

\$3,925,864.65
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH
STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8504

MUNIS NO. 11866 & 12956

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 23, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CEDAR STREET ASSESSMENT DISTRICT – 2021 & SOUTH STREET, HIGH STREET, AND WEST
WINGRA DRIVE ASSESSMENT DISTRICT – 2021
CONTRACT NO. 8504**

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This Proposal, and Agreement have
been prepared by:

**CITY ENGINEERING DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**

Christy Bachmann for

Robert F. Phillips, P.E., City Engineer

RFP: AZ

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8504
DBE GOAL	8%
BID BOND	5%
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 14, 2021
BID SUBMISSION (2:00 P.M.)	JANUARY 21, 2021
BID OPEN (2:30 P.M.)	JANUARY 21, 2021
PUBLISHED IN WSJ	JANUARY 7 & 14, 2021

DBE PRE BID MEETING: Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtorresmeza@cityofmdison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

DAVIS BACON COMPLIANCE PROVISIONS

The City of Madison is applying to fund portions of this contract through the Safe Drinking Water Loan Program (SDWLP) administered by the Wisconsin Department of Natural Resources. All work in this contract is subsequently subject to the Davis-Bacon Compliance Provisions. The Contractor shall use the Davis-Bacon wage rate tables as issued by the U.S. Department of Labor. The contractor shall submit weekly payroll certification, utilizing the payroll form included in the contract documents, or equivalent.

See SECTION J: DAVIS-BACON LABOR PROVISIONS, and SECTION K: DAVIS-BACON WAGE RATES for additional information and specific Contract requirements.

AMERICAN IRON AND STEEL (AIS)

All iron and steel products provided by the Contractor shall be produced in the United States and comply with the American Iron and Steel Requirement (AIS). Contractor shall provide AIS Certification for all iron and steel products supplied in this Contract.

See SECTION D: SPECIAL PROVISIONS, SECTION 106.1: SOURCE AND SUPPLY AND QUALITY for additional information and specific Contract requirements.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of

which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
 205 Blasting
 210 Boring/Pipe Jacking
 215 Concrete Paving
 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
 221 Concrete Bases and Other Concrete Work
 222 Concrete Removal
 225 Dredging
 230 Fencing
 235 Fiber Optic Cable/Conduit Installation
 240 Grading and Earthwork
 241 Horizontal Saw Cutting of Sidewalk
 242 Infrared Seamless Patching
 245 Landscaping, Maintenance
 246 Ecological Restoration
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer

- 265 Retaining Walls, Precast Modular Units
 270 Retaining Walls, Reinforced Concrete
 275 Sanitary, Storm Sewer and Water Main Construction
 276 Sawcutting
 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
 285 Sewer Lining
 290 Sewer Pipe Bursting
 295 Soil Borings
 300 Soil Nailing
 305 Storm & Sanitary Sewer Laterals & Water Svc.
 310 Street Construction
 315 Street Lighting
 318 Tennis Court Resurfacing
 320 Traffic Signals
 325 Traffic Signing & Marking
 332 Tree pruning/removal
 333 Tree, pesticide treatment of
 335 Trucking
 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
 402 Building Automation Systems
 403 Concrete
 404 Doors and Windows
 405 Electrical - Power, Lighting & Communications
 410 Elevator - Lifts
 412 Fire Suppression
 413 Furnishings - Furniture and Window Treatments
 415 General Building Construction, Equal or Less than \$250,000
 420 General Building Construction, \$250,000 to \$1,500,000
 425 General Building Construction, Over \$1,500,000
 428 Glass and/or Glazing
 429 Hazardous Material Removal
 430 Heating, Ventilating and Air Conditioning (HVAC)
 433 Insulation - Thermal
 435 Masonry/Tuck pointing

- 437 Metals
 440 Painting and Wallcovering
 445 Plumbing
 450 Pump Repair
 455 Pump Systems
 460 Roofing and Moisture Protection
 464 Tower Crane Operator
 461 Solar Photovoltaic/Hot Water Systems
 465 Soil/Groundwater Remediation
 466 Warning Sirens
 470 Water Supply Elevated Tanks
 475 Water Supply Wells
 480 Wood, Plastics & Composites - Structural & Architectural
 499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: DISADVANTAGED BUSINESS ENTERPRISE
Instructions to Bidders
City of Madison
DBE Program Information

Disadvantaged Business Enterprise (DBE) Program Information

This project anticipates financing in whole or in part by the Wisconsin Department of Natural Resources (DNR) through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). The City of Madison and all Contractors on this project must make good faith efforts to utilize DBEs. The Wisconsin DNR provides a Contract Packet for DBE compliance which contains information for compliance with the EPA's DBE regulations and DBE program policies.

The DBE Compliance packet, and copies of required forms are available for reference at: <https://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>

Additional questions regarding the DBE Program provisions of this Contract, including the attached Environmental Improvement Fund (EIF) DBE Good Faith Certification forms and the DBE Subcontractor Utilization forms, should be directed to:

Melissa Gombar, Affirmative Action Division Manager, City Civil Rights Department, at (608) 266-6510, or by email MGombar@cityofmadison.com

– OR –

Adam Wiederhoeft, PE, Design & Construction Engineer, Madison Water Utility, at (608) 266-9121, or by email at awiederhoeft@madisonwater.org

A copy of the complete City of Madison Disadvantaged Business Enterprise Program and/or DBE Directory may be obtained by calling the City Civil Rights Department at (608) 267-8759, or online at: <https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>.

2.1 Program Overview and Requirements

The City of Madison, in awarding prime contracts, and the primary contractor, in awarding subcontractors, are required to make a good faith effort to achieve a combined minimum goal of 8% participation for DBE utilization. This procurement will be subject to regulations contained in NR162, Wisconsin Administrative Code and appropriate State Statutes. Any contract awarded under this Invitation to Bid must demonstrate positive good faith efforts to utilize disadvantaged business enterprises (DBE). The City of Madison encourages DBE, including qualifying women-owned business enterprises (WBE) and minority-owned business enterprises (MBE), to submit Bid Proposals.

Failure to comply could result in the reduction in loan eligibility and/or could result in the contract being awarded to the lowest bidder demonstrating a positive effort to utilize women, minority, and small businesses.

The Contractor shall demonstrate positive efforts to utilize disadvantaged business enterprises (DBE). The Contractor's documentation regarding positive effort to utilize DBE shall be submitted with the Bid. Refer to the following sections for submittal requirements. Utilize the forms enclosed therein to demonstrate good faith effort and DBE utilization. Completed forms must be included with the bid documents submitted at the time of Bid Opening.

Bidders may contact prospective DBE on the Wisconsin Unified Certification Program Eligibility Directory to solicit bids from these firms (available on the Wisconsin Department of Transportation's website: <https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>).

For contractors utilizing DBE the appropriate form(s) must be submitted with the Bid to document the DBE subcontractors to be used in the Work.

Contractors are strongly encouraged to submit an advertisement to an industrial trade publication or regional newspaper to meet the good faith efforts required.

2.2 Good Faith Efforts

Prime contractors and subcontractors participating in a CWFP or SDWLP funded project must also make good faith efforts whenever they subcontract for construction work, equipment, raw materials, or supplies. The Environmental Protection Agency (EPA) identifies Six Good Faith Efforts which are required to ensure that all DBEs have the opportunity to compete for procurements funded in whole or part by EPA financial assistance dollars. In order to demonstrate a good faith effort, the recipient and the prime contractor must, at a minimum, fulfill the following six (6) affirmative steps:

1. Include qualified DBEs on solicitation lists.
2. Assure that potential DBEs are solicited whenever they are potential sources.
3. Divide scope of work (total requirements), when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
4. Establish delivery schedules (for projects where the requirements of the work allow) that will encourage participation by DBEs.
5. Use the services and assistance of the following, as appropriate:
 - Small Business Administration - <https://www.sba.gov/>
 - Minority Business Development Agency - <https://www.mbda.gov/>
 - U.S. Department of Commerce - <https://www.commerce.gov/>
 - See the List of Certified DBEs for agencies in Wisconsin and bordering states providing similar support. - <https://dnr.wi.gov/Aid/documents/EIF/Guide/MBElist.html>
6. If the prime contractor awards contracts/procurements, require subcontractors to take the affirmative steps above.

2.3 Solicitation Requirements

To make a good faith effort when subcontracting, a Prime Contractor should advertise for subcontractors with an ad that includes a statement such as, "An 8% DBE participation goal is set for this project. DBEs are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted.

The advertisement(s) should appear in an industry trade publication and/or the official newspaper of public record for the municipality to effectively maximize the effectiveness of the effort.

The Prime Contractor shall supply a copy of the advertisement to the Engineer upon award of the Contract, or whenever solicitation occurs beyond the time of the bid submittal. A copy of the advertisement is not required as component of the Prime Contractor's bid submittal or award of the Contract.

Prime Contractors are required to contact DBEs on a Unified Certification Program (UCP) List to solicit bids from these firms (e.g., firms registered in the WisDOT UCP, <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). Document all the contacts, using Form 8700-294A, the DBE Contacts Worksheet and submit the form with the bid,

and subsequently, to the Engineer, whenever solicitation occurs beyond the time of the bid submittal.

In addition to Form 8700-294A documenting DBE solicitation efforts, the DBE Program Subcontractor Utilization Form (EPA Form 6100-4) must be completed for all DBEs selected and/or intended for utilization on the project, including an estimated dollar value of their subcontract. The total subcontract values of eligible DBE subcontractors will determine whether the 8% utilization goal has been met. Submit the completed and signed form(s) with the bid, and subsequently, to the Engineer, whenever additional DBE utilization occurs beyond the time of the bid submittal.

Additional solicitation steps are identified and provided for reference on Form 8700-294, DBE Good Faith Certification Form. This form is not required for submittal by the Prime Contractor.

2.4 Required Submittals by Bidder / Prime Contractor

The following forms and solicitation documentation materials must be completed and submitted with the bid in order to be considered eligible for award of the Contract.

- 1) **DNR Form 8700-294A**
The Environmental Improvement Fund (EIF) DBE Contacts Worksheet
- 2) **EPA Form 6100-4**
The DBE Program Subcontractor Utilization Form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

2.5 Additional Solicitation Information

- 1) **Example Contractor's Advertisement Soliciting DBE Proposals**
A sample ad format is provided for reference.
- 2) **DNR Form 8700-294** (*not required for submittal by the Prime Contractor*)
The DBE Good Faith Certification Form provides additional solicitation steps, included for reference purposes. This form is not required for submittal by the Prime Contractor.

2.6 Contract Administration Requirements

Upon award and through the completion of contract, the following provisions are required to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- 1) The Prime Contractor shall pay its subcontractor for satisfactory performance no later than 30 days from the Prime Contractor's receipt of payment from the City of Madison.
- 2) The City of Madison, through the Affirmative Action Division Manager and Engineer, must be notified in writing by its Prime Contractor prior to any termination of a DBE subcontractor for convenience by the Prime Contractor.
- 3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor is required to employ the six good faith efforts if soliciting a replacement subcontractor.
- 4) The Prime Contractor shall employ the six good faith efforts even if the Prime Contractor has achieved its fair share objectives for the project.

2.7 Federal Equivalency Requirements

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). This project is subsequently designated as Federal Equivalency and must comply with the following federal laws and all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations ensure access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.
- 2) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations, prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. Inclusion of the seven clauses in Section 202 of E.O. 11246 as amended by E.O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.
- 3) Executive Orders 11625, 12138, and 12432; 40 CFR part 33; Section 129 of P.L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 USC. 437d); a 1993 appropriations act ("EPA's 8% statute"); and Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 USC. 7601 note) ("EPA's 10% statute") encourage recipients to award construction, supply, and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and require recipients to utilize affirmative steps in procurement.
- 4) 40 CFR Part 33 - Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements sets forth a narrowly tailored EPA program to serve the compelling government interest of remedying past and current racial discrimination through agency-wide DBE procurement objectives.
- 5) Executive Order 12549, 3 CFR, 189; and 40 CFR Part 32, Subparts B and C, prohibit entering into contracts or subcontracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <http://epls.arnet.gov/>.
- 6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements, or other controlling agreements to require or prohibit bidders, contractors, or subcontractors to enter into or to adhere to project labor agreements.
- 7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 USC. App.) and section 3145 of title 40, United State Code.

SECTION D: SPECIAL PROVISIONS

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8504

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.13 FEDERAL PREVAILING WAGE

For this project, payment of prevailing wages is required. The wages and benefits paid on the contract shall not be less than those specified in the Federal Wage Decision included with these contract documents for the following types of work:

- Building
- Heavy
- Highway
- Residential

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

The City of Madison will be utilizing Federal Funds for this project. Because of this additional terms and conditions will apply. In addition to the requirements in Article 102 of the Standard Specifications, during the performance of this agreement, the Contractor will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and sub-contractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

See the attached Additional Federal Requirements Attachment and Federal Wage Decision. Note that the Wage Decision is subject to change and does not lock in until the bid's due date.

SECTION 106.1 SOURCE AND SUPPLY AND QUALITY

AMERICAN IRON AND STEEL REQUIREMENTS:

The Contractor acknowledges to and for the benefit of the City of Madison "Purchaser" and the State of Wisconsin (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water

State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this section (nor any other provision of this Agreement necessary to give this section force or effect) shall be amended or waived without the prior written consent of the State.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date
Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

ARTICLE 104

SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation sanitary sewer main, laterals, water main and services, storm sewer structures and pipes, excavation, base preparation, curb and gutter, asphalt pavement, sidewalk, driveway aprons, and pavement marking.

The project limits for the work to construct the extension of Cedar Street are from South Street to South Park Street. Cedar Street is approximately 775 ft. in length. The reconstruction of the medians along South Park Street at Cedar Street. The South Park Street median improvements are approximately 500 ft. in length. The reconstruction limits for South Street and High Street are from West Wingra Drive to Midland Street and the Cul-De-Sac to South Street, respectively. South Street and High Street are approximately 1,700 ft. and 450 ft. in length, respectively. The resurfacing limits for West Wingra Drive are from Fish Hatchery Road to South Street. West Wingra Drive is approximately 650 ft. in length.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.6

DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12

COOPERATION BY THE CONTRACTOR

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: utility installations, excavation, base course placement, concrete and asphalt work, restoration, erosion control, pavement marking, and other incidental items related to the staging. No additional payment will be made, by the City of Madison, for additional mobilizations.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

1402 South Park Street is owned by the City Economic Development Division (EDD). The City EDD will be selling the property to Rule Enterprises LLC for development in 2021. The real estate transaction will be completed in March of 2021. The Developer plans to redevelop the land beginning in April 2021. The Contractor shall contact the Developer (Rule Enterprises), Brandon Rule, BRule@RuleEnterprisesLLC.com for questions about the development. The Contractor shall coordinate construction activities and allow access to 1402 South Park Street for the development contractor.

1224 South Park Street is redeveloping in 2021 and has a permanent access off of the High Street cul-de-sac. The Contractor shall contact the representative for the development Aaron Gundlach, Krupp General Contractors, agundlach@kruppconstruction.com. The anticipated start date is mid-April 2021. The Contractor shall coordinate construction activities and allow access to 1224 South Park Street for the development contractor.

