

**DETAILED SPECIFICATIONS
FOR**

CONTRACT 2021031 (QUEST ID: 7700130) New home construction 233 Jones

I. SPECIFICATIONS

Any and/or all of the following documents that are applicable are included in the Specifications for this contract:

1. Standard Specifications for Sewer and Water Construction in Wisconsin, 5th Edition, March 1, 1988, and Addendum No. 1, January 2, 1992 and shall be herein referred to as "Standard Specifications".
2. When State Item Numbers are shown on the Bidder's Proposal (in parenthesis), the corresponding Section of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Edition of 1996, and all supplemental specifications herein referred to as "State Specifications", shall apply.
3. Part VI, of the Manual on Uniform Traffic Control Devices. (Most recent version).
4. The following portions of the Municipal Code of the City of Racine:
 - a. Chapter 82 – Article III, Sidewalks – Division 2 Construction
 - b. Chapter 18 – Article II, Plumbing Code
 - c. Chapter 18 – Article IV, Electrical Code

Copies of the above documents are on file with the City of Racine.

Whenever there is a conflict between the construction plans and the Specifications as outlined in the Instructions to Bidders, the plans shall govern. The Special Provisions shall govern if they are in conflict with either the plans or the Specifications.

II. HAUL ROUTES AND EXCAVATED MATERIAL

The Community Development Authority of the City of Racine reserves the right to direct the contractor as to the routes to be used for hauling of surplus materials from the site and new materials to the site. Before commencing work, the contractor shall submit a proposed route to the City Engineer for his approval.

All excavated materials shall be the property of the contractor and shall be disposed of at his expense.

III. GUARANTEE

The contractor shall agree and guarantee that the materials and workmanship supplied by him shall be free from all defects and strictly in accordance with the Plans and Specifications at the time of its completion and acceptance by the Community Development Authority and for a period of One (1) year thereafter. In case any cracks, leaks, settlement or any other defects as to materials or workmanship shall exist or appear in any part of the work constructed by him within One (1) year thereafter, the contractor agrees to forthwith repair the same upon notification by the Community Development Authority of the City of Racine, using the same material required by these Specifications, and in case the contractor shall fail to make such repairs or cause the same to be made, the contractor shall agree to pay on demand the cost thereof, to said Community Development Authority of the City of Racine upon completion of such repairs. The contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in this contract which may become a lien or claim against the Community Development Authority of the City of Racine. Such agreement and guarantee shall be made a part of the contract, and the fulfillment thereof shall be secured by the bond of the contractor.

IV. REQUEST FOR DEVIATION FROM SPECIFICATIONS

Any changes and/or deviations from these specifications must be approved by the Community Development Authority before proceeding with the work. Each request for a change will be considered separately and approval of a change will not be misconstrued to mean these specifications have been amended.

V. PROTECTION OF SURROUNDING AREAS

The surrounding buildings, pavement areas and landscaping must be protected from damages during the demolition. If there are any damages to the properties adjacent the chimney area, the contractor will be responsible to restore these areas to their original condition at the start of the project.

VI. COMPLETION

Work on this contract shall be completed within 30 calendar days from the date the work commences, but must be completed by November 19, 2021. A Notice to Proceed (as defined in General Specifications) shall be issued by the Community Development Authority within ten days of execution of the contract and this shall establish the commencement date, unless it is mutually agreed by the Community Development Authority and the Contractor to proceed with work on a certain date.

VII. LIQUIDATED DAMAGES

The Community Development Authority of the City of Racine and Contractor recognize that time is of the essence with this agreement and that the Community Development Authority of the City of Racine will suffer financial loss if the work is not completed within the time specified. The Community Development Authority of the City of Racine and Contractor also recognize the delays, expense and difficulties involved with proving in a legal or arbitration proceedings, the actual loss suffered by the Community Development Authority of the City of Racine if the work is not substantially completed on time. Accordingly, the Community Development Authority of the City of Racine and Contractor agree that as Liquidated Damages for delays, but not as a penalty, Contractor shall pay the Community Development Authority of the City of Racine the amount referenced in Section 108.11 Liquidated Damages, of the latest addition of the WisDOT Standard Specifications for Highways and Structure Construction (see State Specifications below).

108.11 Liquidated Damages – (State Specifications)

(1) If the contractor does not complete the work within the contract time or within the extra time allowed under engineer-granted time extensions, the department (City) will assess liquidated damages. The department (City) will deduct a specified sum from payments due the contractor for every calendar day on calendar day contracts and completion date contracts, or for every working day on working day contracts, that the work remains uncompleted.

(2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department (City) from the contractor by reason of inconvenience to the public, the added cost of engineering and supervision, maintenance of detours, and other items that have caused an expenditure of public funds resulting from the contractor's failure to complete the work within the contract time.

Revise 108.11(3) to update the amounts charged for liquidated damages based on analysis of fiscal 2013 data.

(3) Unless modified in the special provisions, the department (City) will assess the following daily liquidated damages. The values shown reflect only the cost of engineering and supervision.

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT DAILY CHARGE FROM MORE THAN TO AND INCLUDING:

	CALENDAR DAY	WORKING DAY
\$0 to \$250,000	\$660	\$1320
\$250,000 to \$500,000	\$780	\$1560
\$500,000 to \$1,000,000	\$1135	\$2270
\$1,000,000 to \$2,000,000	\$1435	\$2870
\$2,000,000 _____	\$1810	\$3620

(4) If the engineer allows the contractor to continue and finish the work or any part of it after the contract time expires, the department (City) waives no rights under the contract.

Contracts with multiple sites associated with the project shall also have an assigned Calendar Day completion time (date) per site, the Contractor shall pay the Community Development Authority of the City of Racine Five Hundred Dollars (\$500.00) for each calendar day that expires after the site specific completion date specified or extensions thereof, until the work is substantially complete. This is in addition to the "Contract Completion" as stated above.

For non-transportation and utility based construction projects not covered under Section 108.11 of the WisDOT code, the Contractor shall pay the Community Development Authority of the City of Racine Five Hundred Dollars (\$500.00) for each calendar day that expires after the completion date specified or extensions thereof, until the work is substantially complete.

Liquidated damages arising hereunder shall be deducted from monies otherwise due the Contractor out of performance of this agreement. In case such amount remaining under the contract is not sufficient to pay such liquidated damages, then the Contractor shall be liable for the additional amount upon demand by the Community Development Authority of the City of Racine.

