

ADDENDUM NO. 1
CONTRACT 19-08
PULVERIZE AND OVERLAY
PARADISE DRIVE
INDIANA AVENUE TO RIVER ROAD
CITY OF WEST BEND

The following corrections, additions and/or changes are to be made to the plans and specifications for the above project:

The City of West Bend has chosen to incorporate an additional street segment for pavement resurfacing. This addendum serves to modify the project manual correspondingly. Furthermore, the proposed hot mix asphalt traffic classification and binder designations have been revised.

1. Remove the following sections of the project manual and replace with those sections included with this addendum and dated 7.15.19:
 - a. Instructions to Bidders
 - b. Special Provisions
 - c. Bid Proposal
2. Insert the included project location map, page M-2 after page M-1.

July 16 2019
Date



Max Marechal
City Engineer

Date

Bidder's Acknowledgement

Note to Bidders: This addendum is to be acknowledged by the Bidder by signing, dating, and attaching it to the bidding document behind the Bid Proposal.

INSTRUCTIONS TO BIDDERS

1. METHOD OF BIDDING

The only acceptable method of bidding a contract with the City of West Bend is described as follows and must be strictly complied with.

- a. All bids shall be made upon Bid Proposal forms furnished by the City Engineer or City Clerk, shall be prepared in ink or be typewritten, and shall be signed by the bidder in ink. This Bid Proposal must have attached to it, the affidavit of organization and authority which indicates whether the bidder is a corporation, a partnership or a sole trader. The affidavit must contain a sworn statement that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail. (Section 66.0901(7) Wisconsin Statutes). Facsimile transmission of the Bid Proposal and required supporting documents to the City will not be accepted.
- b. Along with the Bid Proposal, the bidder shall also submit a Bid Bond or a Certified Check in the amount of five percent of the total base bid price shown on the Bid Proposal and conditioned that if the bidder is successful, he will, within the time limited by the City, file a properly executed contract and the required payment and performance assurances. If a Bid Bond is submitted, it shall be either on the form enclosed or on a similar industry standard form.
- c. The City reserves the right to require information before awarding the contract, in order to determine the bidder's qualifications to do the work.

2. SECTIONS AND AWARD OF CONTRACT

This contract is comprised of two sections of bid items. Each section consists of bid items corresponding to one specific location.

The City intends to award this contract to the lowest responsible bidder. However, the City reserves the right to award any and all combination of sections which the City determines best fits the funds available at the time of award.

3. RIGHT OF WAIVER OR REJECTION

The Board of Public Works reserves the right to reject any or all bids or waive any defects found in bids submitted.

4. CORPORATE AND FIRM BIDS

All bids made by corporations or partnerships shall be executed as contracts are executed.

5. ADDRESS OF BIDDER

The bidder's business address (including county and state), telephone number, and required signatures must be provided on the Bid Proposal form.

6. METHOD OF PAYMENT

See the Standard Specifications for Public Works Construction in the City of West Bend, Wisconsin for the method of payment.

7. DISQUALIFYING OF BIDS

A bid shall be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bid.

Mathematical errors in extension may be corrected, providing that the unit price is legible and can be definitely identified as complying with item specifications. In case of conflicts in the dollar amounts, the unit price multiplied by the respective quantity shall govern. The total bid price shall be adjusted in accordance with the extension corrections. An extension may not be divided by the number of units specified to determine a unit price.

It is the responsibility of the bidder to submit a neat, accurate, and complete bid.

8. PARTIAL BIDDING

Bidders must quote on all items appearing on the Bid Proposal unless specific directions in the advertisement, on the Bid Proposal, or in the Special Provisions allow for partial bids. Failure to quote on all items, unless specifically exempted as set forth above, shall disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

9. SUBCONTRACTORS AND MAJOR SUPPLIERS TO BE LISTED

Pursuant to Section 66.0901(7) Wisconsin Statutes, every bidder, at the time of submitting his bid and as part of such bid, shall submit a full and complete list of all the proposed subcontractors and the class of work to be performed by each in connection with the project. As part of the bidder's bid, every bidder shall also submit a full and complete list of all major suppliers of products or materials and the product or material to be supplied by each on this project. Such lists may not be added to nor altered without the consent of the City. The Contractor, to the extent practicable, shall maintain a list of all other product suppliers furnishing products or materials for the work of the contract.

10. SCHEDULE AND COMPLETION

The Contractor shall inform the Engineer of the Contractor's preferred start date for work on the contract.

The Contractor shall commence the work within 10 calendar days of the date of issuance of the Official Notice to Proceed. All work under this contract shall be completed (final completion) within 31 calendar days after the issuance of the Notice to Proceed, or 21 calendar days after the Contractor begins work, or by **October 15, 2019**, whichever comes first. The project shall be completed in its entirety and ready for final payment by the final completion date.

