

SPECIAL PROVISIONS AND CONDITIONS

INTENT AND SCOPE

It is the intent of the City of Manitowoc to replace approximately a 24,000 square foot low-slope commercial grade roof system at the City of Manitowoc's Senior Center located at 3330 Custer Street to include the installation of new rigid insulation, a new single ply TPO waterproofing sheet and extensive sheet metal work.

RESPONSIVE BIDDER GUIDELINES

All invited bidders shall receive a full set of bidding documents, including Wage Rate Determination Sheets, Tapered Shop Drawings, as well as all other documents necessary for the successful submission of a bid to City of Manitowoc. These documents shall be available to each qualified bidder at the Mandatory Pre-Bidding Conference.

The undersigned, as Bidder, declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done, that they have examined the plans and specifications for the project and contractual documents relative thereto, and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with City of Manitowoc to furnish all necessary materials (excluding Direct Material Purchases), equipment, machinery, tools, apparatus, means of transportation and labor to complete the construction as referenced project complete in accordance with the shown, noted, described, and reasonably intended requirements of the plan, specifications and other Contract Documents, for the lump as stated.

This is a Direct Materials Purchase project, and therefore the Contractor is cautioned to carefully review the directions provided in these Specifications. Should the Contractor need assistance and/or clarification of these documents please contact Commercial Consultants Group for further support.

BIDDING REQUIREMENTS

Pre-Bidding Conference

All Bidders shall attend a Pre-bidding Conference to inspect the jobsite and to ensure a uniform interpretation of the specifications and related documents. There shall be only one Pre-bidding Conference for each project contained herein. Bidders who do not attend the Pre-bidding Conference shall be disqualified from the bidding. No allowance shall subsequently be made on behalf of the Bidder if awarded the contract, by reason of any error, or neglect, on his or her part for having failed to follow the instructions given herein.

The Pre-bidding Conference shall be held at the following location and conducted promptly at the time shown. It shall be the sole responsibility of the Bidders to familiarize themselves with the conference site and time of said meeting:

Date & Time	Building	Address
March 19, 2007 11:00 AM	Senior Center	3330 Custer Street Manitowoc, WI 54220

All questions you may have regarding the specific details of this project shall be answered at this meeting and not before.

Site Conditions

Each Bidder shall, prior to submission of quotation, become familiar with the project site and make allowance for site conditions including access, available storage, existing structures, or work in progress. Further, the Bidder will be responsible for the verification of all underground utilities including, but not limited to, gas lines, telephone lines, sewers, water mains, etc. The submission of a bid will be construed as evidence that such examination has been made and no subsequent allowance will be made in this connection.

The Bidder shall be responsible for all temporary excavations, scaffolding, guardrails, vehicle and pedestrian passageways, and other temporary work that extends beyond the boundaries of the Owner's property. The Bidder shall make all necessary arrangements and agreements with the owners of adjoining property and with public authorities. Cost of such arrangements, agreements, and work shall be included in the Bidders' base proposals.

BID DUE DATE AND TIME

All documents required to satisfy City of Manitowoc Specifications shall be included in a single package specifically marked with the project number and name of project and delivered in a timely manner to the following place by or before 4:00p.m..

Date & Time	Where:	Address
March 28, 2007 4:00 PM	City Hall	900 Quay St, Manitowoc

GENERAL INSTRUCTIONS

Purpose of Document

The purpose of these documents is to provide a comprehensive, uniform set of documents that clearly defines the responsibilities of each participant. It is the desire of the Owner and Consultant to provide all participants with a document capable of delivering the required services and products in a fair, consistent, and ethical manner.

Changes, Additions, & Deletions

These documents are the standard for the project indicated herein, including the bidding process as well as the actual scope-of-work. Any changes, additions, and/or deletions of this document, regardless of cost implication, shall be acceptable only through the use of a written (1) Addendum or (2) Change Order approved and signed by City of Manitowoc. In all respects, changes must be confirmed in writing and a valid signature by the owner or consultant must accompany any documentation. Verbal changes to these documents shall not be acceptable.

COMPLETION DATE

All work included in **Contract WB-07-13** shall start on or after **May 1, 2007** and when the contract documents are signed and the "Notice to Proceed" is given. All work shall be completed on or before **May 31, 2007**.

The Bidder shall complete all Work within the time and schedule as provided by City of Manitowoc. Submission of a signed Bid Proposal Form constitutes acknowledgement that Bidder is prepared to complete the project in the allotted time as set forth by the City.

Failure to meet the Completion Date listed above will result in the assessment of Liquidated Damages and Inspection Fees for Late Work.