SSM Health (1211 Fish Hatchery Road and 1219 South Street) is currently redeveloping. SSM Health is currently constructing a new clinic at the intersection of Fish Hatchery Road/Midland Street/South Street. The contact for SSM is Kyle Prochaska, Kyle.Prochaska@ssmhealth.com. J.H. Findorff & Son Inc. is the Prime Contractor and is currently operating construction activities on-site. The contact for Findorff is Mike Luther, mluther@findorff.com. The Contractor shall contact SSM or Findorff with questions related to the clinic construction. The Contractor shall coordinate with Findorff for access and work on South Street from

STA 213+50 to Midland Street. SSM shall remove existing clinic signage along South Street. The Contractor shall provide advanced notification to SSM one week in advancing of any clinic signage that needs to be removed. The demolition of the existing clinic and reconstruction of the east and west parking lots are scheduled for 2022.

Findorff will have South Street closed from STA 213+50 to Midland Street until September 1, 2021. No work is allowed by City Contractor until after September 1, 2021 without permission from Findorff and the City Construction Engineer. Findorff anticipates the removal of the tower crane at the end of August 2021. Crane removal operations will take place along Midland Street and South Street within Findorff's site. Removal of this crane will take 2 days.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the City Construction Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Archeological Site

An uncatalogued archaeological/burial site extends into the project in the area on West Wingra Drive between Fish Hatchery Road to South Park Street, South Street between West Wingra Drive to STA 113+00, and Cedar Street between South Street and South Park Street. These sites are not to be used for borrow or waste disposal, and the site area not currently capped by asphalt/concrete is not to be used for the staging of personnel, equipment and/or supplies. The City has hired an archaeologist, John Hodgson, phaseonearchaeology@gmail.com to monitor construction activities. The Contractor shall coordinate and notify the archaeologist 2 weeks ahead of construction activities.

Access to Properties

The Contractor shall maintain access to all properties along the project area at all times except as noted in these specifications. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses along existing South Street and High Street 48 hours before any work is done that would obstruct their driveways.

Cedar Street shall remain closed to through traffic until construction entirely complete.

The Contractor shall keep one driveway access to the Shenandoah Apartments (1331 South Street) open at all times.

The Contractor shall provide advanced notification SSM and City Construction Engineer two weeks prior to permanently closing a portion of the SSM east parking lot to construct Cedar Street. The Contractor shall use the construction fence bid item for the closure.

The Contractor shall maintain access to the two existing SSM east parking lot driveways (STA 209+85 and STA 212+25) off South Street via Appleton Road to South Street until Cedar Street is completed from STA 106+75 to S. Park Street and temporary driveways are installed from Cedar Street and High Street to the existing SSM east parking lot utilizing the temporary driveways bid item. The Contractor shall be responsible for installing the temporary driveways for connection to the east parking lot from High Street and Cedar Street. See construction plans for temporary driveway locations. The Contractor shall not close the existing east parking lot driveways or the Appleton Road/South Street intersection until the all temporary driveways are fully open. No work is allowed on High Street while the temporary driveway from the cul-de-sac to the east parking lot is actively utilized by persons traveling to the clinic. The temporary driveways shall be removed once the existing east parking lot driveways from South Street and the intersection of South Street/Appleton Road are open. The existing driveway at STA 209+85 aligns with

the future driveway and shall be replaced with the City of Madison standard concrete driveway bid item. The existing driveway at STA 212+25 shall be replaced using the temporary bid item.

The Contractor shall maintain access to the two existing SSM west parking lot driveways (STA 209+75 and STA 210+40) off South Street until Appleton Road is closed. The driveway apron at STA 209+75 shall be replaced using the temporary driveway bid item. The driveway apron at STA 210+40 shall be closed permanently and does not have to be replaced.

The Contractor shall maintain access to the two existing SSM pickup/drop-off entrances (STA 212+25 and STA 213+15) off South Street until Appleton Road is closed and the east parking lot temporary driveways are in-place. The pickup/drop-off area will be moved to the east parking lot. The driveway aprons will have to be replaced using the temporary driveway bid item.

The Contractor shall provide advanced notification to SSM, City Traffic Engineering, City Construction Engineer, and Findorff two weeks prior to closing the South Street/Appleton Avenue intersection, the existing east parking lot driveways, existing west parking lot driveways, and the west pickup/drop-off entrances.

The Contractor shall provide advanced notification to SSM and City Construction Engineer two weeks prior to closing the north portion of the east parking lot to install the storm sewer between South Street and High Street. The Contractor shall use the construction fence bid item for the closure.

The Contractor shall close the temporary driveway to the east parking from High Street when the storm sewer is installed from South Street to High Street. The Contractor shall temporarily open an existing driveway to the east parking from South Street during the storm sewer installation.

The contractor shall open all existing and proposed SSM driveways on or before September 1, 2021.

Coordination with Utilities

Work in this contract may require utility relocations to install the new Cedar Street connection to South Park Street, the South Park Street median improvements, the reconstruction of South Street and High Street, and the utility installations along West Wingra Drive. It will be the responsibility of the Contractor to coordinate and work with the utilities located in the right of way to resolve conflicts during the construction process.

AT&T, Charter Communications, City of Madison, Lumen Communications (formally Level 3), LLC, Madison Gas and Electric, and Verizon have underground and/or overhead within the project limits.

MG&E will be installing street lights and underground wiring along Cedar Street and South Street. It will be the responsibility of the Contractor to coordinate and work with MG&E during the street lighting installation. The MG&E contact for the street lighting work is Michael Beeler, mbeeler@mge.com.

The Contractor shall coordinate with MG&E for the work adjacent to the high pressure gas main along West Wingra Drive and adjusting gas main crossings for proposed storm sewer.

BID ITEM 10725 – ALTERNATIVE BUSINESS ACCESS SIGN

The Contractor shall place alternative business signs for SSM to direct vehicles to the temporary driveways on Cedar Street and High Street. The signs should be placed at the intersection of Cedar St/South Park Street, South Street/Midland Street, and Fish Hatchery Road/Midland Street.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

A Traffic Control Plan has been provided in the plan set. The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The Traffic Control Plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone.

The work areas on South Park Street shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one (1) working day prior to placement of the plates.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Emergency vehicle access shall be maintained to all properties at all times.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses on South Park Street and Cedar Street 48 hours before any work is done that would obstruct their driveways.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for

temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.
http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Pedestrian Access

The sidewalks along Cedar Street and High Street shall be closed until construction entirely complete.

Sidewalk access along South Street and West Wingra Drive shall be maintained on one side of the street at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, The Contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

The Contractor shall maintain access to the SSM clinic for pedestrians from the east parking lot utilizing the temporary crosswalk bid item. The Contractor shall not use the existing driveway aprons as crosswalks.

SOUTH PARK STREET

The Contractor shall maintain full access on South Park Street for all lanes at all times except during working day lane closures. Contractor is allowed thirty-five (35) days of single (1) travel lane closures on South Park Street at the intersection with Cedar Street. Travel lane closures shall only occur on weekdays between 9:00 a.m. and 4:00 p.m. Roadway shall be open to two-way traffic, including all lanes, in each direction during non-working hours. The Contractor shall follow the Traffic Control Plan as shown on TC-1 and TC-2 of the plan set for the South Park Street lane closures.

WEST WINGRA DRIVE

The Contractor shall place portable changeable message boards at least one (1) week in advance of the full closure of West Wingra Drive, notifying the public of the start of construction. Message boards are to be placed on West Wingra Drive near the project limits.

Message boards shall read:

“WINGRA
WORK
BEGINS

Day of Week
Month/Date”

West Wingra Drive may be closed to through vehicular traffic for the duration of the West Wingra Drive phase of construction, the Contractor is allowed forty-two (42) days of closure on West Wingra Drive. Contractor shall work with local businesses to coordinate delivery and access. The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone. The Contractor shall maintain full access at all times on Appleton Road during West Wingra Drive full closure.

WEST WINGRA CREEK BIKE PATH

The Contractor shall maintain full access to the Wingra Creek Bike Path at all times except during full weekday closures. The Contractor is allowed two (2) nonconsecutive full closures of the path. Contractor is allowed fourteen (14) days to facilitate storm sewer work and five (5) days to facilitate sanitary sewer work. The Contractor shall follow the Traffic Control Plan as shown on sheets TC-3A during path closures to allow for on-street detour during sanitary work. The Contractor shall follow the Traffic Control Plan as shown on sheets TC-3B during path closures to allow for on-street detour during storm work. The Contractor shall maintain full access to Wingra Creek Bike Path on Saturdays and Sundays.

MIDLAND-SOUTH INTERSECTION

The Contractor shall maintain full access at the Midland South intersection for the duration of the project except during allowed closures. The Contractor is allowed a total of four (4) day lane closures. During lane closures, traffic shall be maintained by use of a flagging operation. Travel lane closures shall only occur on weekdays between 9:00 a.m. and 4:00 p.m. Roadway shall be open to two-way traffic, including all lanes, in each direction during non-working hours.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF STREET TO TRAFFIC

The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987 with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The following permits are required (and have been or will be applied for by the City) for this project:

- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit
- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering
- MMSD Sewer Connection Permit

The Contractor will be responsible for acquiring Madison

Metropolitan Sewerage District (MMSD) permits and paying for the permit fees for connection to MMSD MH08-100. The Contractor shall follow all MMSD permit requirements with this proposed work to their facilities. The permitting contact from MMSD for these connections is Ray Schneider (608)347-3628, rays@madsewer.org. MMSD's permit fee for the work under this contract is \$1,150 and shall be paid by the Contractor.

No work shall commence until all necessary permits are obtained. The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species shall be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR or USACOE. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **March 29, 2021**. The total time for completion of this contract is **TWO HUNDRED TWENTY (220) CALENDAR DAYS**.

The Contractor shall complete Cedar Street and South Street (West Wingra Drive to STA 213+50) including sanitary sewer, water main, storm sewer installation, excavation, base course, curb and gutter, sidewalk, driveway aprons, asphalt binder surface, and restoration by **September 1, 2021**.

The Contractor shall complete the South Park Street median improvements, and South Park Street sidewalk installation including street lighting, excavation, base course, curb and gutter, sidewalk, driveway aprons, asphalt final surface, pavement marking, and restoration by **September 1, 2021**.

The Contractor shall complete West Wingra Drive including sanitary sewer, water main, storm sewer and box culvert installation, excavation, base course, curb and gutter replacement, sidewalk replacement, asphalt binder surface, and restoration by **September 1, 2021**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Construction Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

BID ITEM 20101 – EXCAVATION CUT

Work under this item shall include all excavation and fill required for Cedar Street shown on the cross sections as well as within the grading limits shown on the plans for South Street, High Street, South Park Street median, South Park Street sidewalk. Work under this item shall also include the removal of the existing SSM 4-inch PVC (schedule 80) conduit and 2-100Pr telephone cables within the South Street

and High Street right-of-way. The approximate location is shown in the plans. The depth of the conduit is unknown. The cables are no longer in use by SSM.

The plan quantity for excavation includes all necessary topsoil stripping under Cedar Street. Reusing topsoil material from on-site shall be paid separately. Excavation Cut shall be paid as a pay plan quantity. These items shall be in accordance with Article 201 and 202 of the Standard Specifications. Materials cannot be mined onsite adjacent to the project.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of the Cedar Street earthwork quantities (unadjusted) is as follows:

Excavation Cut (Cedar Street per cross sections)

- Estimated Usable Material (on-site): 2,900 CY
 - o Onsite excavated material used as fill is incidental to this item
- Known quantities show fill needed from offsite is not needed.
- Estimated Undercut (waste material): 500 CY
- Estimated Topsoil Stripping: 900 CY
 - o The Contractor shall temporary store stripped topsoil on 1402 South Park Street.
 - The Contractor shall not excavate soils within this property, it shall be used for topsoil storage only.
 - The topsoil pile shall be protected with silt fence, the silt fence shall be paid separately. The Contractor shall be responsible for maintaining erosion control measures around the topsoil pile.
 - Once 1402 South Park Street is sold to Rule Enterprises, the topsoil pile may have to be removed 30-45 days after development construction begins.
 - The Contractor shall have the topsoil pile stored on 1402 South Park Street removed by June 18, 2021. The Contractor shall remove all erosion control devices and restore the area with topsoil, seed, and erosion mat.

Cedar Street Unclassified Excavation Cut, paid under 20101.....4,300 CY

The total amount paid under 20101 in the estimate includes Cedar Street, South Street, High Street South Park Street median, and South Park Street sidewalk.

BID ITEM 20205 – SELECT FILL

Select Fill (Cedar Street per cross sections), paid under item 20204.....700 CY

- Placed in fill areas where base course is above existing ground.
- 2-inches placed under sidewalk in select fill areas on top of fill borrow.

BID ITEM 20219 – BREAKER RUN

Breaker Run Undercut (Cedar Street per cross sections), paid under item 20219).....900 TON

It is assumed that 30% of Cedar Street will have to be undercut and that material will be wasted. The Contractor shall place breaker run and Geosynthetic Reinforcement Fabric in the undercut areas.

It is assumed that 25% of South Street and High Street will have to be undercut and that material will be wasted. The Contractor shall place breaker run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas.

The total amount paid under 20219 in the estimate includes Cedar Street, South Street, and High Street.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications, except as described in this special provision.

The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the City Construction Engineer. All topsoil material must meet the requirements of the Standard Specifications, including topsoil that is reused from on site, and it shall be free of noxious/ invasive weeds, stones, debris, and vegetable material, and free of excess peat, sand, or clay. Topsoil used in street terraces and on the property side of sidewalk shall be shredded. Known quantities of topsoil placed show topsoil will be needed from offsite.

In locations where topsoil is to be placed, the Contractor shall install a minimum of 12" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item. In areas where topsoil is to be placed adjacent to curb, sidewalk, or driveways, the topsoil shall be placed to a depth of 6" within 1 ft. of these items. All base and backfill materials within 1 ft. of these items shall be placed and compacted per the standard specifications. When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

BASIS OF PAYMENT

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for furnishing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

BID ITEM 20404 – CLEARING

BID ITEM 20409 – GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. Existing stumps from trees/brush and logs previously cut down inside the right-of-way shall be removed under this item. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches. All trees/brush shall be removed inside the slope intercept as shown on the plans.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

BID ITEM 21031 – INLET PROTECTION, TYPE C – COMPLETE

Type C inlet protection shall be allowed where it is not possible to install RIGID FRAME INLET PROTECTION. Installation shall be approved by the Construction Engineer, inspected weekly, and maintained or replaced when there is debris or damage.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 424-feet of new 12" PVC SDR-35, 236-feet of new 10" PVC SDR-35, 1000-feet of new 10" PVC SDR-26, 498-feet of new 8" PVC SDR-26, 512-feet of new 8" PVC SDR-35, and approximately 427-feet of new PVC sanitary lateral.

ASTM D3034 SDR-35 and SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEM 50301) and Sanitary Lateral (BID ITEM 50353).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

Lateral risers, where needed, shall be incidental to the Sanitary Lateral (BID ITEM 50353). Lateral risers shall not be installed at the main but rather near the property line.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

Contractor shall notify Madison Metropolitan Sewerage District (MMSD) Ray Schneider ((608)347-3628, rays@madsewer.org) 5 days prior to installing MMSD SAS to arrange for permitting and inspection of the manhole installation. Connection to MMSD structure shall conform to all MMSD specifications criteria. Contractor responsible for MMSD permit fee (\$1150).