SPECIAL PROVISIONS

CITY OF WEST BEND

PULVERIZE AND OVERLAY

PARADISE DRIVE INDIANA AVENUE TO RIVER ROAD

All work under this Contract shall be completed in accordance with the current version of the "Standard Specifications for Public Works Construction in the City of West Bend, Wisconsin", as adopted by the Board of Public Works on December 17, 2012, and referred to as "City Standard Specifications", and the following special provisions.

GENERAL

Laws, Regulations, and Ordinances

In accordance with Section 105 of the City's Standard Specifications, the Contractor shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect during the contract period, which may affect the conduct of the work and the hiring of labor. This shall include, but is not limited to, those regarding confined spaces specified by the United States Department of Labor's Occupational Safety and Health Administration (OSHA).

Scope of Work

The work includes furnishing all labor, materials and equipment required to pulverize the existing asphalt pavement, proof roll, undercutting, base course, hot mix asphalt resurfacing, shouldering and pavement markings, as shown by the plans and contract documents, complete, ready for use and acceptable to the City of West Bend.

Sections and Award of Contract

This contract is comprised of two separate sections of bid items. Each section consists of bid items corresponding to one specific location.

The City intends to award this contract to the lowest responsible bidder. However, the City reserves the right to award any and all combination of sections which the City determines best fits the funds available at the time of award.

Bid Items

In addition to the specific inclusions listed elsewhere in these Special Provisions and in the City Standard Specifications, the unit prices bid for all bid items shall include all equipment, material, labor, tools, supervision, supplies, and all other incidentals necessary to complete the work.

Incidental Work

Work items shown on the plans or described in the specifications which are not in the Bid Proposal shall be considered incidental to the overall cost of construction and no additional payments will be made to the Contractor.

Beginning Work

Work on this project may not begin until all contract documents are fully executed; all erosion control and traffic control devices have been installed, inspected and approved by the Engineer; a preconstruction meeting has been held; and a 10 day notice to proceed has been issued.

Completion Dates

The Contractor shall commence the work within 10 calendar days of the date of issuance of the Official Notice to Proceed. All work under this contract shall be completed (final completion) within 31 calendar days after the issuance of the Notice to Proceed, or 21 calendar days after the Contractor begins work, or by **October 15, 2019**, whichever comes first. The project shall be completed in its entirety and ready for final payment by the final completion date.

Substantial completion is expected at least eight calendar days prior to final completion. Substantial completion included all items associated with the project with the exception of punch list items.

Award of the contract is tentatively scheduled for **August 5, 2019**, and the notice to proceed is tentatively scheduled to be issued by August 19, 2019.

Once construction has begun, it will be necessary to maintain an adequate work force and equipment so as to provide timely and steady work progress, without interruption, throughout the project until completion. The project shall not, without the exception of concrete cure time, remain idle or without significant work progress for more than seven consecutive calendar days.

Scheduling and Staging

The Contractor shall develop and submit to the Engineer, at or before the preconstruction meeting, a detailed schedule and staging plan for the entire project. The schedule and staging plan shall be completed in sufficient detail to show, at a minimum, the schedule for each of the following work activities: erosion control, traffic control, grading, roadway base preparation, aggregate access drives, paving, and pavement markings.

The Contractor shall submit to the Engineer at the preconstruction meeting, an area for staging construction activities. Staging **will be allowed** within the right-of-way and will be subject to the approval of the Engineer.

Haul routes shall be submitted to the Engineer at the Preconstruction Meeting. Trucking will be allowed only on streets that have prior approval of the Engineer.

Private Property Rights

No work shall be performed on private property and no equipment or materials shall be stored upon private property at any time unless the Contractor provides **written** permission from the property owner and provides documentation from the owner to the City Engineer prior to said work being performed.

Noise Ordinance

The City of West Bend's noise ordinance is in effect from 10:00 pm until 6:00 am. The Contractor shall not work during this period without prior authorization from the City Engineer.

TRAFFIC CONTROL AND ACCESS

General

All traffic control shall be performed in accordance with the plans, the Manual on Uniform Traffic Control Devices (MUTCD), the City's Standard Specifications, and these Special Provisions.

All traffic control shall conform to the MUTCD and shall be in place prior to the beginning of the work requiring the installation of the traffic control devices.

The Contractor shall proceed in such a manner as to interfere with local and business traffic as little as possible. The Contractor may restrict travel to one lane of traffic on the sections of the street where utility installation is actively taking place. In accordance with the MUTCD, the Contractor shall provide dedicated flagmen to direct traffic and proper warning signs on streets where travel will be restricted to one lane. The Contractor shall maintain one lane of traffic in both directions at all other times on these streets.

The Contractor shall provide adequate signage and flaggers to safely direct all traffic around the work zone. The Contractor shall provide advance warning signs that state "ROAD WORK AHEAD" in advance of the project area in both directions of travel.

The Contractor shall make available at all times sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic in order to perform the operations.

During the life of this contract, the Contractor shall provide 24 hour a day availability of equipment and forces to promptly restore barricades, lights, and other traffic control devices that are damaged or disturbed. In no case shall any barricade, light or other traffic control device be out of service for more than two hours.

