist of removal of all concrete rubble, excess fill, any and all foreign material resulting from the curb and gutter construction. The disposal of these materials will be at the expense of the Contractor.

3.17 DUST CONTROL

- A. It will be the Contractor's responsibility to see that dust control is maintained at all times, both within and outside and project area where dust is caused or created by his operations. The City of Antigo will not take any responsibility for damage or claims which may arise from a lack of dust control.

3.18 ENTRANCE WALKS

- A. Removal and replacement of entrance walks, as specified in the plans, along the curb and gutter project will be done under Detailed Specifications for 6” Sidewalks and Driveway Approaches. These entrance walks are already calculated in the bid item for 6” sidewalk remove and replace.

3.19 SAWCUTTING

- A. The existing curb and gutter shall be sawcut full-depth, where the existing curb and gutter sections will butt to the new sections. Any sawcutting of curb and gutter in this project will be included in the respective bid item.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. Concrete curb and gutter shall be paid for at the bid price in accordance with one of the following methods, unless indicated otherwise in the Bid Schedule.
- B. All work specified herein shall be considered in each of the measurement and payment method(s) stipulated, unless indicated otherwise in the Bid Schedule.

4.02 CONCRETE CURB AND GUTTER

- A. Concrete Curb and Gutter, Lineal Foot. Measurement shall be per lineal foot of concrete curb and gutter installed as measured in the field along the flow line of the gutter. Payment shall be made at the contract unit price bid per lineal foot of concrete curb and gutter installed.

END OF SECTION