STORM SEWER GENERAL

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being

removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

All rebar for field poured structures shall be epoxy coated. Any exposed steel shall be touched up or recoated prior to use.

All field poured SAS storm structures shall be constructed in accordance with Standard Detail Drawing 5.7.3. All precast SAS storm structures shall be constructed in accordance with Standard Detail Drawing 5.7.5.

BID ITEM 50202 TYPE II DEWATERING

DESCRIPTION

This item is intended to cover any and all dewatering required for installation of the box culvert, end sections, and sanitary sewer. Dewatering shall be in accordance with Article 502 of the Standard Specifications. Note that the Contractor shall be responsible for obtaining any permits required by DNR for this work, and for complying with such permits, including any reporting requirements.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for permitting said plan if required.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

If necessary, the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707

The Contractor shall be solely responsible for choosing a method of groundwater control, which is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utilities or structures.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

BID ITEM 50361 WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced) in the amount of 150 gpm. Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction- Latest Edition

This bid item shall also include wastewater control measures for any potential high flow occurrences in the MMSD sewer. MMSD has indicated that intermittent surcharge high flow levels should be planned and accounted for.

Contractor shall coordinate with MMSD to monitor and adjust flows through the existing MMSD sewerage structure. The structure operates at, roughly, 8 MGD flowrates. The 48" sanitary sewer main is, roughly half to slightly-above-half capacity under normal operation. Contact Jen Hurlebaus (MMSD) at (608) 222-1201 x248 or jenh@madsewer.org with questions specific to the MMSD service, sewer, and structure.

This bid item shall also include wastewater control measures required to complete the connection to SAS 4860-004 where there is an existing active private force main.

METHOD OF MEASUREMENT

Wastewater Control shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

Wastewater Control, measured as described, shall be paid full compensation for all materials, labor, and incidentals necessary to acceptably complete the work set forth in the description.

BID ITEM 50794 PRIVATE STORM RECONNECT, TYPE 2

DESCRIPTION

The property at 1347 Fish Hatchery Rd has installed three (3) concrete flumes below the existing sidewalk which drain to the South St right of way. To replace the current flumes, the Contractor shall remove the flumes, install 2'x3' storm structures with R-1878-B7G castings, or similar, with approximately 20 linear feet of 15" Type 2 storm pipe to inlets proposed with the South St reconstruction. Locations are shown on plans.

METHOD OF MEASUREMENT

PRIVATE STORM RECONNECT, TYPE 2 shall be measured by each private storm sewer service satisfactorily installed in place.

BASIS OF PAYMENT

PRIVATE STORM RECONNECT, TYPE 2, as measured above, shall be paid at contract unit price and shall be considered full compensation for all work, equipment, materials, and incidentals to complete the work as explained in the description.

BID ITEM 50797 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Join Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

METHOD OF MEASUREMENT

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

BASIS OF PAYMENT

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing street lighting bases, poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, will be billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM		Quantity
1" x 40"	Anchor Bolts for LB-3 Bases	2 sets of 4
1-1/4" x 48"	Anchor Bolts for LB-8 Bases	2 sets of 4

ARTICLE 701 GENERAL PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements Wingra Drive, South Street, and the intersection of Cedar Street and Park Street. Work will generally consist of the following:

- Install new 8-inch water main as shown on the plans.
- Reconnect existing water services as shown on the plans.
- Abandon the existing 1960's 8-inch and 6-inch cast-iron water main at the "cut-off" points shown on the plans.
- Abandon valve boxes and valve structures on all abandoned water main, and curb boxes on any abandoned services.
- Adjust new and existing (active) valve boxes, hydrants, and curb boxes to appropriate grades.

View the site prior to bidding and become familiar with existing conditions and utilities.

ARTICLE 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2020 Edition*.

ARTICLE 703.8 WATER MAIN SHUTOFFS

The SSM Health clinic (1211 Fish Hatchery Road) has two separate services on South Street that each serve half of the overall clinic, shown at approximately stations 210+35 and 213+39 on the plan set. These services shall not be put out of service simultaneously unless otherwise approved and coordinated with the Engineer. Coordinated outages to either service must take place on Saturdays unless otherwise approved and coordinated with the Engineer. For planned outages, contact and coordinate with Mark Chilson at 920-344-9872. For emergency outage notification, contact Henry Felix Rivera at 608-239-5033.

The Strand Associates building (910 Wingra Drive) has three separate active services on Wingra Drive and South Street that each serve separate areas of the building, shown at approximately stations 403+28, 404+66, and 202+76 on the plan set. These services shall not be put out of service simultaneously unless otherwise approved and coordinated with the Engineer. For planned or emergency outages, contact and coordinate with Miles Bible at 608-251-2129 ext 1170.

The Road Home building (890 Wingra Drive) has a water service on South Street shown at approximately station 201+52. For planned or emergency outages, contact and coordinate with Dana Palmer at 608-294-7998 ext 312.

The Shenandoah Apartments buildings (1331 South Street) have three water services on South Street that each serve three separate buildings, shown at approximately stations 203+17, 204+92, and 207+18 on the plan set. For planned or emergency outages, contact and coordinate with Erin Bunburry at 608-438-4344.

The United States Postal Service building (820 Wingra Drive) has a water service on Wingra Drive, shown at approximately station 409+00. For planned or emergency outages, contact and coordinate with Warren Berg at 608-250-6514.

The Pick N' Save building (1312 Park Street) has a water service near the intersection of Cedar Street and Park Street, shown at approximately station 110+36. For planned or emergency outages, contact and coordinate with the store manager at 608-257-3748 ext 7. Couple and connect the replacement service to the building prior to any other work that would require an interruption of water service.

BID ITEM 50225 UTILITY TRENCH PATCH TYPE III

This trench patch shall be installed over water main trenches on West Wingra Drive and within the intersection of Midland Drive and South Street.

BID ITEM 50227 UTILITY TRENCH PATCH TYPE IV

This trench patch shall be installed over water main trenches on South Street, excluding the Midland Drive intersection.

BID ITEM 70053 REPLACE 1-INCH COPPER SERVICE LATERAL

When replacing designated services, the new curb box and stop shall be set in the terrace between the new back of curb and new front of sidewalk.

BID ITEM 70090 ABANDON WATER VALVE BOX

This bid item shall be paid for valve boxes that are otherwise not expected to be excavated during other construction activity. Removing valve boxes during the removal or salvage of water main and valves as part of related cut-in or cut off work, or during the installation of new sewer infrastructure will be considered incidental to that work and not compensated under this bid item.

BID ITEM 90001 – MAINTAIN DRIVEWAY ACCESS

DESCRIPTION

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the City Construction Engineer. The Contractor shall maintain access at the identified locations at all times and for the duration of the project. This work may involve constructing temporary accesses using materials approved by the City Construction Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the City Construction Engineer. If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

METHOD OF MEASUREMENT

Maintain Driveway Access shall be measured by Each location acceptably completed.

BASIS OF PAYMENT

Maintain Driveway Access shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90002 – REMOVING DEBRIS

DESCRIPTION

Work under this item shall include but not limited to all work, material, equipment, and incidentals necessary to remove piles of metal, concrete, brick, asphalt, boulders, construction lumber, plastic, concrete barrier, and concrete parking stops. All items shall be removed inside the right-of-way and hauled off the project site.

METHOD OF MEASUREMENT

The bid item Removing Debris is to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

Removing Debris, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

BID ITEM 90003 – ASPHALT CURB

DESCRIPTION

All work under this item shall be completed per Part IV of the Standard Specifications and as herein provided.

Within the project limits on South St., the existing intersection of Appleton Rd will be removed with a future project. The contractor shall install asphalt curb at the locations shown in the plans. The asphalt curb shall be installed such that it maintains a flowline along South St., and is raised a minimum of 4" above the flowline or as necessary to match the existing ground or sidewalk.

Prior to placement of the asphalt curb, the Contractor shall remove any loose material, including dirt, vegetation or other debris. Curb removal will be paid under the appropriate bid item. If curb is removed, the Contractor shall prepare and compact the base, and the asphalt curb shall be installed such that the asphalt material fully replaces the removed curb and gutter.

METHOD OF MEASUREMENT

Asphalt Curb shall be measured by the Linear Foot, acceptably installed.

BASIS OF PAVEMENT

Asphalt Curb, measured as provided above, shall be paid at the contract unit price which is full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90004 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary

crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the City Construction Engineer. Gravel or base course material and rubber matting is not acceptable.

Any temporary crossings servicing the SSM clinic from the SSM east parking lot shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations. The temporary crossings shall be lined with construction fence and construction barrels on both sides of the crossing within the right-of-way. Place temporary pedestrian signing on barrels so pedestrians can identify the crosswalk location. Construction fence shall be paid separately. Construction barrels and temporary signs shall be included with this item.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the City Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90005 – TEMPORARY SIDEWALK

DESCRIPTION

All work under this item shall be completed per Part IV of the Standard Specifications and as herein provided.

Within the project limits on South St., the existing intersection of Appleton Rd will be removed with a future project. The contractor shall install temporary sidewalk at the locations shown in the plans. The temporary sidewalk shall be

HMA pavement or 3" concrete over 2" crushed aggregate base course gradation no. 2, cold patch is not acceptable. The temporary sidewalk shall maintain a 2% cross slope towards the street and match existing ground or sidewalk.

Prior to placement of the temporary sidewalk, the Contractor shall remove any loose material, including dirt, vegetation or other debris. Sidewalk removal will be paid under the appropriate bid item. If temporary sidewalk is removed, the Contractor shall prepare and compact the base, and the temporary sidewalk shall be installed such that the asphalt material fully replaces the removed sidewalk.

MATERIALS

Temporary Sidewalk shall be measured by the Square Yard, acceptably installed.

BASIS OF PAYMENT

Temporary sidewalk, measured as provided above, shall be paid at the contract unit price which is full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90006 – CONSTRUCTION FENCING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fencing from the project site as shown on the plans. This fence shall be highly visible, constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Any required maintenance or re-installation of fencing is included with this item. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. The fencing shall be used freely at the direction of the City Construction Engineer.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work.

This item includes construction fencing placed as tree protection fencing.

Construction Fencing shall be Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fencing (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

BASIS OF PAYMENT

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90007 – TEMPORARY DRIVEWAY

DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct temporary driveways which shall consist of either 3" minimum thick HMA pavement on 8" gradation no. 2 crushed aggregate base course.

Temporary driveways shall be placed at the locations indicated on the plans or as directed by the City Construction Engineer to meet the requirements of the Maintenance of Traffic Specifications. This item is intended to be used in locations where temporary access to SSM Health is required. The contractor shall remove miscellaneous structures as necessary, which may include curb and gutter, portions of driveways, etc. Removal of items shall be paid under the appropriate bid items.

The area to be placed with temporary pavement shall be excavated to the appropriate depth, which is included with this item of work. The Contractor shall then place the appropriate thickness of base course material per the standard specifications, and then place the pavement material to the required thickness as noted previously. The Contractor shall provide a curb cut or ramping the existing curb with some piping to maintain drainage, or maybe paving in a flowline as part of the temporary driveway installation.

All materials, preparation and placement shall be in accordance with Part IV of the Standard Specifications. The Contractor shall place the temporary driveways such that it is even with the adjacent paved surfaces and will be suitable for use for a driving surface.

Removal of the temporary driveway is included with this bid item.

METHOD OF MEASUREMENT

Temporary Driveway shall be measured by the square yard acceptably installed.

BASIS OF PAYMENT

Temporary Driveway shall be measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description.

BID ITEM 90008 – GEOSYNTHETIC REINFORCEMENT FABRIC

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install **Mirafi RS580i, or an approved equal.**

CONSTRUCTION METHODS

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations. A maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

METHOD OF MEASUREMENT

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

BASIS OF PAYMENT

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

BID ITEM 90009 – REMOVE BOLLARD**DESCRIPTION**

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove concrete bollards within the project limits.

The existing concrete bollards are located on South Street at STA 210+87, 24' RT. Remove the entire bollard per Article 203 of the Standard Specifications and as herein provided.

The existing bollards are bolted to the existing concrete pedestrian ramp. The item also includes removal of the metal mounting bracket and bolts.

METHOD OF MEASUREMENT

Remove Bollard shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Bollard, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing bollard, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90010 – REMOVE RAILING**DESCRIPTION**

This item includes all work, equipment, hauling and incidentals necessary to remove all of the steel railing mounted on South Street along the pedestrian walkway at STA 211+00 RT and STA 211+90 RT. All work shall be completed per Part II of the standard specifications and per the plans and details.

The railing consists of two horizontal members and vertical members, mostly spaced at approximately 6 ft. The vertical members are mounted within the existing concrete. The Contractor shall remove all elements of the railing.

METHOD OF MEASUREMENT

Remove railing shall be measured by the Linear Foot acceptably removed.

BASIS OF PAYMENT

Remove Railing, measured as stated above, shall be paid at the contract unit price which includes all equipment, work, hauling and incidentals necessary to r the work as set forth in the description and as shown on the plans and details.

BID ITEM 90011 – MODIFIED TYPE ‘A’ MOUNTABLE CONCRETE CURB AND GUTTER

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Modified Type ‘A’ Mountable Curb and Gutter along the South Park Street median, STA 504+00 – STA 504+46 LT. All work shall be performed per Part III of the City of Madison Standard Specifications, except as follows.

The Modified Type ‘A’ Mountable Concrete Curb and Gutter shall be constructed per the detail drawing on sheet D-2.

METHOD OF MEASUREMENT

Modified Type ‘A’ Mountable Concrete Curb and Gutter shall be measured by the linear foot along the face of curb installed and accepted.

BASIS OF PAYMENT

Modified Type ‘A’ Mountable Concrete Curb and Gutter, measured as provided above, shall be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90012 – 7-INCH STAMPED AND COLORED CONCRETE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the City of Madison Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the City of Madison Standard Specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City of Madison prior to final installation. Provide a minimum of 3 days' notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Stone Harbor (MC2501) or an approved equal. All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting. Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations. Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the City of Madison Standard Specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

7-Inch Stamped and Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

7-Inch Stamped and Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

7-Inch Stamped and Colored Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90013 – INSTALL AND MAINTAIN SUPPORT STRUCTURES

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 125 watt LED or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

BID ITEM 90030 STORM (CREEK) CONTROL AND IMPLEMENTATION PLAN

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. This plan shall include dry weather, wet weather and backwater flow control contingencies for Wingra Creek and groundwater in order to install the sanitary sewer and storm sewer at Wingra Creek, along W Wingra Dr, South Street, and (new) Cedar St. The Contractor shall submit to the project engineer a plan that details how storm flows will be managed and/or diverted during connection to MMSD MH08-100 and the installation of the storm sewer at Wingra Creek. The approved methodology shall be installed prior to any sanitary and/or storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the Storm (Creek) Control Implementation shall be considered incidental to this bid item. Tight sheeting if needed will be considered incidental to this bid item. The plan shall specifically include measures to divert creek and groundwater from the work area in order to connect to MMSD MH08-100 and the sanitary sewer work, as well as, the storm sewer installation between Wingra Drive and Wingra Creek.