The City reserves the right to require additional traffic control at no expense to the City. All traffic control signs shall be diamond grade and covered or removed when not applicable. The Contractor shall be solely responsible for making certain all traffic control signage remains free from snow and all other debris during the life of this contract.

No work shall be performed on any section of access restricted roadways without the Engineer reviewing and approving the installed traffic control devices prior to commencing work. No operation shall proceed until all traffic control devices for said work are fully installed and properly located.

All costs associated with maintenance and service, including, but not limited to, all items listed above, shall be included in the Bid Price for Provide Traffic Control and Access.

Access

The Contractor must maintain access to businesses and residents throughout the project duration. Restrictions to free flow of traffic along the project will be permitted only as described in Section 903 of the City Standard Specifications and as allowed as part of the approved traffic control plan. Should any portion of the work require temporarily closing a street or road, the temporary road closure must be approved by the Engineer. Unless a temporary road closure is approved by the Engineer, the Contractor shall maintain at least one lane of traffic at all times, and two lanes of traffic during non-working hours.

Access to commercial properties shall be maintained at all times. If access to said properties cannot be maintained at all times, the Contractor shall meet with the property/business owner and develop a plan to coordinate temporary closure of said access.

Abutting/adjoining property owners must be provided access to their property at all times, including when streets are temporarily closed to traffic. Whenever construction requires the temporary closing of access to a property, the Contractor shall notify the property owner at least 48 hours prior to the need to prohibit access. The Contractor shall allow the property owner to remove any vehicles located on the property prior to closing access. The Contractor shall then expedite the work requiring the loss of access and restore access as soon as possible. The Contractor shall further place and maintain material to allow safe ingress and egress until the access can be fully restored.

Should a temporary road closure be approved by the Engineer, it is the responsibility of the Contractor to give prior notification to adjoining residents and businesses, the local Fire Department, County Highway Department, and the Department of Transportation as per the policies of the respective agencies.

All signs, barricades, warning devices, flagmen, etc., must be provided and maintained by the Contractor. The Contractor shall maintain an onsite stockpile of gravel/stone, etc., and the equipment to haul and spread it in order to ensure that access is provided in accordance with this section. Ensure that sufficient gravel is present on all streets in the construction area at all times so that vehicles can easily pass. Keep areas maintained for access graded so that low clearance vehicles can successfully traverse.

All access requirements will be strictly enforced during the course of construction. Be prepared to provide immediate access for fire, police, ambulance and other emergency vehicles without regard to damage to any of the work in progress. Include all costs of

furnishing and installing gravel for access in the Bid Price for Provide Traffic Control and Access.

Street Signage

Remove and store all street and traffic signs in the construction area as required or directed by the City of West Bend's representative.

The Contractor shall remove all traffic control signs, street name signs, etc., and their associated posts for all existing signs that may be damaged by or conflict with the construction operations. To help prevent accidental damage to the sign plates, the Contractor shall remove all sign plates from such signs **before** removing the posts. All STOP signs that are removed must be replaced by the Contractor with temporary Contractor-furnished STOP signs to maintain an orderly flow of traffic. The existing STOP signs shall not be removed until **after** the temporary STOP signs have been installed by the Contractor. All sign plates and posts removed by the Contractor shall be delivered by the Contractor to the City's Department of Public Works at 251 Municipal Drive.

All sign plates and supports removed by the Contractor will be reinstalled or replaced by the City. The Contractor shall contact the Public Works Department at (262) 335-5079, to discuss requirements for reinstalling signs.

The Contractor is responsible for determining which signs and poles require removal, storage and reinstallation.

All costs associated with the removal and delivery of existing signs and poles to the Department of Public Works will not be paid for separately but will be considered incidental to the Bid Price for Provide Traffic Control and Access.

Mailboxes

Private mailboxes / publication boxes and their supports shall be relocated, if necessary, by the Contractor to allow residents, and postal employees access to the boxes. If the mailboxes are relocated, they shall be returned to approximately their original location after reconstruction. Upon completion of the work, the Contractor shall be responsible for positioning and reinstalling the mailboxes in as good as or better than present condition and as directed by the Engineer.

If relocation of mail/publication boxes is required as part of this project, the Contractor shall contact the West Bend Postmaster and all newspapers a minimum of one week prior to the start of construction. The Contractor shall notify the Postmaster (262-334-3299) and newspapers of the date that construction will begin and shall make arrangements to ensure the uninterrupted delivery of mail. During construction, the Contractor shall perform all necessary work to comply with those arrangements. The Contractor shall be responsible for maintaining access to the mailboxes throughout the project. Additionally, the Contractor shall notify owners of any changes in mailbox locations a minimum of 48 hours prior to any relocation occurring. If written notification is given to owners, the Contractor shall submit a copy to the Engineer, prior to distribution, for review and

revision. A copy of the final notice shall be submitted to the Engineer for inclusion in the project file.

This work will not be paid for separately but will be considered incidental to the Bid Price for Provide Traffic Control and Access.

