

**SPECIAL PROVISIONS
FOR
CONTRACT 2022022
2022 Community Development Authority of the City of Racine New Home Construction**

SCOPE OF WORK

The work under this contract includes construction of a new single-family house and garage. Contract to include all work according to work specifications, work write up and drawings.

The work on this contract is located at 233 Jones St. City of Racine, Racine WI:

Base Bid:

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 (Community Development Authority of the City of Racine) will assess liquidated damages. The department (Community Development Authority of the City of Racine) 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 (Community Development Authority of the City of Racine) 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 2019 data.

(3) Unless modified in the special provisions, the department (Community Development Authority of the City of Racine) 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	\$880	\$1760
\$250,000 to \$500,000	\$895	\$1790
\$500,000 to \$1,000,000	\$1110	\$2220
\$1,000,000 to \$2,000,000	\$1585	\$3170
\$2,000,000 _____	\$2175	\$4350

(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 (Community Development Authority of the City of Racine) waives no rights under the contract.

Contracts with interim completion dates 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.

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.

ACCESS

In general, the building site on this contract is open during the construction period. The Contractor will be responsible for all barricading and signing work relative to this project and the posting for temporary no-parking areas.

CONSTRUCTION SCHEDULE

Within 15 days following receipt of the Notice to Proceed, the Contractor shall provide to the Community Development Authority of the City of Racine a construction schedule, which describes the stages of work under the contract and the anticipated inclusive dates of each stage. If, during the course of the project, changes occur which would extend any construction stage by more than two weeks, the Contractor shall immediately provide an updated construction schedule and include an explanation of the reason for the changes.

GENERAL

The Community Development Authority of the Community Development Authority of the City of Racine of Racine reserves the right to delete all of, or a portion of the work included in this contract.

UTILITIES

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this construction project as noted in the plans.

It shall be the Contractor's responsibility to notify Digger's Hotline at 1-800-259-1181 for the location of all underground utilities and services in advance of any excavation work.

WE Energies, Gas Operations has gas mains within the project limits. Any valves which are within the paving limits will be adjusted by the Gas Company as a coordinated effort with the contractor. Attention Mr. Fred Bruhn 262-552-3285.

WE Energies has underground and overhead facilities within the project limits. Manholes will be adjusted as needed, by WE Energies, as a coordinated effort with the Contractor. Attention Mr. Dave Paro 262-886-7054.

AT&T has underground and overhead facilities within the project limits. Manholes will be adjusted as needed, by the utility as a coordinated effort with the Contractor. Attention Mr. Dave Bruzas 262-636-0571.

The Racine Water Utility has water mains within the project limits. Any valves which are within the paving limits will be adjusted by the Water Utility. Attention Mr. Mark Carr 636-9473.

The Contractor shall notify the Community Development Authority of the Community Development Authority of the City of Racine of Racine Engineering Department 636-9166 before altering or removing any traffic signals, signs, electrical equipment or street lights.

SPECIFICATIONS

The specifications for the contract are included in the Specifications, Work write up and site plans.

CONCRETE WORK

No city sidewalk and/or driveway approach may be removed without the approval of the Community Development Authority of the City of Racine Executive Director or designee. The Contractor will replace, at his expense, any city sidewalk and/or driveway approach damaged or inadvertently removed during construction.

Any existing structure, (pavement, curb and gutter or sidewalk), damaged or disturbed during the course of construction of any phase of this contract, will be repaired by the Contractor at his expense. This cost to the Contractor includes any sawcuts needed, as determined by the Community Development Authority of the City of Racine Executive Director or designee, to straighten any irregular edges of damaged structures.

As soon after finishing operations as the free water has disappeared, the concrete surface shall be sealed by spraying on it a uniform coating of curing material per Section 415.3.12 of the State Specifications and meeting the requirements of Subsection 415.2.4 of the State Specifications. No concrete shall be allowed to sit overnight without proper curing.

The course aggregate furnished for use in concrete masonry shall conform to the requirements of Section 501.2.5.4.2, of the State Specifications, except that the amount of chert shall not exceed three (3) per cent by weight.

A one-half inch thick expansion filler shall be placed in the curb and gutter at both ends of each removal and replacement section, this cost to be included in the price bid per lineal foot of curb and gutter. This filler may be formed by carefully jointing a clean cut head piece with a flange piece to insure the full ½ inch thickness throughout the cross section of the curb and gutter.