If phasing will be required to properly control the storm flows on site during the sanitary sewer main installation, this shall be defined and detailed in the Storm (Creek) Control Plan. The Contractor shall provide appropriate storm (Creek) control measures during the entire duration of the sanitary sewer installation. Removal of all equipment and materials used for storm control shall be considered incidental to this bid item.

Dewatering as component of the Storm (Creek) Control Plan shall be paid under BID ITEM 50202 – Dewatering Type II. Clay Trench Plugs necessary to control water from migrating into the sewer trench work area shall be paid for separately under Bid Item 90039 Clay Trench Plug.

METHOD OF MEASUREMENT

STORM (CREEK) CONTROL AND IMPLEMENTATION PLAN shall be measured as a lump sum bid item.

BASIS OF PAYMENT

STORM (CREEK) CONTROL AND IMPLEMENTATION PLAN, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031 REMOVE AND REPLACE BOULDER BULKHEAD

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals to temporarily remove boulders located along WIngra Creek at existing storm apron end, stabilize the creek bank, to replace at the completion of box culvert, and restore the creek bank. If supplemental boulders are required to repair the shoreline this shall be considered incidental to this bid item. Supplemental boulders or stone shall be of similar size, materials and shape to what exists. The bulkhead repair shall only be needed in the area of the existing outfall and as necessary to repair and replace what is there after the installation of the new box culverts.

Damaged boulders shall be removed and disposed of at a location provided by the contractor at no additional cost to the contract.

METHOD OF MEASUREMENT

REMOVE AND REPLACE BOULDER BULKHEAD - shall be measured as a lump sum when replacement and restoration is complete.

BASIS OF PAYMENT

REMOVE AND REPLACE BOULDER BULKHEAD - shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90032 TWIN BOX CULVERT HEADER, SIDE WALLS, CUTOFF WALL, FOOTER AND RIPRAP

DESCRIPTION

This item shall include all work and coordination necessary to install the end section of 2'X4' TWIN (REINFORCED CONCRETE) BOX CULVERTS as shown on the utility plan, and as detailed in these Special Provisions. This includes all preparation work, construction, material, bedding, backfill, and restoration as described.

This item includes all excavation required for installation of the box culvert and all necessary removal and disposal of excess trench excavation, off site at a location to be provided by the Contractor. Further, the work under this item includes stockpiling and reuse of excavation spoils for backfill of the trench if material is suitable for backfilling.

The Contractor shall be responsible for coordinating delivery of the box culvert sections, unloading and other incidentals associated with the installation.

Construction of the last section of twin box culvert shall include:

1. The end of the twin box culverts shall be a butt joint, no tongue or groove shall be accepted.

SECTION E:

2. Joint ties shall be installed to support the joints of the last section to the twin box culvert. Joint ties shall consist of eye bolt tie rod assembly and external sealing bands. Eye bolt tie rod assembly shall be constructed and installed in accordance to Wisconsin Department of Transportation Standard Detail Drawing 8F4. Joint ties shall be included in the price of this BID ITEM.
3. Install cutoff walls 4 foot deep x 8 inch thick. It should extend 2 feet beyond the outside edge of both sides of the boxes and extend down into the footing. #4 rebar shall be placed evenly approximately 24" on center, #4 bars shall extend 4" into bottom of box culvert with adhesive anchors, 4 feet through the cutoff wall, and 8" into the 12" footing. The 8" leg alternates into footing leg. Footings shall be 2 foot wide x 12" in height x length of cutoff wall and both side walls. #4 bars shall be placed longitudinally along the length of the footing set 4" from the outside edge of the footing and 4" above the bottom.
4. Install side walls such that the sidewalls extend 2 feet out on both end of the side by side box culvert with an additional 8" above the box culvert. Side walls shall be 8" in width and poured such that there are no joints from the footing to the top of side wall. Side wall shall extend 8" above box culvert, even with header.
5. Install 8" header above the twin box culvert. Header and side walls shall be 1 foot in width. The header shall be constructed per detail drawings in plan set.

SECTION F:

6. Riprap, and HR filter fabric shall be installed per S.D.D 5.5.2. Construction and installation of riprap with HR filter fabric shall be included in the price of this BID ITEM.

METHOD OF MEASUREMENT

TWIN BOX CULVERT HEADER, SIDE WALLS, CUTOFF WALL, FOOTER AND RIPRAP span shall be measured lump sum for satisfactory installation.

BASIS OF PAYMENT

TWIN BOX CULVERT HEADER, SIDE WALLS, CUTOFF WALL, FOOTER AND RIPRAP, as measured above, shall be paid at the contract unit price and be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90033 2'X4' TWIN (REINFORCED CONCRETE) BOX CULVERTS

DESCRIPTION

This item shall include all work, materials, coordination, labor and incidentals necessary to provide and install side by side reinforced concrete box culverts 54' in length and incidental box culvert edges as shown in plans and as detailed here. Both lengths of box culvert are 2'x4'.

A box culvert structural design is required for this bid item and shall be the responsibility of the contractor to provide upon approval of any materials by the City Engineer or their designee. All material submittals must be approved and stamped by a Professional Engineer licensed in the State of Wisconsin. The box shall be manufactured, provided, and installed with the appropriate amount of reinforcing steel, as specified in the structural design. This special provision specifies the dimensions and structural design

standards required for this box culvert. The box culvert design and fabrication shall be in accordance with the Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD, ASTM C1577 – 19 and AASHTO LRFD Specifications, using the controlling cover depth along the profile of the box.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The Contractor shall be responsible for fabricating the box culverts, coordinating their delivery, unloading and other incidentals associated with the installation.

All necessary shoring and protection of existing utilities is included in the price of the box culvert installation.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AFTER SETTING THE BOX CULVERTS AND PRIOR TO FILLING THE BOX CULVERTS WITH THE SLURRY MIX.

The Contractor shall abide by the following guidelines when installing the box culverts:

- 1) The subgrade for the boxes shall have filter fabric (paid under BID ITEM 20241 - RIPRAP FILTER FABRIC, TYPE HR) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Clear stone shall be paid separately under BID ITEM – 20217 CLEAR STONE.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 and SDD 5.2.2. Once placed, the backfill material shall be compacted to a standard Proctor compaction of 90%. Provision and placement of backfill is included in the price of BID ITEM 50211 – SELECT BACKFILL FOR STORM SEWER.
- 4) Joint sealing shall be included in the price of this bid item and the joints between box culvert sections shall be required in accordance with City of Madison Standard Specifications for Public Works Construction latest edition Section 505.3(a) and shall be sealed as follows:
 - a) The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two (2) appropriately sized mastic “ropes” (commonly used products include Pro-Stik and EZ-Stik) around the entire joint of the box.
 - b) The exterior joints of the box shall be sealed with a 12” wide butyl exterior joint wrap (common products include EZ-Wrap and ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.
 - c) If multiple, parallel, box installations are called for, the spacing between exterior walls of the boxes shall include a three (3) inch horizontal separation, at minimum, and this separation space shall be maintained between the boxes along the entire run. The void between the boxes shall be filled with TYPE A Slurry Mix as specified in Section 301.9 of the Specifications.
- 5) The 3" area running longitudinally between the boxes shall be filled, coincidental to the box construction, with a slurry mix in accord with the following specifications:

2600# - 3/4" coarse aggregate
800# - sand
94# - Portland Cement
11 - gallons water (do not exceed)

THIS IS BASED ON A 1 (ONE) CUBIC YARD MIX

The batch shall be thoroughly mixed at relatively high speeds. No further backfilling shall take place for at least two (2) hours.

METHOD OF MEASUREMENT

2'X4' TWIN (REINFORCED CONCRETE) BOX CULVERTS shall be measured by the centerline lineal foot for box culvert provided and installed. Also included in measurement is any field pour or precast bends installed to follow the plan alignment.

BASIS OF PAYMENT

2'X4' TWIN (REINFORCED CONCRETE) BOX CULVERTS shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90034 3' X 6' BOX CULVERT - INSTALLATION

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 3' x 6' box culvert as shown on the plan set, and as detailed here. This includes all joint material, bedding and backfill as described.

A box culvert structural design is required for this bid item and shall be the responsibility of the contractor to provide upon approval of any materials by the City Engineer or their designee. All material submittals must be approved and stamped by a Professional Engineer licensed in the State of Wisconsin. The box shall be manufactured, provided, and installed with the appropriate amount of reinforcing steel, as specified in the structural design. This special provision specifies the dimensions and structural design standards required for this box culvert. The box culvert design and fabrication shall be in accordance with the Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD, ASTM C1577 – 19 and AASHTO LRFD Specifications, using the controlling cover depth along the profile of the box.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The Contractor shall be responsible for coordinating delivery of the box, unloading and other incidentals associated with the installation.

All necessary shoring and protection of existing utilities is included in the price of the box culvert installation.

The Contractor shall abide by the following guidelines when installing the box culvert:

- 1) The subgrade for the boxes shall have filter fabric (paid under BID ITEM 20241 - RIPRAP FILTER FABRIC, TYPE HR) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Clear stone shall be paid separately under BID ITEM – 20217 CLEAR STONE.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 and SDD 5.2.2. Once placed, the backfill material shall be compacted to a standard Proctor compaction of 90%. Provision and placement of backfill is included in the price of BID ITEM 50211 – SELECT BACKFILL FOR STORM SEWER.

4) Joint sealing shall be included in the price of this bid item and the joints between box culvert sections shall be required in accordance with City of Madison Standard Specifications for Public Works Construction latest edition Section 505.3(a) and shall be sealed as follows:

- a) The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two (2) appropriately sized mastic "ropes" (commonly used products include Pro-Stik and EZ-Stik) around the entire joint of the box.
- b) The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap and ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.
- c) If multiple, parallel, box installations are called for, the spacing between exterior walls of the boxes shall include a three (3) inch horizontal separation, at minimum, and this separation space shall be maintained between the boxes along the entire run. The void between the boxes shall be filled with TYPE A Slurry Mix as specified in Section 301.9 of the Specifications.

METHOD OF MEASUREMENT

3' x 6' BOX CULVERT – INSTALLATION, shall be measured by the centerline lineal foot for box culvert provided and installed. Also included in measurement is any field pour or precast bends installed to follow the plan alignment.

BASIS OF PAYMENT

3' x 6' BOX CULVERT – INSTALLATION, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90035 3' X 4' BOX CULVERT - INSTALLATION

DESCRIPTION

Work under this item includes construction of a new 3' x 6' field poured junction structure, providing and installing two (2) castings (1550-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Field poured SAS storm structures shall be constructed in accordance with standard detail drawing 5.7.3 with the following reinforcement modifications. The 3' x 6' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness in increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #8 epoxy coated bars 4" on center is in the long dimension with #6 epoxy coated bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 epoxy coated bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

3' x 6' STORM SAS shall be measured for payment as a single unit complete in place

BASIS OF PAYMENT

3' x 6' STORM SAS shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90036 3' x 6' STORM SAS

DESCRIPTION

Work under this item includes construction of a new 3' x 6' field poured junction structure, providing and installing two (2) castings (1550-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Field poured SAS storm structures shall be constructed in accordance with standard detail drawing 5.7.3 with the following reinforcement modifications. The 3' x 6' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness in increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #8 epoxy coated bars 4" on center is in the long dimension with #6 epoxy coated bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 epoxy coated bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

3' x 6' STORM SAS shall be measured for payment as a single unit complete in place

BASIS OF PAYMENT

3' x 6' STORM SAS shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90037 4' x 10' STORM SAS

DESCRIPTION

Work under this item includes construction of a new 4' x 10' field poured junction structure, providing and installing two (2) castings (1550-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Field poured SAS storm structures shall be constructed in accordance with standard detail drawing 5.7.3 with the following reinforcement modifications. The 4' x 10' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness in increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #8 epoxy coated bars 4" on center is in the long dimension with #6 epoxy coated bars on 6" centers in the short dimension.

- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 epoxy coated bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

4' x 10' STORM SAS shall be measured for payment as a single unit complete in place

BASIS OF PAYMENT

4' x 10' STORM SAS shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90038 INTERIOR SAS EPOXY COATING

DESCRIPTION

Work under this item shall include all equipment, materials, labor, and incidentals required to prepare the surface of the sanitary access structure and coat the newly installed sanitary access structures with the coating specified within these special provisions.

MATERIALS

Contractor shall supply coating system by one of the following manufacturers:

- 1. Raven Lining Systems.
 - a. 1024 North Lansing Avenue, Tulsa, OK 45106
 - b. www.ravenlining.com
- 2. Sauereisen.
 - a. 160 Gamma Drive, Pittsburg, PA 15238
 - b. www.sauereisen.com
- 3. Tnemec.
 - a. 6800 Corporate Drive, Kansas City, MO 64120
- 4. VersaFlex Incorporated.
- 5. Sherwin Williams Inc.
- 6. CCI Spectrum Inc.
- 7. OBIC, LLC.

The coating system shall be one of the following approved systems from the above manufacturers:

- 1. Raven Lining Systems:
 - a. Strong Seal High Performance Calcium Aluminate mortar.
 - b. Raven 405 Ultra High-build epoxy coating.
- 2. Sauereisen:
 - a. Filler Compound No. 209.
 - b. SewerGard No. 210S.

3. Tnemec Company, Inc.:
 - a. Series 218 Mortarclad resurfacer.
 - b. Series 435 Perma-Glaze.
4. VersaFlex System:
 - a. Versa Grout 200.
 - b. VF15 Primer.
 - c. FSS 50DM (Polyurea).
5. Sherwin Williams System:
 - a. Duraplate 2300.
 - b. Duraplate 5900.
6. CCI Spectrum Inc.:
 - a. Spectrashield Liner System – total 500 mils thickness
 - i. Moisture Barrier (modified polymer)
 - ii. Surfacer (polyurethane foam)
 - iii. Final Corrosion Barrier (silicone modified polyurea)
7. OBIC Liner System:
 - a. Polyurea Adhesion Coating.
 - b. Polymer Surface Layer – OBIC Guard 1306.
 - c. Final Polyurea Armor Layer – OBIC 1000.

CONSTRUCTION

Coatings shall not be applied unless surface and surrounding air temperatures are above 50 degrees F. Concrete surface temperature must be decreasing during time of application. Do not apply product in cold, foggy, damp, or rainy weather.

Application of linings in sewer access structures shall take place in the field after installation of structures is completed. Precast structures shall not be delivered to the site after being coated.

Provide dry heat and ventilation as needed to obtain the manufacturer's recommended drying conditions.

Start of work shall be construed as acceptance of surfaces and conditions by the applicator. Do not apply product to improperly prepared, wet, or damp surfaces. Do not apply product to surfaces that are subjected to direct sunlight or when air and surface temperatures are rising.

Correct deficiencies in the total film by applying additional coats and in accordance with manufacturer recommendations.

Surface preparation shall be per the manufacturer's recommendations. Contractor shall inspect the conditions of the surfaces to be coated and shall correct any unsatisfactory conditions that would affect proper performance. Perform preparation and cleaning procedures in accordance with manufacturer instructions to obtain clean, dry surface.