Payment

Measurement and payment for bid item Provide Traffic Control and Access will be made per lump sum. The bid price for Traffic Control and Access shall include all costs associated with furnishing, erecting, maintaining, and removing all lights, barricades, drums, cones, signs, flagging, access requirements, and all other incidentals necessary to complete this work in accordance with the City's Standard Specifications and the MUTCD, latest edition.

EXISTING STRUCTURES AND UTILITIES

Existing Utilities

The Contractor shall be solely responsible for meeting the requirements of all Wisconsin Statutes including 66.0831 (Interference with Public Service Structure) and 182.0175 (Damage to Transmission Lines). The Contractor shall take all precautions necessary to protect any existing utilities that may be located along the project.

The Contractor shall be solely responsible for any damage caused to existing utilities during work on this project. Any damage to existing utilities during work on this project shall be repaired and/or replaced, at the discretion of the utility owner, by the Contractor at no expense to the City.

Private Structures

The Contractor shall protect privately owned structures during construction.

All costs to protect, remove, store and reinstall private structures including furnishing, placing and tamping crushed aggregate, shall be included in the bid price for the work causing its need.

Existing Sanitary Sewer, Storm Sewer, and Water Main

The Contractor shall take appropriate action to ensure that no silt or backfill material enters the existing or proposed sanitary sewer, storm sewer, or water main structures or pipes. Any material that enters the existing or new utilities as a result of construction shall be cleaned by the Contractor at no expense to the City. The necessity for such cleaning will be at the discretion of the Engineer.

The Contractor shall take extreme care not to damage any existing structures, utilities or pavement beyond the limits shown on the plans.

EROSION AND SEDIMENT CONTROL

General

Implement erosion control mitigation procedures as specified herein. No work shall begin until the erosion control devices have been installed within the project area and have been inspected and approved by the Engineer.

All erosion control measures shall conform to the Wisconsin Department of Natural Resources Construction Site Erosion and Sediment Control Technical Standards, latest edition, and the Wisconsin Construction Site Best Management Practices Handbook (Best Practices Handbook) for those items not included in the technical standards.

At a minimum, the following Construction Site Erosion and Sediment Control Standards apply to work under this contract:

- Storm Drain Inlet Protection, #1060
- Dust Control, #1068

The Engineer reserves the right to order additional erosion control measures. Include all costs for the implementation of erosion control mitigation procedures in the contract lump sum unit price for bid item Furnish and Install Erosion and Sediment Control.

The Contractor shall maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent watercourses and properties. Install erosion control measures prior to start of construction and maintain them until final completion of work. Remove and dispose of sediment deposits behind erosion control measures when deposits reach approximately one half the volume capacity of each erosion control measure. Erosion control devices, which have become damaged and can no longer function properly shall be replaced or repaired immediately. All erosion control measures installed are to be removed by the Contractor upon completion of the work or after seeding becomes established, as applicable. Seed and mulch disturbed areas where erosion control devices have been removed.

All costs associated with the restoration of disturbed areas caused by the installation of erosion control measures shall be included in the lump sum bid price for bid item Furnish and Install Erosion and Sediment Control.

The Contractor shall be responsible for any discharge from the site due to lack of maintenance or other causes. The Contractor shall immediately clean up any material discharged from the site and make repairs or restore the area.

Ordered Work

The Contractor agrees all additional work ordered by the Engineer, including, but not limited to, checking erosion control devices, installing additional erosion control devices, dust control, and cleaning up and repairing damaged areas, shall be completed within 24 hours of verbal or written notification. The Contractor agrees that the City reserves the right to hire an independent party to perform all work ordered by the Engineer and

payment to the independent party shall be subtracted from payments due the Contractor. Furthermore, the Contractor agrees and fully accepts that this notice is the only notification he will receive in regard to this matter.

Storm Drain Inlet Protection

The Contractor shall provide erosion control at existing catch basins by installing DOT Type C inlet protection with curb box as shown on Detail 825 of the City Standard Specifications. Type FF fabric shall be used, per Technical Standard #1060, Storm Drain Inlet Protection. The Contractor shall install a suitable amount of filter fabric so that the fabric extends at a minimum of ten inches past the flange line and sides of the catch basin, and an additional 18 inches of fabric to be wrapped around a wooden 2x4 extending eight inches beyond the grate width on both sides. The fabric shall be wrapped around the 2x4 and secured with staples and shall not block the entire height of the curb box opening.

All costs associated with Storm Drain Inlet Protection, including furnishing and installing protection, inspection, maintenance, replacement (if necessary), and removal of the fabric shall be included in the lump sum bid price for bid item Furnish and Install Erosion and Sediment Control.

Manhole Protection

The Contractor shall provide erosion control at **existing** manholes by removing the manhole cover, placing a three foot by three-foot piece of DOT Type FF fabric under the manhole cover and replacing the cover. The fabric shall extend approximately four inches beyond the sides of the cover.

All costs associated with furnishing, placing, inspecting, maintaining, replacing (if necessary) and removing the fabric shall be included in the lump sum bid price for bid item Furnish and Install Erosion and Sediment Control.