All tooled curb and gutter joints shall be 2 inches in depth and ¼ inch in width. All joints shall coincide with the pavement joints where possible and shall be spaced not more than 10 feet apart for patch curb or 7.5 feet apart for new curb.

In areas of new curb and gutter construction, the Contractor shall install at each home site or other location determined by the Engineer, a two (2) inch diameter, rigid P.V.C. pipe through the head of the curb. Existing

sump pump drains shall be reconnected prior to backfilling. No additional compensation shall be allowed for this work

Sump pump drains disconnected for curb and gutter removal and replacement work shall be reconnected after the repair work is completed with no separate or extra compensation. This work shall include the installation of 2" diameter, Schedule 40 PVC with wyes, tees and elbows as needed to connect existing sump outlet from the property line to the proposed storm sewer inlet.

All newly placed curb and gutter shall have a compressive strength of at least 2500 P.S.I. prior to supporting any equipment such as paving machinery.

All washout piles shall be cleaned up within 48 hours of completion of the paving. Piles and/or washout locations shall be constructed so as to not allow any downstream flows.

The pavements on this project shall not be poured with integral curb and gutter. Payment for the curb and gutter shall be by the Lineal Foot.

CRUSHED AGGREGATE DENSE ¾-INCH

The item crushed aggregate base course dense ¾-Inch shall be used as fill material under new curb and gutter, sidewalk and pavement sections.

Crushed stone, ¾-Inch (19.0 mm), shall be used in conformance to the requirements of Section 305.2.2.1 of the State Specifications. The Contractor shall verify crushed aggregate quantities furnished with delivery tickets.

SANITARY SEWER CONSTRUCTION

GENERAL

1. Work on this contract shall be completed in a continuous and timely manner from the notice to proceed. Daily work will not commence until all necessary equipment and material are on the job site and readily available.
2. Loud machinery cannot be used before 7:00 am.
3. The Contractor shall maintain clean project areas at all times. At the finish of each workday, the Contractor shall sweep and clean the project area to the satisfaction of the Engineer or Engineer's Representative.

SEWER LATERALS

1. Sewer Lateral construction shall conform to Section 3.2.5 of the Standard Specifications.
2. Laterals shall be 6" in diameter.
3. Maintain a pitch of 1/8 inch per foot minimum.
4. Sanitary laterals shall be reconnected to the new sewer main at the time of construction using a wye of the same size as the existing.
5. Provide watertight seal between new PVC and old clay pipes using Fernco stainless steel shear rings

- fittings or equal.
6. Each lateral connection must be completed the same day it is started, this includes backfilling and compacting.
 7. If the lateral is determined to be reconstructed all lateral related work including pavement, curb, sidewalk, and grass restoration shall be included in the lineal footage price of the lateral bid item.
 8. If a lateral does not require replacement, all costs for reconnecting the lateral to the new main, including labor and material, shall be included in the unit price bid for sanitary sewer relay.

PIPE

15" storm sewer pipe shall conform to the requirements of ASTM Specifications C-76, "Reinforced Concrete Sewer Pipe, Class IV".

12" storm sewer pipe shall conform to the requirements of ASTM Specifications C-76, "Reinforced Concrete Sewer Pipe, Class V".

18" storm sewer pipe shall conform to the requirements of ASTM Specifications C-76, "Reinforced Concrete Sewer, Class III.

All sanitary sewer main shall have a minimum internal diameter of 8" and shall consist of polyvinyl chloride pipe ASTM D-3034. For sanitary sewers greater than 20' in depth, the Contractor shall use C900 water main pipe.

CONSTRUCTION METHODS

Storm and sanitary sewer construction shall conform to Part III "Construction – Storm and Sanitary Sewers" of the Standard Specifications.

The Contractor, without delay, shall take care of all defects and corrective work required as the result of television inspection. Upon completion, further inspection in the form of televising may be required.

The Contractor shall excavate all material to the depths necessary to construct the sewer as shown on the plans. Excavation shall include the removal of soil, rock, abandoned pipelines, old foundations, stumps, roots, and similar materials encountered. Excavation of whatever material shall be included in the contract unit prices for sewer installation and will not be paid for separately.

The Contractor shall be responsible for immediate removal and proper disposal of all materials resulting from excavation, demolition, abandonment and removal, unless otherwise indicated. No excavated material shall be placed in the street right of way. The cost of removing previously abandoned utility facilities shall be included in the unit prices bid.