Application of product shall not be performed until all substrate preparation and testing is complete for the structure being coated. Spray apply the first coat only to areas that can be final coated within the manufacturer's recoat window. If the recoat window is exceeded, the surface shall be prepared according to the manufacturer's recommendations and recoated.

Contractor shall take the following steps for individual coating systems:

1. Raven System:
 - a. Fill bug holes and irregularities with Strong Seal.
 - b. Raven does not recommend using a primer.
 - c. Thoroughly wash the surfaces prior to application of the first coat and thoroughly wash the first coat surfaces prior to application of the second coat.
 - d. Spray apply two coats of 405 at minimum 100 mils total to concrete fillet, walls and ceilings.
 - e. Raven typically has a maximum 24-hour recoat window at 75 degrees F.

2. Sauereisen System:
 - a. Fill bug holes and irregularities with 209.
 - b. Sauereisen does not recommend a primer with 210S.
 - c. Spray apply one or two coats of 210S at a minimum 100 mils total to concrete fillet, walls and ceilings.
 - d. Comply with all manufacturer's temperature requirements for material and substrate.
3. Tnemec System:
 - a. Fill bug holes and irregularities with 218.
 - b. Spray apply one or two coats of 435 at a minimum 100 mils to concrete fillet, walls and ceilings.
4. VersaFlex System:
 - a. Fill bug holes and irregularities with Versa Grout 200.
 - b. Provide VF15 primer at 10 mils.
 - c. Spray apply one coat of FSS 50MD at 80 to 100 mils.
5. Sherwin Williams System:
 - a. Fill bug holes and irregularities with Duraplate 2300.
 - b. Spray apply one or two coats of Duraplate 5900 Plus at 100 mils.
6. CCI Spectrum System:
 - a. Apply moisture barrier at manufacturer recommended rate.
 - b. Apply surfacer foam at manufacturer recommended rate.
 - c. Apply final corrosion barrier at manufacturer recommended rate.
7. UBIC System:
 - a. Apply polyurea adhesion coat at manufacturer's recommended rate.
 - b. Apply polymer surface layer at manufacturer's recommended rate.
 - c. Apply final polyurea armor layer at manufacturer's recommended rate. Total system shall have a minimum 1/2-inch (500 mils) thickness.

Finish coats shall be applied at a minimum 30 square feet per gallon (50 mils) each coat. Spray apply the first coat only to areas that can be final coated within the manufacturer's recoat window. If the recoat window is exceeded, the surface shall be prepared according to the manufacturer's recommendations and recoated.

Protect adjacent surfaces including floors, equipment, or refinished materials by covering with drop cloths or other acceptable means. Maintain safe working conditions at all times - remove solvent-soaked rags and other flammables daily from the area or keep in airtight metal containers.

Immediately repair improperly prepared surfaces, misapplied materials, or inferior workmanship. Touch up or reapply product to surfaces which have been damaged.

Holiday Testing:

1. After the protective coating has set hard to touch, it shall be test with high-voltage holiday detection equipment. Surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188-99).
2. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper marked or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to repair the area. All touchup/repair procedures shall follow the protective coating manufacturer's recommendations.

Clean surfaces for final acceptance.

METHOD OF MEASUREMENT

INTERIOR SAS COATING shall be measured by the each acceptably installed and approved by the City or Engineer.

BASIS OF PAYMENT

INTERIOR SAS COATING shall be measured as described above and shall be full compensation for surface preparation, furnishing and installing per manufacturer's recommended procedures, protection during curing, and all labor, tools, equipment and incidentals necessary to complete the work.

Costs of all specified tests shall be paid by the Contractor and are incidental the INTERIOR SAS COATING Bid Item.

Costs for any retesting due to defective workmanship or materials shall be paid by the Contractor and are incidental to the INTERIOR SAS COATING Bid Item.

BID ITEM 90039 CLAY TRENCH PLUG

DESCRIPTION

Work under this item shall include all work, equipment, materials, and incidentals necessary to install a clay anti-seep collar to prevent migration of water along the 12" sanitary main between MMSD MH08-100 and SAS#0.

MATERIALS

Use select clay fill classified as CL or CH according to the Unified Soil Classification System. Allow a maximum clump size of 6 inches capable of being broken down with normal construction equipment to a size of 2 to 3 inches prior to compaction. Fifty percent or more of the soil particles by weight must pass the Number 200 sieve. Remove rocks, stones, sticks, and other foreign objects greater than 2 inches prior to placement.

CONSTRUCTION

Maintain proper moisture content to achieve specified compaction. Make water available on site for clay conditioning. Provide select clay fill in lift thicknesses as required to obtain the specified levels of compaction. Do not exceed maximum lift thicknesses of 4 to 6 inches after compaction. Compact select clay fill using penetrating foot -type compaction equipment having protrusions greater in length than the lift thickness of clay being compacted. Use compaction equipment of sufficient weight to compact clay with reasonable amount of effort in order to achieve the specified levels of compaction. Place overburden material as soon as practical after completion of select clay fill placement to avoid drying and desiccation of select clay fill. Provide each layer of fill to the degree that no further appreciable consolidation is evidence under the action of the compaction equipment. Engineer may require that the compaction of the material be to a dry density of 90 percent of the maximum dry density as determined by the Modified Proctor test, or 95 percent of the Standard Proctor maximum dry density. Attain the required compaction for each layer before placing any material for the succeeding layer.

The clay trench plug shall be constructed such that the compacted clay extends a minimum of two (2) feet in all directions around the pipe, a minimum of four (4) trench feet long, and backfilled with select fill (paid as BID ITEM 50212) per S.D.D. 7.23 CLAY TRENCH PLUG. In addition, clay trench plug shall be wrapped in geotextile fabric which shall be paid under BID ITEM 20140. Anti-seep collar shall not be installed at a joint in the sanitary main.

METHOD OF MEASUREMENT


CLAY TRENCH PLUG shall be measured by Each trench plug satisfactorily installed in place.

BASIS OF PAYMENT

CLAY TRENCH PLUG, as measured above, shall be paid at contract unit price and shall be considered full compensation for all work, equipment, materials and incidentals to complete the work as explained in the description above.



Legend

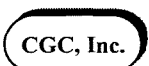
 Denotes Boring Location



Notes

1. Boring locations are approximate
2. Soil borings performed by Badger State Drilling in March 2020

Scale: Reduced

Date: 3/2020	
Job No.: C20051-3	

Soil Boring Location Map
Cedar Street Area
Madison, WI



LOG OF TEST BORING

Project Cedar Street Area
 Location South St.: 175'S of Midland, 5'W of Centerline
Madison, Wi

Boring No. BH-1
 Surface Elevation (ft) 861±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	4 in. Asphalt Pavement/8 in. Base Course					
1	█	18	M	7	1	Stiff to Medium Stiff, Brown Lean CLAY, Trace Sand (CL)	(1.25)				
2	█	18	M	6	2	Becoming Sandy and Soft Near 4.5'	(1.0-0.5)				
					5						
3	█	18	M	4	3	Loose to Very Loose, Light Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)					
4	█	18	M	8	4	Loose to Medium Dense, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
					10						
5	█	18	M	12	5						
					15	End Boring at 15 ft					
					20	Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/18/20 End 3/18/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 High St.: 420' SE of Midland, 7' SW of Centerline
 Location Madison, WI

Boring No. BH-2
 Surface Elevation (ft) 859±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	4 in. Asphalt Pavement/8 in. Base Course					
1		18	M	4	4	Medium Stiff to Stiff, Brown to Dark Brown (Mottled) Lean CLAY, Trace Sand (CL)	(0.75)				
2		18	M	8	8		(1.25)				
3		18	M/W	5	5	Loose, Brown Fine SAND, Some Clay and Silt, Trace Gravel (SC/SM)					
4		18	M	20	20	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)					
5		18	W	13	13	Medium Dense, Laminated Brown and Light Brown Fine to Medium SAND, Silty Fine to Medium SAND and Sandy SILT, Trace Clay (SM/ML)					
					15	End Boring at 15 ft					
					15	Borehole backfilled with bentonite chips and asphalt patch					
					20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 12.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/18/20 End 3/18/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 South St.: 275'N of Appleton, 10'NW of Centerline
 Location Madison, Wi

Boring No. BH-3
 Surface Elevation (ft) 857±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	3.5 in. Asphalt Pavement/8 in. Base Course					
1	18	M	26	1	FILL: Medium Dense Brown Sand with Silt and Gravel					
2	18	M	18	5	Very Stiff, Brown and Rust Brown (Mottled) Lean CLAY, Trace Sand (CL)	(2.75)				
3	18	M	9	9	Stiff, Gray Lean CLAY (CL)	(1.5)				
4	18	M	37	10	Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
5	18	W	46	15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 11.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/18/20 End 3/18/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 P-Lot: 150'E of Fish Hatchery, 50'N of Appleton CL
 Location Madison, Wi

Boring No. **BH-4**
 Surface Elevation (ft) 859±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	4 in. Asphalt Pavement/8 in. Base Course					
1		14	M	8	1	FILL: Stiff Gray-Brown Clay to 3'	(1.75)				
					5	Medium Dense Brown Silty Sand with Gravel to 5'					
2		18	M	13	6	Intermixed Loose to Medium Dense PEAT with Sand and Gravel to 8'					
					10	Medium Dense, Gray Fine to Medium SAND, Trace Silt (SP) Mixed with Dark Brown Peat (PT - Probable Fill)					
3		18	M	10	11	Medium Dense, Gray Fine SAND, Trace to Little Silt and Shell Fragments (SP/SP-SM)					
					15	End Boring at 15 ft					
4		18	M	11	20	Borehole backfilled with bentonite chips and asphalt patch					
5		18	W	20	20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 13.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/18/20 End 3/18/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 P-Lot: 250'E of South St., 65'N of Appleton CL
 Location Madison, Wi

Boring No. BH-5
 Surface Elevation (ft) 859±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	5 in. Asphalt Pavement/7 in. Base Course				
1		18	M	32	3	FILL: Dense Brown Sand and Gravel with Silt to 3'				
					6	Soft to Medium Stiff Brown Clay with Sand to 8'				
2		12	M	6	6	(0.5)				
3		18	M	28	12					
4		10	M	36	15	Dense to Very Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)				
5		8	W	53	18					
					15	End Boring at 15 ft				
					20	Borehole backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>12.5'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>3/18/20</u> End <u>3/18/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Cedar Street Area
 Vacant Lot: 300'W of Park St., 40'S of Cedar CL
 Location Madison, Wi

Boring No. BH-6
 Surface Elevation (ft) 861±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					8 in. TOPSOIL					
1		14	M	25	FILL: Medium Dense Brown Silty Sand with Gravel and Clay to 3'					
					Medium Dense Brown Silty Sand with Gravel to 5'					
2		18	M	11						
					Loose Brown Sand with Traces of Silt and Gravel to 8'					
3		18	M/W	8						
					Stiff, Brown and Gray (Mottled) Lean CLAY, Trace Sand (CL)	(1.5)				
4		18	M/W	10						
					Medium Dense, Gray Silty Fine to Medium SAND, Some Gravel, Scattered Cobbles (SM)					
5		18	M	29						
					Medium Dense, Light Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)					
6		18	W	20						
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 13.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 3/23/20 End 3/23/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
Park St.: 80'NW of Cedar, 45'E of Centerline
 Location Madison, Wi

Boring No. BH-7
 Surface Elevation (ft) 862±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (q _a) (tsf)	W	LL	PL	LI
					0	6 in. Asphalt Pavement/8 in. Base Course					
1		18	M	7	1	Stiff, Brown Lean CLAY (CL)	(1.75)				
2		18	M	2	3	Soft to Very Soft, Brown Sandy Lean CLAY (CL)	(0.25)				
3		18	M	19	5	Medium Dense to Loose, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
4		18	M	10	10						
5		18	W	9	15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 13.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/19/20 End 3/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
Cedar St.: 225'W of Hickory, 10'S of Centerline
 Location Madison, Wi

Boring No. BH-8
 Surface Elevation (ft) 872±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/8 in. Base Course				
1		18	M	7	7	Stiff, Brown Lean CLAY (CL)				
					5	Loose, Brown Clayey Fine to Medium SAND, Little to Some Gravel (SC)				
2		18	M	8	8					
					10	Medium Dense, Light Brown SILT, Occasional Sandy or Clayey Lenses (ML)				
3		18	M	12	12					
					15	Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (Drilled Thru Numerous Cobbles/Possible Boulder Between 9'-12')				
4		18	M	50	50					
					15	End Boring at 15 ft				
5		18	M	41	41	Borehole backfilled with bentonite chips and asphalt patch				
					20					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/19/20 End 3/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
Cedar St.: 130' E of Gilson, 10' S of Centerline
 Location Madison, Wi

Boring No. BH-9
 Surface Elevation (ft) 857±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					4.5 in. Asphalt Pavement/8 in. Base Course					
1		12	M	7	Stiff to Medium Stiff, Brown/Gray (Mottled) Lean CLAY (CL)	(1.25)				
2		2	M	50/3"	Cobbles/Boulder Encountered 3.75'-5'	(0.75)				
					Stiff, Light Brown Lean CLAY (CL)					
3		18	M	10		(1.5)				
					Loose to Medium Dense, Light Brown SILT, Trace to Little Sand and Clay (ML)					
4		18	W	10						
5		18	W	7						
6		18	W	10	Loose to Medium Dense, Gray Silty Fine to Medium SAND, Some Gravel (SM)					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 8.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 3/19/20 End 3/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 Location South St.: 265'S of Appleton, 10'W of Centerline
Madison, Wi

Boring No. BH-10
 Surface Elevation (ft) 857±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/8 in. Base Course				
1		18	M	10	10	FILL: Loose to Medium Dense Brown Sand with Silt and Gravel to 3'				
2		18	M	15	15	Medium Dense Brown Sand with Concrete Rubble and Topsoil to 6.5'				
3		18	M/W	6	6	Loose to Medium Dense, Brown Fine to Coarse SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
4		16	M/W	10	10	(Becoming Gray with Depth)				
5		18	W	10	15	End Boring at 15 ft				
					15	Borehole backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 8.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____ ∇
 Depth to Cave in _____

Start 3/19/20 End 3/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Cedar Street Area
 South St.: 80'N of Wingra, 10'W of Centerline
 Location Madison, Wi

Boring No. BH-11
 Surface Elevation (ft) 852±
 Job No. C20051-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE (in.)	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/8 in. Base Course				
1	18	M	7			FILL: Loose to Very Loose Black Topsoil with Sand, Gravel, Clay and Traces of Glass				
2	4	M	2		5					
3	18	W	2		5	Very Loose, Gray Silty Fine to Medium SAND, Some Gravel (SM - Possible Fill)				
4	18	W	0		10	Very Loose, Gray Sandy SILT, Trace Clay, Plant Fibers and Shell Fragments (ML)				
5	18	W	1							
6	18	W	1							
					15	End Boring at 15 ft				
						Borehole backfilled with bentonite chips and asphalt patch				
					20					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 6.0' Upon Completion of Drilling _____
 Time After Drilling _____ 30 Mins.
 Depth to Water _____
 Depth to Cave in _____ 10.5'

Start 3/19/20 End 3/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

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Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

January 19, 2021

NOTICE OF ADDENDUM

ADDENDUM NO. 1

CONTRACT NO. 8504

CEDAR STREET ASSESSMENT DISTRICT – 2021 & SOUTH STREET, HIGH STREET, AND WEST
WINGRA DRIVE ASSESSMENT DISTRICT – 2021

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

SPECIAL PROVISIONS:

ADD PARAGRAPH UNDER HEADING EXISTING ITEMS TO REMAIN IN SECTION 105.12
COOPERATION BY THE CONTRACTOR WITH THE FOLLOWING:

Wingra Creek

Where work to install the storm sewer outfall extends into Wingra Creek, the work from start to completion is allowed for a total duration of three (3) weeks-time, starting April 1st, 2021. Work may start earlier, if possible, and is preferred by WDNR. Disturbance extending waterward into Wingra Creek is limited to 15-foot maximum. The Contractor shall contact Dan Oele, WDNR, (608)275-3225, and Weston Matthews, (WDNR), (715) 460-4089, prior to starting work within Wingra Creek.