Dust Control / Street Sweeping

Minimize dust dispersion from the subgrade during excavating, grading and all other construction operations, until the work is accepted, by applying water or other engineer-approved dust control materials as specified or as directed by the engineer.

The Contractor shall sweep adjacent roadways daily, if necessary, of any soil, gravel, or other materials washed or tracked onto the road by the construction. The Contractor shall note that the project is located near a residential area where dust control shall be a top priority, and will be closely scrutinized by the City.

All costs associated with dust control measures shall be included in the lump sum bid price for bid item Furnish and Install Erosion and Sediment Control.

Inspection and Maintenance

The Contractor shall perform periodic inspections and maintenance of all erosion control devices during work on this project to ensure the intended purpose of the devices are

being accomplished. The Contractor shall verify that all erosion control devices are in working condition at the end of each working day. The Contractor shall inspect all erosion control devices for integrity weekly and after every rainfall event of 0.5 inches or greater. Any damaged erosion control devices found during periodic inspections or inspections after rainfall events shall be repaired or replaced by the Contractor immediately.

Weekly and Rain Event Erosion Control Reports shall be filled out by the contractor as stated above. The reports shall be kept on site and made available for immediate review upon request of a representative of the Wisconsin DNR or the Engineer.

All costs associated with maintaining the erosion control devices, as described above, shall be included in the bid price for bid item Furnish and Install Erosion and Sediment Control.

REMOVALS

General

Unless specifically stated otherwise within these Special Provisions, all materials removed as part of this project shall become the property of the Contractor and shall be properly and legally disposed of off-site. Recycling of the asphalt and concrete is encouraged.

The Contractor is responsible for determining the location of all utilities along the project.

The limits of removal will be as shown on the plans and/or as marked in the field by the Engineer. In case of uncertainty or conflicting information, the Contractor shall ask the Engineer for clarification before proceeding with the removal.

Saw Cutting and Pavement Removal

The Contractor shall saw cut all pavements at the locations shown on the plans and/or marked in the field. Removal of the existing pavement shall be performed as described in Section 204 of the WisDOT Standard Specifications.

When matching existing pavement, all saw cuts shall be perpendicular to the pavement to remain in place. When saw cutting is necessary along an existing edge of pavement, driveway, curb and gutter, etc., the saw cut shall be parallel to the centerline of the roadway on which the saw cut is necessary.

All pavement removed under this contract shall become property of the Contractor and shall be properly and legally disposed of by the Contractor.

Payment for removing, hauling and disposing of pavement as described above, will be considered incidental to item causing its need.

EARTHWORK

Proof Rolling

After full depth pulverizing of the existing asphalt pavement, the Contractor shall proof roll in the presence of the Engineer by using a fully-loaded quad axle dump truck. As directed by the Engineer, the Contractor shall remove any unsatisfactory areas and replace with materials specified below in Breaker Run Including Overexcavation. All costs associated with the proof rolling shall be included in the bid item or Furnish and Place Asphalt Pavement.

Breaker Run Including Overexcavation

Any areas deemed unsatisfactory by the Engineer shall be undercut, backfilled with breaker run, and compacted in accordance with Section 311 of the Standard Specifications. **The Contractor shall not undercut any areas without specific prior approval of the Engineer.** All costs associated with undercutting the areas marked by the Engineer to the depth specified shall be included in the price for bid item Furnish and Place Breaker Run, Including Overexcavation.

All overexcavated and rejected material shall become the property of the Contractor and shall be properly and legally disposed of off-site by the Contractor.

The quantity given in the bid proposal for Furnish and Place Breaker Run, Including Overexcavation is for bidding purposes only. The actual quantity utilized during construction may vary significantly from the quantity included in the bid proposal.

Measurement and payment for bid item Furnish and Place Breaker Run, Including Overexcavation will be made per cubic yard placed, measured in the field by the Engineer and shall include all costs associated with furnishing, placing and compacting breaker run and shall also include all costs associated with excavating, hauling, and properly disposing of the unsuitable or rejected material offsite.

Geotextile Fabric

Geotextile fabric may be required to supplement bridging layers, which may be used to reduce subsequent fill placement. The materials measurement and payment for geotextile fabric shall conform to requirements of Section 307 of the City's Standard Specifications.

The quantity given in the bid proposal for Furnish and Install Soil Reinforcing Fabric is for bidding purposes only. The actual quantity utilized during construction may vary significantly from the quantity included in the bid proposal.

Measurement and payment for bid item Furnish and Install Geotextile Fabric will be made per square yard installed, and shall include all costs associated with furnishing, placing and anchoring the fabric.

STRUCTURE ADJUSTMENTS

The Contractor shall make any necessary structure adjustments **after** the pavement has been pulverized. The Contractor shall take care to protect structures until the placement of the asphalt pavement.

The Contractor shall adjust the elevations of the frames of sanitary manholes, storm manholes, water manholes and water valves within the paving limits. Adjustments of manholes shall be made using cast iron paving adjustment rings. When adjusting sanitary manholes, the Contractor shall furnish a butyl rubber caulk and seal between the adjusting ring and the manhole frame.