The excavated area shall be kept free of water at all times. Sheet piling and shoring shall be provided for the protection of the workers.

Underground utilities may be encountered. It shall be the Contractor's responsibility to notify WE Energies, Gas Operations, Time Warner Cable, Community Development Authority of the City of Racine of Racine Engineering Department, WE Energies, and SBC in advance of any excavation, for location of all underground utilities and to determine what safeguards and conditions they exist on when the excavation and backfilling operation is being done. The Contractor shall expose all crossings of

sewer and water and field verify location and elevation. The Utility is not responsible for damage caused by Contractor made to existing utilities shown on Plan. See utility note on Plans.

Any existing water main or water service mistakenly damaged by the Contractor shall be repaired by the Racine Water Utility at the Contractor's expense. The Contractor can perform water service alterations upon approval of the Engineer.

All excavations shall be back filled with granular backfill conforming to the requirements of Section 2.6.2 of the Standard Specifications in uniform layers of not more than twelve (12) inches and mechanically compacted in place with a boom mounted hydraulic compactor. Each layer of compacted backfill shall meet 95% Standard Proctor Density. Recycled backfill material will not be accepted.

Bedding and cover material for trenches shall be 3/4" crushed stone chips conforming to Section 8.43.2 and 8.43.3, of the Standard Specifications.

Granular backfill must conform to Section 209 of the Standard Specification. Do NOT use crushed concrete or reclaimed asphalt.

DEWATERING

All existing storm water inlets shall be protected by FF geotextile fabric. They shall be individually inspected and maintained by the contractor after each rain event greater than 0.1". All dewatering activities shall be reviewed and approved by the engineer prior to any pumping. If pumping is required to remove water from the site, the contractor shall provide the equipment necessary to mechanically pump the water into existing inlet(s) closest to the area. These inlets shall have type D inlet protection installed prior to any dewatering.

TOPSOIL, SEEDING AND FERTILIZING

The item **Topsoil, Seeding and Fertilizing** has been provided for and shall be filled with topsoil and seeded. The Contractor shall backfill all disturbed land, curb and gutter and sidewalk built by him. The uppermost six inches of this backfill shall be fertilized with Type "A" fertilizer according to the provisions of Section 629.21.1.2, and seeded using seed mixture Number 40 in accordance with Section 630 of the State Specifications which contains 25% by weight of annual rye grass. The rate of application shall be not less than 3 lbs/1000 sq. ft.

During hot and dry weather, the Contractor may elect to mulch topsoiled and seeded areas according to the provisions of Section 627 of the State Specifications.

The Contractor may have the option of topsoiling, fertilizing and sodding the required lawn restoration areas according to the provisions of Section 631 of the State Specifications, for his own convenience, with no separate or extra compensation. If properly sodded, the Community Development Authority of the City of Racine will inform the abutting owner by letter that it is their responsibility to water and maintain the sod from that time forth.

The Contractor shall include in the price bid for **Topsoil, Seeding and Fertilizing**, coming back the following spring and repairing areas that have settled over the winter and/or reseeding where the grass did not grow.

Payment for **Topsoil, Seeding and Fertilizing** shall only cover areas where the Contractor has provided 6-inches of topsoil. No blending back from the original excavation shall be paid for unless agreed to by the Engineer.

SAWING PAVEMENT FULL DEPTH

Sawcuts made under this item of the Bidder's Proposal shall be subject to the provisions of Section 690 of the State Specifications.

EMERGENCY CONDITONS AND TELEPHONE NUMBERS

When an emergency occurs, such as a ruptured water line; the agency performing the work in the streets is required to notify the affected agencies. During normal working hours, the following should be notified:

Building Department	730 Washington Avenue	636-9464
Police Department	730 Center Street	886-2300
Fire Department	800 Eighth Street	886-2300

Outside of normal working hours when the above offices cannot be reached, the following are to be notified:

Police Department	730 Center Street	886-2300
Fire Department	800 Eighth Street	886-2300
Water/Wastewater Utility Administration	800 Center Street	636-9181
Water Utility Service Building (24 Hours)	100 Hubbard Street	636-9185
AT&T (Use Digger's Hotline)		1-800-242-8511
Digger's Hotline		1-800-242-8511
Time Warner Cable	5812 21 st Street	414-277-4045
WE Energies	7815 Northwestern Avenue	1-800-662-4797
WE Energies, Gas Operations	201 First Street	1-800-261-5325