REMOVE AND REPLACE SECTION BID ITEM 90035 3' X 4' BOX CULVERT - INSTALLATION WITH THE FOLLOWING:

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 3' x 4' box culvert as shown on the plan set, and as detailed here. This includes all joint material, bedding and backfill as described.

A box culvert structural design is required for this bid item and shall be the responsibility of the contractor to provide upon approval of any materials by the City Engineer or their designee. All material submittals must be approved and stamped by a Professional Engineer licensed in the State of Wisconsin. The box shall be manufactured, provided, and installed with the appropriate amount of reinforcing steel, as specified in the structural design. This special provision specifies the dimensions and structural design standards required for this box culvert. The box culvert design and fabrication shall be in accordance with the Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD, ASTM C1577 – 19 and AASHTO LRFD Specifications, using the controlling cover depth along the profile of the box.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for

backfill of the trench.

The Contractor shall be responsible for coordinating delivery of the box, unloading and other incidentals associated with the installation.

All necessary shoring and protection of existing utilities is included in the price of the box culvert installation.

The Contractor shall abide by the following guidelines when installing the box culvert:

- 1) The subgrade for the boxes shall have filter fabric (paid under BID ITEM 20241 - RIPRAP FILTER FABRIC, TYPE HR) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Clear stone shall be paid separately under BID ITEM – 20217 CLEAR STONE.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 & SDD 5.2.2. Once placed, the backfill material shall be compacted to a standard Proctor compaction of 90%. Provision and placement of backfill is included in the price of BID ITEM 50211 – SELECT BACKFILL FOR STORM SEWER.
- 4) Joint sealing shall be included in the price of this bid item and the joints between box culvert sections shall be required in accordance with City of Madison Standard Specifications for Public Works Construction latest edition Section 505.3(a) and shall be sealed as follows:
 - a) The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two (2) appropriately sized mastic “ropes” (commonly used products include Pro-Stik & EZ-Stik) around the entire joint of the box.
 - b) The exterior joints of the box shall be sealed with a 12” wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.
 - c) If multiple, parallel, box installations are called for, the spacing between exterior walls of the boxes shall include a three (3) inch horizontal separation, at minimum, and this separation space shall be maintained between the boxes along the entire run. The void between the boxes shall be filled with TYPE A Slurry Mix as specified in Section 301.9 of the Specifications.

METHOD OF MEASUREMENT

3’ x 4’ BOX CULVERT – INSTALLATION, shall be measured by the centerline lineal foot for box culvert provided and installed. Also included in measurement is any field pour or precast bends installed to follow the plan alignment.

BASIS OF PAYMENT

3’ x 4’ BOX CULVERT – INSTALLATION, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

PROPOSAL

Items have been revised, removed, and added to the proposal. See Bid Express.

Action	Bid Item	Description
REVISED	20217	CLEAR STONE
REVISED	20241	RIPRAP FILTER FABRIC, TYPE HR
ADDED	40321	UNDERCUT

PLANS:

P-5, P-6, & P-7: Updated plans with additional tree removals.

U-1 – U-8: Revised plans to updated undercut information.

Sincerely,

Robert F. Phillips

Robert F. Phillips, P.E.
City Engineer

RFP:AJZ

SECTION E: BIDDERS ACKNOWLEDGEMENT

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8504

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand and Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of ; an individual trading as of the City of State of ; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

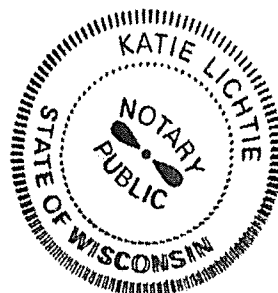
Dustin Balthasar SIGNATURE

PM TITLE, IF ANY

Sworn and subscribed to before me this 21 day of January, 2021.

Notary Public or other officer authorized to administer oaths My Commission Expires 01-00-23

Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8504 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

NOTE: This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

Project Information	
Name of Municipality City of Madison - Cedar Street #8504	EIF Project Number
Name of Prime Contractor Speedway Sand and Gravel	Information Prepared By (Name and Phone or E-Mail Address) Dustin Bittner

Contacts			
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Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	see attached form (40 MBE/WBE/DBE's contacted via email and phone)		
b. Contact's Phone Number or E-Mail	see attached form (40 WBE/WBE/DBE's contacted via email and phone)		
c. Firm Type	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE
d. On DOT UCP list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Date Contacted	DBE, WBE & DBE's contacted by email Jan 11th & Jan 18th; by phone Jan 19th, 20th & 21st		
f. Result of contact	one bid received from DBE vendor for bid items		
g. Bid received?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. If bid received and rejected, why rejected?	one bid received		
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Environmental Improvement Fund (EIF)
DBE Contacts Worksheet**

Form 8700-294A (R 03/17)

Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted	see attached form (40 MBE/WBE/DBE's contacted via email and phone)		
b. Contact's Phone Number or E-Mail	see attached form (40 MBE/WBE/DBE's contacted via email and phone)		
c. Firm Type	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE
d. On DOT UCP list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Date Contacted	DBE, WBE & DBE's contacted by email Jan 11th & Jan 18th; by phone Jan 19th, 20th & 21st		
f. Result of contact	no additional bids received from DBE/WBE/MBE vendors		
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. If bid received and rejected, why rejected?	n/a; no bids received		
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other DBE
d. On DOT UCP list?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Environmental Improvement Fund (EIF)
DBE Contacts Worksheet**

Form 8700-294A (R 03/17)

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted	see attached form (40 MBE/WBE/DBE's contacted via email and phone)		
b. Contact's Phone Number or E-Mail	see attached form (40 MBE/WBE/DBE's contacted via email and phone)		
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input checked="" type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	DBE, WBE & DBE's contacted by email Jan 11th & Jan 18th; by phone Jan 19th, 20th & 21st		
f. Result of contact	no bids received from DBE vendors for bid items		
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?	n/a; no bids received		
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Project Contacts										
Bid Date:	Project Name: City of Madison - Cedar Street				SBE Updated:	6/19/2020 - DBE/SBE/WBE reviewed to all be included on this main project contact list				
Project Number:		#8504								
Type	Company	Designation	Phone	Email	Contact Name	Address	Attempt 1	Attempt 2	Attempt 3	NOTES
Blacktop	Eaton Asphalt Service, Inc	DBE	414-358-3180	eatonasphalts.com	Karen Eaton	8500 W. Kaul Avenue Milwaukee WI 53225	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	DBE list merge 6/15/2020
Blacktop	RODRIGUEZ CONSTRUCTION CO	DBE	(262) 544-6110	rodriguezconstruction.com	Gail Skoug	2208 Badger Court Waukesha WI 53188	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	6/19 spoke w/owner; they get most to all of their work from Payne and Dolan; they will not be quoting anything
Clearing & Gr	Johnson Operating Services, LLC	DBE	(608)526-6297	johnsonoperatingservices@gmail.com	Kristine Johnson	722 Western Ave. Holmen WI 54636	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	DBE list merge 6/15/2020
Electrical	ACADEMY SERVICE GROUP DBA ASG ELECTRIC	SBE, WBE	(608) 228-4985	tammy@asgelectricwi.com	Tammy Fox	2829 Perry St, Suite 205	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message; Tammy called back and said they were too busy	SBE list merge 11.13.20
Electrical	CBUTTS ELECTRIC INC	SBE, MBE, WBE	414-8702442	cbuttselectric@gmail.com	Carlton Butts	4642 W. Budeigh Street Milwaukee, WI 53210	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	
Electrical	CMJ Electric, LLC	DBE	414-388-0742	info@cmjelectric.net	Jose Reyes	933 W. Somers Street Milwaukee WI 53205	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21-spoke to Maria; will no be bidding	DBE list merge 6/15/2020
Electrical	Habermehl Electric, Inc.	DBE	414-431-1100	sybil@habermehlelectric.com	Sylvia Habermehl	9542 South 58th Street Franklin WI 53132	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions		1/19/21 - did not call based on note	DBE list merge 6/15/2020; per Erin they WOULD NOT do Madison area as this is too far away
Electrical	LASTER & HOLLIMAN PLUMBING, LLC	SBE, WBE	414-342-7760	lasterandholiman@yahoo.com	Alvin Laster	2465 W VUJET ST	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - per Sharon, they are PLUMBING COMPANY**	SBE list merge 11.13.20
Electrical Cont	Electrical Solutions by RP, LLC	DBE	414-234-8619	Rsp2001@yahoo.com	Reginald Pickens	1725 N Palmer St Unit E Milwaukee WI 53212	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - spoke to Reggie Pickens (owner); they typically do a 50' radius from Milwaukee; Madison too far	DBE list merge 6/15/2020
Electrical Cont	WHIRE Electrical Services, LLC	DBE	(414) 403-1127	whire@whire.com	Jim Gaillard	1927 N. 4th Street, Suite 222 Milwaukee WI 53212	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/21/21 - left message	DBE list merge 6/15/2020
Landscaping	Aesthetics Landscape	DBE	920-261-1911				1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - phone number disconnected	phone number disconnected
Landscaping	All Season Lawn Care & Landscaping	DBE	(414) 462-1902	allseasoncare@sbcglobal.net	Patrick Conlev	6040 n 91 th Milwaukee WI 53225	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - spoke with Patrick; they need about a 4 week notice	DBE list merge 6/15/2020
Landscaping	AMC Landscaping	DBE	(414) 418-9941	amunoz67@msn.com	Arturo Munoz	2117 S. 30th Street Milwaukee WI 53215	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	DBE list merge 6/15/2020
Landscaping	Arbor Green	WBE	608-742-0055	christy@arborgreenwi.com	owenwade@arborgreenwi.com		1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - spoke with Kim; they will not be bidding on this project	
Landscaping	AVANT GARDENING & LANDSCAPING INC	SBE, WBE	608-838-2054	avant@avantgardening.com	Tim	3055 Sieggkow Rd. McFarland WI	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - will not be bidding on this project	10/1/20 - Owner Liza has been stuck in South Africa due to COVID; Tim and Becky have been swamped with local folks; not looking to quote out right now.

		Project Contacts								
Bid Date:	Project Name:	City of Madison - Cedar Street				SBE Updated:	6/19/2020 - DBE/SBE/WBE reviewed to all be included on this main project contact list			
	Project Number:	#8504								
Landscaping	Brown's Budget Tree Service, LLC	DBE	(608)365-0109	brownbudget@877cva.com	Vincent Brown	1127 Ridgeway Street Beloit WI 53511	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	DBE list merge 6/15/2020
Landscaping	Cloud Cover Lawn and Snow Removal	DBE	(608) 217-6830	cloudcover@30cloud.com	Marcus Cloud	2 O'Brien Court Madison WI 53714	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - will not be bidding on this project	DBE list merge 6/15/2020 - typically short handed
Landscaping	Construction Services of Milwaukee,	DBE	(414) 704-3421	pk.walter@csbeisglobal.net	Pamela Walter	1712 Lakeview Avenue South Milwaukee WI 53172	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - left message	DBE list merge 6/15/2020
Landscaping	Cruz Landscape Co.	DBE	414-545-1192	cruzlandscapes@sbeglobal.net	Jim Cruz	8801 W Howard Ave Milwaukee WI 53228	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - spoke with Jim, they will not be quoting	DBE list merge 6/15/2020
Landscaping	D Best Masonry	DBE	414-477-4205	dbestmasonry@aol.com	Desmon Melton	820 S Moorland Rd Brookfield WI 53005	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - spoke with Desmon, they will not be quoting	DBE list merge 6/15/2020
Landscaping	DOUBLE D LANDSCAPE, LLC	SBE, DBE	(920) 863-2052	frnet@doubleddlandscape.com	Lynette Bastian	PO Box 80 New Franken, WI 54229	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	11/13/20 - don't do work in Madison; this is Arbor Green territory (DBE, WBE)
Landscaping	Four Seasons Property Management	DBE	262-422-2114	fourseasons@fourseasons.com	Angela Nicholas	W1562011301 Pilsner Road Unit 215 Germantown WI 53022	bad phone number for them		1/19/21 - did not call based on note	DBE list merge 6/15/2020 - phone number no longer valid
Landscaping	GIBRALTAR LANDSCAPE	DBE	414-771-0740	gib@gtar454@gmail.com	STEVE MARIA	1659 N. 120th Street Milwaukee WI 53226	bad phone number for them		1/19/21 - did not call based on note	DBE list merge 6/15/2020 - phone number no longer valid
Landscaping	Gorman Trucking, LLC.	DBE		erg226@sbeglobal.net	Todd Gorman		1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	Did not do a third attempt	
Landscaping	GROUND EFFECTS OF WI, INC.	DBE	(920) 410-1045	charlie@landscaping.wisconsin.com	Charlene Boelter	2170 Hwy 44 PO Box 3937 Oshkosh WI 54904	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	bidding on any city of Madison jobs
Landscaping	JR'S CONSTRUCTION & LANDSCAPING	SBE, DBE, MBE	920-348-5100	hjr5100@hotmail.com	Henry cell 335-5110	N9002 Highway H.Cambria, WI #8377 N COUNTY ROAD-	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - Henry is reviewing it now and should have something for us.	Received Quote 1/20/21.
Landscaping	La Courtois Development Co	DBE	(715) 634-3349	laecourtois@gmail.com	Lew LaSieur	419E Howard WI 53447			1/19/21 - did not call based on note	DBE list merge 6/15/2020 - Howard - too far
Landscaping	Rez Threads Inc	DBE		rezthreads1@gmail.com	Glen Baker	4439 STATE ROAD 70 Webster WI 54893	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	DBE list merge 6/15/2020, phone number of 715-220-3911 is NOT a good phone number for business
Landscaping	RMS of Wisconsin, Inc.	DBE	(262) 662-2639	tanney.123@aol.com	Tammy Miramontes	S76 W23780 Westwood Dr. Big Bend WI 53103	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/21/21 - left message	DBE list merge 6/15/2020
Landscaping	RODRIGUEZ LANDSCAPE CO., INC	DBE	(414) 383-3300	rodriguez_landscapco@yahoo.com	RAUL RODRIGUEZ	534 W. Madison Street Milwaukee WI 53204	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/21/21 - left message	DBE list merge 6/15/2020
Landscaping	Sirrah Construction & Co. LLC	DBE	414-442-7477	James@sirrahconstruction.net	James Harris	2430 N 53rd St Milwaukee WI 53216	They don't do landscaping	They don't do landscaping	1/19/21 - did not call based on note	DBE list merge 6/15/2020 - They DON'T DO LANDSCAPING
Landscaping	Three Sisters Landscaping	DBE	262-478-7205	Threesisters@switched.com	Margie Hardwich	6300 W. Locust Street Milwaukee WI 53210	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/21/21 - left message	DBE list merge 6/15/2020