All costs associated with excavation, adjusting, handling or disposal of materials shall be measured and paid for at the bid price per each for Adjust Existing Sanitary Sewer Manhole Casting, Adjust Existing Storm Sewer Manhole Casting, Adjust Existing Water Valve Box.

DELAYS BETWEEN PAVEMENT REMOVAL AND REPAVING

The Contractor shall make a reasonable effort to place hot mix asphalt pavement within 7 calendar days of pulverizing the pavement. If the Contractor does not complete the placement of the hot mix asphalt pavement within 10 calendar days after the pavement pulverizing work commenced at that location, the payment quantity for the hot mix asphalt pavement placed at that location shall be reduced by two percent per calendar day for each calendar day in excess of the 10 days until the paving is completed. If subgrade, base course or pavement repairs are needed, the time involved in such repairs will not be included in the above mentioned 10-day time period, provided that the Contractor begins the repairs within two days of the milling or pulverizing.

HOT MIX ASPHALT PAVEMENT

Pulverize Asphalt Pavement

Pulverize the existing asphalt pavement full depth, fine grade and compact the base prior to resurfacing as shown on the plans and as herein after provided.

The existing asphalt surface shall be pulverized full depth and to a minimum of 97 percent passing a two-inch screen.

Immediately after pulverizing, the material shall be placed as shown in the Contract Documents or as directed by the Engineer. The placement shall be accomplished using a paver or a grader or a combination of paver and grader.

The pulverized material shall be immediately compacted in the following sequence:

- First with a rubber-tired roller.
- Second with a vibratory steel roller.
- Water shall be added prior to and during compaction as required.

Each layer shall be compacted to the extent required for Standard Compaction in Section 301.3.4.2 of the Standard Specifications. The compaction equipment shall be as follows:

- For a compacted depth of pulverized materials, up to six inches, compaction equipment shall be in accordance with section 301.3.1 of the Standard Specifications.
- For a compacted depth of pulverized material, greater than six inches and up to eight inches, a minimum 25-ton rubber-tired roller with 90 psi tire pressure or 25,000 lb. Pads foot vibratory roller, and a minimum eight-ton vibratory steel roller shall be used.
- For compacted depths greater than eight inches, split lift compaction according to the above described methods will be required.

The Contractor shall note there is a segment on Paradise Drive that contains curb and gutter. The reconstruction sequence, as it relates to this section, shall be revised as follows:

- Pulverize the existing asphalt pavement.
- Remove material as required, prepare base course for placement of five inches of asphalt pavement to match existing curb flange grade.

Include all cost associated with the revised construction sequence in the Bid Price for Pulverize Existing Asphalt Pavement.

At the completion of each working day, the ends of the pulverized asphalt pavement and base course shall be accessible as practical by both traffic lanes. Repair any surface damage.

Prior to pulverizing, the Contractor shall tape the pick holes of the covers of the sanitary manholes.

All costs associated with pulverizing, handling, stockpiling or disposal of asphalt pavement shall be measured and paid for at the square yard bid price for bid item Pulverize Existing Asphalt Pavement.

Asphalt Pavement

Asphalt pavement shall conform to Section 600 of the City's Standard Specifications.

Paradise Drive shall be constructed of three inches of 3 MT 58-28 H lower layer and two inches of 4 MT 58-28 H upper layer hot mix asphalt pavement.

Aerial Drive shall be constructed of 2.25 inches of 3 LT 58-28 S lower layer and 1.75 inches of 4 LT 58-28 S upper layer hot mix asphalt pavement.

No payment will be made for new asphalt pavement that is placed beyond the limits as described above.

Measurement and payment for bid item Furnish and Place Asphalt Pavement will be made by the ton installed as described in Section 600 of the City's Standard Specifications.

Tack Coat

The Contractor shall furnish and place tack coat on the surface of the existing pavement prior to overlaying. The Contractor shall tape the pick holes of the covers of the sanitary manholes prior to placing the tack coat. All costs associated with furnishing and placing tack coat shall be included in the bid item for Furnish and Place Asphalt Pavement.

Fine Grading

The Contractor shall fine grade all base material, as needed, at locations of full depth milling and/or overexcavation operations to ensure the proposed grades are achieved to the extents of the project limits. All costs associated with fine grading of base materials shall be included in the bid item for Furnish and Place Hot Mix Asphalt Pavement.

QUALITY CONTROL, QUALITY VERIFICATION, AND MATERIALS FOR HOT MIX ASPHALT PAVEMENT

For this contract, the following *Section A601.4, Section A603, and Table A600-1* **shall replace** *Section A601.4, Section A603, and Table A600-1* of the City's Standard Specifications.

A601.4 Quality Control, Quality Verifications, and Asphalt Samples

The Contractor shall provide and maintain a Quality Control Program conforming to the requirements of WDOT 460.2.8.