The time limit for filing the executed contract and performance bond is 10 days from the time the City notified the Bidder in writing that he is the successful bidder.

LIQUIDATED DAMAGES/INSPECTION FEES

For every calendar day of delay in the completion of the work beyond the time specified, unless extended by agreement, there shall be deducted from the amount due under this contract as fixed, agreed, liquidated damages, and inspection fees in the sum of Two Hundred Fifty Dollars (\$250.00).

CERTIFICATE OF INSURANCE

The Contractor shall not commence Work until the Contractor has obtained all the insurance required under this section and the Owner has approved such insurance. The Contractor shall not allow any subcontractor to commence Work until the insurance required of the subcontractor has been obtained and approved. The Contractor shall provide an insurance certificate showing coverage provided from a company licensed to do business in Wisconsin. The Contractor may either require each subcontractor to maintain insurance equal to the following requirements or insure them under the Contractor's policy.

- 1) Compensation Insurance: The Contractor shall maintain worker's compensation insurance as required by Wisconsin Statutes for all of the Contractor's employees engaged in Work. The City of Manitowoc requires the Contractor to carry \$100,000 for each accident, \$100,000 for each employee, and a \$500,000 policy limit.
- 2) Contractor's Commercial General Liability Insurance: The Contractor shall maintain commercial general liability and property damage insurance against any claims that may occur in carrying out the Work under this contract. Minimum coverage shall be \$1,000,000 per occurrence, \$2,000,000 for general aggregate limit for general liability and property damage, including property damage and completed operations. The Contractor shall also maintain business auto coverage insurance covering owned, non-owned, and hired automobiles. Minimum coverage shall be \$500,000 per occurrence or each accident limit for automobile and property damage.
- 3) Contractor shall name the City of Manitowoc as Certificate Holder.

PREVAILING WAGE RATES

The minimum wage rate to be paid on this project shall not be less than the prevailing minimum wage rate determination on file as set up by the Wisconsin Department of Workforce Development pursuant to Section 66.0903 of the State Code.

The purpose of this law is to avoid instability in the local construction industry. The Prevailing Wage Rate Law mandates that all workers employed on public works projects must receive wages that are representative of the wages normally paid to workers on similar private projects in any given area of the State.

Bidders are required to base their bids on prudent planning, good management and supervision, and the skill and efficiency of their workers, and not solely on the wages paid to their workers.

The Owner shall provide a current Wage Rate Determination Sheet for the project, as provided by the State of Wisconsin, at the time of the Pre-Bidding Conference.

For further clarification of Prevailing Wage Law, please refer all questions to the State of Wisconsin, Wage and Labor Department, Madison, Wisconsin.

POST BIDDING CONFERENCE

All designated individuals shall, when so requested, be required to attend a post bidding conference when an apparent successful roofing contractor is determined. Said conference shall be attended by the apparent successful roofing Contractor and a representative of each subcontracting firm (i.e., sheet metal contractors, demolition contractors, etc.). Further, all Subcontractors shall be required to acknowledge the timetable of this project and their ability to provide their services and/or materials in a timely fashion.

PRECONSTRUCTION CONFERENCE

A Preconstruction Conference shall be conducted not less than seven (7) working days prior to the anticipated project start. The agenda will include, but is not limited to, the following:

The Preconstruction Conference shall be attended by a Representative of the City of Manitowoc, the Contractor, the Contractor's designated Foreman, and the Commercial Consultants Group Representative.

A review of all project documents shall be conducted including Scope of Work, On-Site Safety, Behavior Requirements, Construction Schedule, etc.

The Commercial Consultants Group Representative and the Contractor shall make a complete walkover (where applicable) and inspection of the buildings and related grounds. Any preexisting deficiencies shall be recorded in order to indemnify the Contractor and his or her personnel.

A written report shall be submitted to the City of Manitowoc with verification of this meeting with a review of the topics addressed during said meeting.

The plans, drawings, and specifications furnished as a part of these documents shall be available on the jobsite during each workday. Said documents shall be well cared for and available through the job-site foreman upon request.

ACCESS TO SITE

The Contractor shall permit only authorized personnel into the work areas including, but not limited to, actual project construction areas. The Foreman shall accept responsibility for identifying all persons seeking access to work areas and secure all such areas from non-authorized personnel. As directed, the Foreman shall allow access to the work areas only to persons approved by the City of Manitowoc.

DISCLOSURE

These Special Provision and Conditions shall become a part of the working construction documents presented at the Pre-Bid Conference.