Project Contacts										
Bid Date:	Project Name:	City of Madison - Cedar Street			SBE Updated:	6/19/2020 - DBE/SBE/WBE reviewed to all be included on this main project contact list				
	Project Number:	#8504								
Landscaping	Wisconsin Landscaping & Garden Cen	DBE	6082534313	wislandscems@madisonwi.com	Yvonne Stanek	41 East Adams Street Wisconsin Dells WI 53965	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	DBE list merge 6/15/2020; NO LONGER DO ANYTHING IN DANE COUNTY
Landscaping	Young's Lawn Care, LLC	DBE	414-793-3602	Youngslawncare@gmail.com	Antoine Young	3019 W. Carmen Avenue Milwaukee WI 53209	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/21/21 - left message	DBE list merge 6/15/2020
Pavement Mark	Arrow Pavement Maintenance, Inc.	DBE	(920)562-3502	arrowpavementmaint@yahoo.com	Alexandra Powless	W805 Daniel Ct. De Pere WI 54115	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - left message	DBE list merge 6/15/2020
Pavement Mark	CROWLEY CONSTRUCTION CORP	SBE, DBE	414-257-2141	crowleyconstruction.com	Airport Paint Only	1353 N 68th Street, Milwaukee WI 53213	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - they do concrete cutting (not pavement marking)	
Pavement Mark	Proline East LLC	DBE	(608) 586-5396	desynlake@gmail.com	Pamela Young	3249 CTH G Oxford WI 53952	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - left message	DBE list merge 6/15/2020
Pavement Mark	THUNDER ROAD LLC	SBE, DBE	414-881-3323	michelle.zappathunderroad.com	Do Not Call, Do Not Return Calls	436 W Wisconsin Avenue, Pewaukee, WI 53072	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/19/21 - did not call based on note	Do Not Call, Do Not Return Calls
Traffic Control	Arbor Green, Inc.	DBE	608-742-0055	christy.wade@arborgreenwi.com	Christy Wade	430 East Albert Street Portage WI 53901-1414	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - talked to Kim; no one in office this week; will not be bidding.	DBE list merge 6/15/2020
Traffic Control	Community Traffic Control, LLC	DBE	(414) 353-9101	kim@communitytrafficcontrol.com	Kim	4701 W. Mill Road Milwaukee WI 53218	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - spoke with office manager; they received emails; not sure if they will bid	DBE list merge 6/15/2020
Traffic Control	Community Traffic Control, LLC	DBE	(414) 353-9101	kdugame13@hotmail.com	Stephen Kamuru	4701 W. Mill Road Milwaukee WI 53218	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - spoke with office manager; they received emails; not sure if they will bid	DBE list merge 6/15/2020
Traffic Control	Midwest Signal & Light, Inc	DBE	(414) 303-5326	midwestsignal13@gmail.com	Sandra Martin	3565 E. American Ave Oak Creek WI 53154	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/18/2021 - email reminder of project and segregated list of subcontract bid items	1/20/21 - left message	DBE list merge 6/15/2020
Trucking	BULLET TRANSIT COMPANY INC	DBE, SBE	(608)836-3838	bullet83@yahoo.com	LINDA BRUMM	22 MANOR HILL CIRCLE Madison WI 53717	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/20/21 - email reminder attaching bid items and Davis Bacon provisions	Did not do a third attempt	DBE list merge 6/15/2020; don't want to send plans/specs to them; if there are federal wages though... want to send that to them
Trucking	FISCHBACH, INC	DBE	608-847-6104	FISCHBACH@CHETMEAR.COM	JAMIE FISCHBACH	34842 HWY 58 NORTH Mauston WI 53948	did not reach out to	did not reach out to	1/19/21 - did not call based on note	DBE list merge 6/15/2020
Trucking	HAIRSTON TRUCKING	DBE	(608) 222-7871	ghairston@yahoo.com	Gene Hairston	5021 TWIN OAKS DRIVE Madison WI 53713	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/20/21 - email reminder attaching bid items and Davis Bacon provisions	Did not do a third attempt	DBE list merge 6/15/2020; don't want to send plans/specs to them; if there are federal wages though... want to send that to them; (608)222-7778 = fax machine
Trucking	KAREN PAULSON TRUCKING INC	DBE		paulsonkaren81@yahoo.com	Karen Paulson	3869 HIGHWAY B McFarland WI 53558	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/20/21 - email reminder attaching bid items and Davis Bacon provisions	Did not do a third attempt	DBE list merge 6/15/2020; don't want to send plans/specs to them; if there are federal wages though... want to send that to them; (608)838-3416 - disconnected
Trucking	LARRY CHINN ENTERPRISES, INC	DBE	414-949-6744	larrychinnenterprises@yahoo.com	LARRY CHINN	6122 W. SPENCER PLACE Milwaukee WI 53218	not a vendor for this project	1/19/21 - did not call based on note	1/19/21 - did not call based on note	DBE list merge 6/15/2020
Trucking	LEE REYNOLDS SERVICES, LLC	DBE	414-331-5522	lee@regi.net	LEE REYNOLDS	4441 West Cold Spring Road Milwaukee WI 53228	not a vendor for this project	1/19/21 - did not call based on note	1/19/21 - did not call based on note	DBE list merge 6/15/2020
Trucking	NU-CHEZZ TRUCKING	DBE	(608)274-8917	nmc17@charter.net	Undrael McCain	6104 PINECONE WAY Madison WI 53719	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/20/21 - email reminder attaching bid items and Davis Bacon provisions	Did not do a third attempt	DBE list merge 6/15/2020; don't want to send plans/specs to them; if there are federal wages though... want to send that to them; no answer when I called for last job; no voice mail

Project Contacts									
Bid #	Project Name:	City of Madison - Cedar Street			SBE Updated:	6/18/2020 - DBE/SBE/WBE reviewed to all be included on this main project contact list			
	Project Number:	#8504							
Trucking	Robin's Trucking, LLC	DBE	(262) 473-4537	robinsrucking@yahoo.com	Robin Seamears	W9699 Walworth Ave Whitewater WI 53190	1/11/21 - email sent with link to specs, plans, bid items and Davis Bacon provisions	1/20/21 - email reminder attaching bid items and Davis Bacon provisions	DBE list merge 6/15/2020, don't want to send plans/specs to them, if there are federal wages through... want to send that to them; (262) 473-4537 is a fax machine; send fax to them?
Trucking	STEVE PARN TRUCKING	DBE	716-237-2020	epd-truckin@yahoo.com	Steve Parn	22875 CTR RD New Auburn WI 54757	not a vendor for this project	1/19/21 - did not call based on note	DBE list merge 6/15/2020

Sent Message Details





This report was generated at 1/11/21 3:10 PM.

Recipients

User	Downloaded	Message Options
cbuttselectriccorp@gmail.com	No	Resend View
amunoz67@msn.com	No	Resend View
allslawncare@sbcglobal.net	No	Resend View
avant@avantgardening.com	No	Resend View
charly@landscaping-wisconsin.com	No	Resend View
ghcowboy@yahoo.com	No	Resend View
arrowpavementmaint@yahoo.com	No	Resend View
tracy@speedwaysg.com	No	Resend View
renee.koebe@wisintercon.com	No	Resend View
kducaine13@hotmail.com	No	Resend View
hcjr5100@hotmail.com	No	Resend View
rezthreads1@gmail.com	No	Resend View
rezthreads1@gmail.com	No	Resend View
tammy1729@aol.com	No	Resend View
christywade@arborgreenwi.com	No	Resend View
lynetteb@doubledlandscape.com	No	Resend View
strg226@sbcglobal.net	No	Resend View
charly@landscaping-wisconsin.com	No	Resend View
unielec@tds.net	No	Resend View
Threesisters@switched.com	No	Resend View
lbullet88@aol.com	No	Resend View
michelle@gothunderroad.com	No	Resend View

User	Downloaded	Message Options
josephrodriguez50@aol.com	No	Resend View
deeplake@maqs.net	No	Resend View
eatonasp@cs.com	No	Resend View
cloudcover83@icloud.com	No	Resend View
nrm17@charter.net	No	Resend View
ryan.benhur@gmail.com	No	Resend View
Regp2001@yahoo.com	No	Resend View
wisclandscaps@gmail.com	No	Resend View
christywade@arborgreenwi.com	No	Resend View
lrsllc@att.net	No	Resend View
bcrowley@wi.rr.com	No	Resend View
cruzlandscapeco@sbcglobal.net	No	Resend View
rodriguez_landscapeco@yahoo.com	No	Resend View
jimmywhire@gmail.com	No	Resend View
pkwalter@sbcglobal.net	No	Resend View
brownvincent87@yahoo.com	No	Resend View
paulsonkaren81@yahoo.com	No	Resend View
dbestmasonry@aol.com	No	Resend View
midwestsl15@gmail.com	No	Resend View
hardrock@genevaonline.com	No	Resend View
johnsonoperatingservices@gmail.com	No	Resend View
FISCHBACHJL@HOTMAIL.COM	No	Resend View
kim@communitytrafficcontrol.com	No	Resend View
tammy1729@aol.com	No	Resend View
Younglawn@gmail.com	No	Resend View

Contents

Item Name	Size
 Davis-Bacon Labor Provisions.pdf Shared Folders/8504 Mad-Cedar Street/Davis-Bacon Labor Provisions.pdf	412 KB
 8504 Plans.pdf Shared Folders/8504 Mad-Cedar Street/8504 Plans.pdf	19 MB
 8504 Specs.pdf Shared Folders/8504 Mad-Cedar Street/8504 Specs.pdf	4 MB
 Bid Line Items.xlsx Shared Folders/8504 Mad-Cedar Street/Bid Line Items.xlsx	26 KB

History (Last 90 days)

Item Name	Recipients	Activity Type	Date
8504 Specs.pdf	LINDA BRUMM	View	1/11/21 3:04 PM

Tracy Hellenbrand

From: mail@sf-notifications.com on behalf of Speedway Sand & Gravel <mail@sf-notifications.com>
Sent: Monday, January 11, 2021 3:02 PM
To: Tracy Hellenbrand
Subject: 8504 City of Madison- Cedar Street and Due 1/21/2021



Tracy,

Speedway Sand & Gravel has sent you files.

Expires 7/10/21

A note from Speedway :

Please see link below to download a project where we are currently seeking quotes. An 8% DBE participation goal is set for this project. DBEs are strongly encouraged to submit proposals.

Note that payment of federal prevailing wages is required in accordance with Davis Bacon Compliance Provisions. There is a weekly payroll certification will have to be electronically submitted for this project.

Please let us know if you intend to submit a quote otherwise we will follow up with a phone call or email to check that your received.

Our deadline for our bid is 1/21/21. Responses and quotes should be emailed to estimating@speedwaysg.com.

Thanks!

[Download](#)

Trouble with the above link? You can copy and paste the following URL into your web browser:

<https://speedwaysg.sharefile.com/d-252db82d60a14eta>

ShareFile is a tool for sending, receiving, and organizing your business files online. It can be used as a password-protected area for sharing information with clients and partners, and it's an easy way to send files that are too large to e-mail.

Powered By Citrix ShareFile 2021

From: mail@sf-notifications.com on behalf of [Speedway Sand & Gravel](#)
To: [Tracy Hellenbrand](#)
Subject: 8504 City of Madison-Cedar Street; due 1/21/21
Date: Monday, January 18, 2021 8:58:17 AM



Tracy,

Speedway Sand & Gravel has sent you files.

Expires 7/17/21

A note from Speedway :

Good Morning-

We sent a note on January 11 of the plans and specs associated with the City of Madison-Cedar Street project. We just wanted to follow up to include the specific bid line items identified by subcontractor category. Please consider bidding on this project as an 8% DBE participation goal is set for this project. DBEs are strongly encouraged to submit proposals.

Note that payment of federal prevailing wages is required in accordance with Davis Bacon Compliance Provisions. There is a weekly payroll certification will have to be electronically submitted for this project.

Please let us know if you intend to submit a quote otherwise we will follow up with a phone call or email to check that your received.

Our deadline for our bid is 1/21/21. Responses and quotes should be emailed to estimating@speedwaysg.com.

Thanks!



Trouble with the above link? You can copy and paste the following URL into your web browser:
<https://speedwaysg.sharefile.com/d-b0c20bbea61b4dab>

ShareFile is a tool for sending, receiving, and organizing your business files online. It can be used as a password-protected area for sharing information with clients and partners, and it's an easy way to send files that are too large to e-mail.

Powered By Citrix ShareFile 2021

From: [Tracy Hellenbrand](mailto:Tracy.Hellenbrand)
To: "[Tracy Hellenbrand](mailto:Tracy.Hellenbrand)"
Bcc: "robinstrucking@yahoo.com"; "nrm17@charter.net"; "paulsonkaren81@yahoo.com"; "ghcowboy@yahoo.com"; "bullet88@aol.com"
Subject: City Of Madison - Cedar Street Assessment #8504
Date: Wednesday, January 20, 2021 1:52:00 PM
Attachments: [Bid Line Items.xlsx](#)
[8504-Davis Bacon Wages.pdf](#)

Good Afternoon,

I am following up from an email I sent on January 11 which included a link was for a City Of Madison – Cedar Street Assessment #8504 that we plan to bid on.

Attached are the bid items involved and the Davis Bacon Wages documentation.

An 8% DBE participation goal is set for this project. DBEs are strongly encouraged to submit proposals. Note that payment of federal prevailing wages is required in accordance with Davis Bacon Compliance Provisions. There is a weekly payroll certification will have to be electronically submitted for this project.

Please let us know if you intend to submit a quote. Our deadline for our bid is 1/21/21. Responses and quotes should be emailed to estimation@speedwaysg.com.

Kind Regards,

Tracy Hellenbrand
Speedway Sand & Gravel Inc.
Direct 608-836-2987
Fax 608-836-7485
tracy@speedwaysg.com



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Speedway Sand & Grave		Project Name City of Madison - Cedar Street # 8504	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Dustin Bittner	
Address 8500 Greenway Blvd, Suite 202, Middleton, WI 53562			
Telephone No. 608-836-2982		Email Address dustin@speedwaysg.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
JR Construction and Landscaping	N9002 Hwy H, Cambria, WI 53923	\$54,420	X

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.


EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No:
Approved:
Approval Expires:

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Dustin Bittner
Title	Date
Project Manager	1/21/2021

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

Boutelle, Alane

From: Gombar, Melissa
Sent: Wednesday, January 27, 2021 9:47 AM
To: Boutelle, Alane
Cc: Fahrney, John; Wiederhoeft, Adam; Torres Meza, Juan Pablo
Subject: FW: Contract 8504 - DBE Information for Apparent Low Bidder
Attachments: 8504 DBE sheets.pdf

This is approved.

FYI - They will be increasing their DBE participation through a subcontract with DBE Gorman Trucking as well.