For each asphaltic concrete mix to be used on a paving project, the Contractor shall provide the Engineer with a job mix design, along with material sources, prior to beginning any asphaltic concrete work for that mix. The job mix design report shall establish the Job Mix Formula (JMF) for the paving work under the contract.

The Contractor shall notify the Engineer prior to preparing the asphaltic concrete mix for work under the contract. The Engineer may then send an authorized representative to the plant site to sample materials and inspect the operation of the plant for work under the contract. The Contractor shall place all of his facilities at the disposal of the representative so that the representative may ascertain the quality of materials and workmanship for work under the contract.

On a daily frequency and for each asphaltic concrete mix used on each day, the Contractor shall take three (3) samples of the mixed asphaltic concrete for Quality Verification (QV) by the City and shall submit the three samples to the Engineer.

The Contractor shall remove the samples at the project site or at the plant from three different trucks used in hauling the material to the project site. Each sample shall weigh between twenty-five (25) and forty (40) pounds. The Contractor shall supply the sample containers. The Contractor shall mark the identity of all samples. The Engineer may test one sample and will keep the other two samples for testing if the first sample fails. The Engineer may decide not to have the QV samples tested. Copies of test results will be available to the Contractor and will be forwarded to him upon his request. All cost associated with providing mix designs and taking samples shall be incidental to the bid price for pavement work.

Within five (5) working days after paving, the Contractor shall provide the Engineer with a copy of the results of any tests made on samples taken on the production run of the asphaltic concrete mix or any adjustments made to the Job Mix Formula for the day on which the mix was supplied for the project. In addition, the Contractor shall furnish the Engineer with copies of the production control charts for the time period in which the asphaltic concrete used for the project was produced.

A603 Materials for Asphaltic Concrete

A603.1 General

All aggregates, salvaged asphaltic pavement materials, and asphaltic materials intended for use in base, binder, or surface courses of asphaltic concrete, and in tack or seal coats, surface treatments, and similar work shall conform to the requirements of WDOT 455 and WDOT 460.

A603.2 Nonconforming Mixes

If the test results of the samples tested by the Engineer under Section A601.4 are outside the acceptable JMF control limits indicated in Table A600-1, additional testing shall be performed as described below.

1. The Engineer shall select a testing laboratory which is acceptable to the Owner and Contractor and which will perform all additional testing.
2. The backup QV samples retained by the Engineer shall be tested. The test values for each item listed in Table A600-1 for the two backup samples and the original sample shall be added together and averaged to define the values of the "Average Sample".
3. If the test values of the Averaged Sample are within the JMF control limits indicated in Table A600-1, the asphaltic concrete shall be considered satisfactory.
4. If the test values of the Averaged Sample are outside the acceptable JMF control limits, all material using that lot of nonconforming asphaltic concrete mix will be considered unacceptable and shall be removed and replaced by the Contractor at no additional cost to the Owner. The Engineer will

determine the quantity of material to be replaced based on the project testing data and an inspection of the completed pavement. If the Engineer decides to leave the nonconforming materials in place, the asphaltic concrete will be paid for at the reduced payment percentage specified in WDOT 460.2.8.2.1.7 (6) times the contract unit price for the asphaltic concrete. If the nonconforming materials are placed in a private development requiring acceptance by the City and if the Engineer decides to leave the nonconforming materials in place, the Developer shall pay to the City an amount equal to the quantity of nonconforming pavement multiplied by the payment reduction percentage times the average unit price submitted by the bidders awarded contracts for similar pavement on public works projects in the City during the year in which the pavement is placed and during the preceding calendar year. The “payment reduction percentage” referenced in the preceding sentence equals 100 minus the reduced payment percentage determined in WDOT 460.2.8.2.1.7 (6). If the nonconforming pavement occurs in a layer not at the finish surface, the cost shall be based upon the cost of the non-conforming layer plus all layers placed above the non-conforming layer.

5. If the asphaltic concrete is unacceptable, as determined above, the Contractor shall pay for all sample testing except for the tests of the one sample originally tested by the Engineer and for the Engineer’s time used to obtain and analyze the two additional QV samples.
6. If the asphaltic concrete is acceptable, as determined above, the Contractor and Owner shall each pay for fifty (50%) percent of the additional QV sample testing beyond the test of the one sample originally tested by the Engineer.

TABLE A600 – 1

Control Limits

The following control limits shall apply to the Job Mix Formula (JMF).

<u>Item</u>	<u>JMF Control Limit Acceptable Ranges</u>
Air Voids (Va)	$2.7\% \leq Va \leq 5.3\%$
Voids in the Mineral Aggregate (VMA)	$(VMA \text{ minimum } -0.5\%) \leq VMA \text{ of sample}$

The “VMA minimum” above shall be the minimum allowable VMA percentage as listed in WDOT Table 460-1 for the nominal maximum aggregate size of the mix design. For example, concerning a 19mm nominal maximum aggregate size, the VMA minimum is 13.0%, and VMA of sample must be equal or greater than 12.5%.

All cost associated with Quality Control and Quality Verification will be considered incidental to bid item Furnish and Place Hot Mix Asphalt Pavement.

SHOULDERING

Shoulders shall be constructed using Base Aggregate Dense, 3/4 inch per Section 305 of the Standard Specifications. Trim, shape and restore the shoulders to the finished cross-section using graders and other equipment, supplemented by hand work, if necessary, to produce smooth surfaces and slopes and uniform cross-sections per the provisions of Section 213 of the Standard Specifications. Install material to Special Compaction per Section 301.3.4.3 of the Standard Specifications (95 percent max density per AASHTO T99 & T191). The Contractor shall remove any asphalt material that may be deposited beyond the roadway limits during shouldering operations.

Paradise Drive shoulders shall be four feet wide on both sides of the roadway proposed for resurfacing. Aerial Drive shoulders shall be one foot wide on both sides of the roadway proposed for resurfacing.

Include all cost for furnishing and installing, shaping, grading and compacting in the contract Bid Price per ton for Shoulder Restoration.

PAVEMENT MARKINGS

The Contractor shall be solely responsible for laying out the pavement markings. The Contractor shall furnish and place epoxy pavement markings of the colors, line widths and locations as specified in Section 646 of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, latest edition.

All pavement markings shall be retroreflective.

Measurement and Payment

The quantities listed shall be used for bidding and payment purposes for lines to be painted.

Only painted sections of lines will be measured for payment. Spaces, gaps or skips will not be measured or included in the payment quantity. Quantities for payment for dotted or dashed lines will be determined by using the measurement length for solid lines and dividing said length by four. Quantities for payment for double yellow lines will be determined by multiplying the measurement length by two.

Measurement for the bid items Furnish and Place Epoxy Pavement Markings will be made per lineal foot of epoxy installed as described above.

Payment for these items shall include all items described above.

THE BIDDER AGREES TO FURNISH ALL LABOR, SUPERVISION, EQUIPMENT, MATERIALS, TOOLS, SUPPLIES, AND INCIDENTALS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE CONSTRUCTION AND INSTALLATION OF THE

BID PROPOSAL
CONTRACT: 19-08

SECTION A - PARADISE DRIVE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	PULVERIZE EXISTING ASPHALT PAVEMENT	5,800	SY	\$ _____	\$ _____
2	ADJUST EXISTING SANITARY SEWER MANHOLE CASTING	6	EA	\$ _____	\$ _____
3	ADJUST EXISTING STORM SEWER MANHOLE CASTING	1	EA	\$ _____	\$ _____
4	ADJUST EXISTING WATER VALVE BOX	4	EA	\$ _____	\$ _____
5	FURNISH AND PLACE BREAKER RUN, INCLUDING OVEREXCAVATION	490	CY	\$ _____	\$ _____
6	FURNISH AND INSTALL GEOTEXTILE FABRIC	800	SY	\$ _____	\$ _____
7	SHOULDER RESTORATION	410	TN	\$ _____	\$ _____
8	FURNISH AND PLACE HOT MIX ASPHALT PAVEMENT	1,700	TN	\$ _____	\$ _____
9	FURNISH AND PLACE EPOXY PAVEMENT MARKINGS	7,100	LF	\$ _____	\$ _____
10	FURNISH AND INSTALL EROSION AND SEDIMENT CONTROL	1	LS	\$ _____	\$ _____
11	PROVIDE TRAFFIC CONTROL AND ACCESS	1	LS	\$ _____	\$ _____
				Total Section A Bid: \$	_____

BID PROPOSAL
CONTRACT: 19-08

SECTION B - AERIAL DRIVE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
12	PULVERIZE EXISTING ASPHALT PAVEMENT	1,900	SY	\$ _____	\$ _____
13	FURNISH AND PLACE BREAKER RUN, INCLUDING OVEREXCAVATION	200	CY	\$ _____	\$ _____
14	FURNISH AND INSTALL GEOTEXTILE FABRIC	200	SY	\$ _____	\$ _____
15	SHOULDER RESTORATION	40	TN	\$ _____	\$ _____
16	FURNISH AND PLACE HOT MIX ASPHALT PAVEMENT	475	TN	\$ _____	\$ _____
17	FURNISH AND INSTALL EROSION AND SEDIMENT CONTROL	1	LS	\$ _____	\$ _____
18	PROVIDE TRAFFIC CONTROL AND ACCESS	1	LS	\$ _____	\$ _____

Total Section B Bid: \$ _____

Total Bid (Section A+Section B): \$ _____

BID PROPOSAL
CONTRACT: 19-08

THE BIDDER, ITS AGENTS, OFFICERS 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 BID PROPOSAL.

FROM: _____
(Contractor)

BY: _____
(Signature)

(Name and Title)

ADDRESS: _____

TELEPHONE: _____

DATE: _____

E WASHINGTON ST

EARL STIER DR

AERIAL DR

HAEN DR

Bartelt & Assoc

West Bend Air Inc
West Scenic Management Co

EAA Chapter

C19-08
PULVERIZE AND OVERLAY
AERIAL DRIVE

M-2



DATE: 7/12/2019
SCALE: 1" = 2,000'