Melissa

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Thursday, January 21, 2021 2:53 PM
To: Gombar, Melissa <MGombar@cityofmadison.com>
Cc: Fahrney, John <JFahrney@cityofmadison.com>; Wiederhoeft, Adam <AWiederhoeft@madisonwater.org>
Subject: Contract 8504 - DBE Information for Apparent Low Bidder

Attached please find the DBE information for the apparent low bidder on contract 8504.
Their bid total was \$3,925,864.65.
Please provide your decision by noon Tuesday, January 26, 2021.

Thanks,



Alane Boutelle
Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com
(608) 267-1197

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8504
DATE: 1/21/21

Speedway Sand & Gravel, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$12,300.00	\$12,300.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	70.00	\$20.00	\$1,400.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$65.00	\$910.00
10725 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	200.00	\$2.00	\$400.00
10912 - MOBILIZATION - LUMP SUM	1.00	\$257,817.00	\$257,817.00
20101 - EXCAVATION CUT - C.Y.	9575.00	\$19.47	\$186,425.25
20130 - UNDERDRAIN - L.F.	1242.00	\$14.50	\$18,009.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	2640.00	\$1.00	\$2,640.00
20202 - FILL BORROW - C.Y.	500.00	\$20.15	\$10,075.00
20204 - SELECT FILL - TON	700.00	\$15.75	\$11,025.00
20219 - BREAKER RUN - TON	2500.00	\$13.70	\$34,250.00
20221 - TOPSOIL - S.Y.	9800.00	\$2.55	\$24,990.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	1300.00	\$2.20	\$2,860.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	100.00	\$10.00	\$1,000.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	5377.00	\$3.60	\$19,357.20
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	15915.00	\$2.50	\$39,787.50
20326 - REMOVE FENCE - L.F.	930.00	\$2.50	\$2,325.00
20404 - CLEARING - L.S.	1.00	\$9,500.00	\$9,500.00
20409 - GRUBBING - L.S.	1.00	\$9,500.00	\$9,500.00
20701 - TERRACE SEEDING - S.Y.	8000.00	\$1.25	\$10,000.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	8000.00	\$2.40	\$19,200.00
30131 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) - S.F.	1500.00	\$0.01	\$15.00
30132 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) - L.F.	1200.00	\$0.01	\$12.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	6010.00	\$16.05	\$96,460.50
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	100.00	\$23.90	\$2,390.00
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	1457.00	\$16.05	\$23,384.85
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	260.00	\$23.90	\$6,214.00
30301 - 5" CONCRETE SIDEWALK - S.F.	17080.00	\$4.67	\$79,763.60
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	10050.00	\$5.37	\$53,968.50
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	50.00	\$10.50	\$525.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	328.00	\$32.50	\$10,660.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	5100.00	\$9.75	\$49,725.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	6600.00	\$12.30	\$81,180.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	600.00	\$61.50	\$36,900.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1900.00	\$68.45	\$130,055.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	200.00	\$65.00	\$13,000.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	100.00	\$68.00	\$6,800.00
40218 - TACK COAT - GAL	700.00	\$2.00	\$1,400.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	120.00	\$20.00	\$2,400.00
40301 - FULL WIDTH GRINDING - S.Y.	4100.00	\$2.15	\$8,815.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	925.00	\$2.00	\$1,850.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	4175.00	\$1.00	\$4,175.00
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	400.00	\$2.50	\$1,000.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1100.00	\$8.00	\$8,800.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	125.00	\$9.00	\$1,125.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	325.00	\$14.00	\$4,550.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	100.00	\$14.50	\$1,450.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$300.00	\$300.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	1.00	\$300.00	\$300.00

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8504
DATE: 1/21/21

Speedway Sand & Gravel, Inc.

Item	Quantity	Price	Extension
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	1.00	\$325.00	\$325.00
90001 - MAINTAIN DRIVEWAY ACCESS - EACH	1.00	\$950.00	\$950.00
90002 - REMOVING DEBRIS - L.S.	1.00	\$1,100.00	\$1,100.00
90003 - ASPHALT CURB - L.F.	115.00	\$3.50	\$402.50
90004 - TEMPORARY CROSSWALK - EACH	2.00	\$2,500.00	\$5,000.00
90005 - TEMPORARY SIDEWALK - S.Y.	50.00	\$42.03	\$2,101.50
90006 - CONSTRUCTION FENCE - L.F.	700.00	\$4.00	\$2,800.00
90007 - TEMPORARY DRIVEWAY - S.Y.	480.00	\$31.90	\$15,312.00
90008 - GEOSYNTHETIC REINFORCEMENT FABRIC - S.Y.	1300.00	\$1.00	\$1,300.00
90009 - REMOVE BOLLARD - EACH	2.00	\$150.00	\$300.00
90010 - REMOVE RAILING - L.F.	80.00	\$3.75	\$300.00
90011 - MODIFIED TYPE 'A' MOUNTABLE CONCRETE CURB AND GUTTER - L.F.	90.00	\$27.56	\$2,480.40
90012 - 7-INCH STAMPED AND COLORED CONCRETE - S.F.	400.00	\$11.95	\$4,780.00
20217 - CLEAR STONE - TON	1843.00	\$14.15	\$26,078.45
21002 - EROSION CONTROL INSPECTION - EACH	6.00	\$500.00	\$3,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$500.00	\$1,000.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$500.00	\$1,500.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$5,000.00	\$5,000.00
21017 - SILT SOCK (8 IN) - COMPLETE - L.F.	300.00	\$8.00	\$2,400.00
21031 - INLET PROTECTION TYPE C (UNDISTRIBUTED) - EACH	4.00	\$160.00	\$640.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	42.00	\$300.00	\$12,600.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	42.00	\$65.00	\$2,730.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	42.00	\$25.00	\$1,050.00
21093 - TURBITIY BARRIER - COMPLETE - L.F.	60.00	\$22.00	\$1,320.00
50323 - 12 INCH PVC PRESSURE STORM PIPE - L.F.	6.00	\$113.79	\$682.74
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	355.00	\$81.17	\$28,815.35
50741 - TYPE H INLET - EACH	15.00	\$2,792.00	\$41,880.00
20241 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	16600.00	\$0.75	\$12,450.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	12.00	\$747.00	\$8,964.00
20313 - REMOVE INLET - EACH	8.00	\$520.00	\$4,160.00
20314 - REMOVE PIPE - L.F.	193.00	\$34.00	\$6,562.00
20336 - PIPE PLUG (STORM) (UNDISTRIBUTED) - EACH	5.00	\$350.00	\$1,750.00
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$90,000.00	\$90,000.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	2705.00	\$0.01	\$27.05
50390 - SEWER ELECTRONIC MARKERS - EACH	31.00	\$32.00	\$992.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	202.00	\$82.76	\$16,717.52
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	134.00	\$86.45	\$11,584.30
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - 2	112.00	\$123.54	\$13,836.48
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	38.00	\$139.39	\$5,296.82
50418 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	65.00	\$126.57	\$8,227.05
50420 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	223.00	\$177.49	\$39,580.27
50421 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	12.00	\$206.54	\$2,478.48
50422 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	561.00	\$240.78	\$135,077.58
50723 - 3'X3' STORM SAS - EACH	10.00	\$4,655.00	\$46,550.00
50724 - 4'X4' STORM SAS - EACH	1.00	\$6,650.00	\$6,650.00
50725 - 5'X5' STORM SAS - EACH	7.00	\$8,125.00	\$56,875.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$9,590.00	\$9,590.00
50767 - TERRACE INLET TYPE 2 - EACH	1.00	\$4,425.00	\$4,425.00
50768 - TERRACE INLET TYPE 3 - EACH	2.00	\$2,550.00	\$5,100.00
50792 - STORM SEWER TAP (UNDISTRIBUTED) - EACH	2.00	\$875.00	\$1,750.00
50793 - PRIVATE STORM RECONNECTION TYPE 1 (UNDISTRIBUTED) - EACH	1.00	\$1,500.00	\$1,500.00
50794 - PRIVATE STORM RECONNECTION TYPE 2 - EACH	3.00	\$2,150.00	\$6,450.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	13.00	\$680.00	\$8,840.00
90030 - STORM (CREEK) CONTROL AND IMPLEMENTATION PLAN - LUMP SUM	1.00	\$9,500.00	\$9,500.00
90031 - REMOVE AND REPLACE BOULDER BULKHEAD - LUMP SUM	1.00	\$1,200.00	\$1,200.00

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8504
DATE: 1/21/21

Speedway Sand & Gravel, Inc.

Item	Quantity	Price	Extension
90032 - TWIN BOX CULVERT HEADER, SIDE WALLS, CUTOFF WALL, FOOTER AND RIPRAP - EACH	1.00	\$14,170.00	\$14,170.00
90033 - 2' X 4' TWIN (REINFORCED CONCRETE) BOX CULVERTS - L.F.	108.00	\$489.29	\$52,843.32
90034 - 3' X 6' BOX CULVERT - INSTALLATION - L.F.	847.00	\$648.91	\$549,626.77
90035 - 3' X 4' BOX CULVERT - INSTALLATION - L.F.	42.00	\$640.34	\$26,894.28
90036 - 3' X 6' STORM SAS - EACH	4.00	\$6,625.00	\$26,500.00
90037 - 4' X 10' STORM SAS - EACH	1.00	\$9,655.00	\$9,655.00
20331 - ABANDON SEWER ACCESS STRUCTURE - EACH	2.00	\$665.00	\$1,330.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	15.50	\$387.00	\$5,998.50
50103 - RECONSTRUCT BENCH AND FLOWLINE - EACH	1.00	\$2,250.00	\$2,250.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	3098.00	\$0.01	\$30.98
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	1050.00	\$50.20	\$52,710.00
50301 - 8 INCH PVC SEWER PIPE - L.F.	1011.00	\$181.15	\$183,142.65
50302 - 10 INCH PVC SEWER PIPE - L.F.	1236.00	\$201.35	\$248,868.60
50303 - 12 INCH PVC SEWER PIPE - L.F.	424.00	\$235.15	\$99,703.60
50353 - SANITARY SEWER LATERAL - L.F.	427.00	\$14.43	\$6,161.61
50356 - RECONNECT - EACH	12.00	\$4,385.00	\$52,620.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$7,900.00	\$7,900.00
50701 - 4' DIA SANITARY SAS - EACH	13.00	\$5,788.00	\$75,244.00
50702 - 5' DIA SANITARY SAS - EACH	2.00	\$3,618.00	\$7,236.00
50771 - INTERNAL CHIMNEY SEAL - EACH	7.00	\$325.00	\$2,275.00
50783 - INSIDE DROP - V.F.	10.00	\$636.00	\$6,360.00
50791 - SANITARY SEWER TAP - EACH	6.00	\$1,225.00	\$7,350.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	11.00	\$661.00	\$7,271.00
90038 - INTERIOR SAS EPOXY COATING - EACH	4.00	\$2,790.00	\$11,160.00
90039 - CLAY TRENCH PLUG - EACH	2.00	\$1,325.00	\$2,650.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	460.00	\$7.50	\$3,450.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1100.00	\$5.60	\$6,160.00
60228 - FURNISH & INSTALL 2 1/2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	80.00	\$6.60	\$528.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	290.00	\$5.30	\$1,537.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1010.00	\$4.00	\$4,040.00
60236 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	205.00	\$3.85	\$789.25
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	25.00	\$55.00	\$1,375.00
60261 - ELECTRICAL TRENCH - L.F.	1300.00	\$7.00	\$9,100.00
60403 - CONSTRUCT LB-3 BASE - EACH	2.00	\$1,050.00	\$2,100.00
60407 - CONSTRUCT LB-8 BASE - EACH	2.00	\$1,150.00	\$2,300.00
60409 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$2,000.00	\$2,000.00
60421 - REMOVE STREET LIGHT BASE - EACH	3.00	\$375.00	\$1,125.00
60427 - REMOVE ELECTRICAL HANDHOLE - EACH	2.00	\$310.00	\$620.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	1.00	\$1,060.00	\$1,060.00
60704 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	2.00	\$550.00	\$1,100.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	5.00	\$1,414.00	\$7,070.00
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	1.00	\$2,200.00	\$2,200.00
90013 - INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS - L.S.	1.00	\$18,750.00	\$18,750.00
50227 - UTILITY TRENCH PATCH TYPE IV - T.F.	1840.00	\$2.62	\$4,820.80
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	280.00	\$73.85	\$20,678.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2360.00	\$113.69	\$268,308.40
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	9.00	\$2,865.00	\$25,785.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	9.00	\$3,308.00	\$29,772.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$5,279.00	\$5,279.00
70041 - RELOCATE HYDRANT - EACH	6.00	\$1,651.00	\$9,906.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	1.00	\$3,545.00	\$3,545.00
70055 - REPLACE 2-INCH COPPER SERVICE LATERAL - EACH	1.00	\$4,720.00	\$4,720.00
70058 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$2,440.00	\$2,440.00

**CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND
WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021**

CONTRACT NO. 8504
DATE: 1/21/21

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	11.00	\$2,081.00	\$22,891.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$2,480.00	\$7,440.00
70090 - ABANDON WATER VALVE BOX - EACH	7.00	\$150.00	\$1,050.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	120.00	\$14.00	\$1,680.00
70104 - ADJUST WATER VALVE BOX SECTIONS - EACH	6.00	\$200.00	\$1,200.00
70105 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$275.00	\$550.00
70111 - FURNISH & INSTALL ANODE - EACH	2.00	\$319.00	\$638.00
40321 - UNDERCUT - C.Y.	730.00	\$9.50	\$6,935.00
165 Items	Totals		\$3,925,864.65



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer

Gregory T. Fries, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.

John S. Fahmey, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

Janet Schmltdt, P.E.

James M. Wolfe, P.E.

Facilities & Sustainability

Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity and Deposit Company of Maryland

a corporation of the State of Maryland (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Speedway Sand & Gravel, Inc. _____
COMPANY NAME AFFIX SEAL

November 11, 2019 _____
DATE

By: *Janice Rigan* _____
SIGNATURE AND TITLE Corp Sec.

SURETY

Fidelity and Deposit Company of Maryland _____
COMPANY NAME AFFIX SEAL

November 11, 2019 _____
DATE

By: *Nicole Stillings* _____
SIGNATURE AND TITLE
Nicole Stillings, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 11, 2019 _____
DATE

Nicole Stillings _____
AGENT SIGNATURE

1600 Aspen Commons, Suite 990 _____
ADDRESS

Middleton, WI 53562 _____
CITY, STATE AND ZIP CODE

608-242-2551 _____
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIOMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of June, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2020 - January 31, 2022
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 24th day of February in the year Two Thousand and Twenty-One between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 23, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8504

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 65/100 (\$3,925,864.65) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered.

The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

5. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:


1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.


To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8504**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

 Feb 24, 2021
 Witness Date


 Witness Date

SPEEDWAY SAND & GRAVEL, INC.

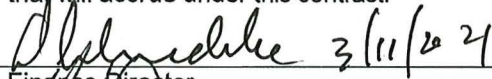
Company Name


 Feb 24, 2021
~~President~~ Project Manager Date

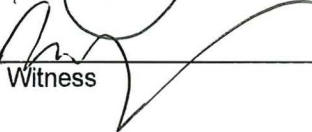
 Feb 24, 2021
 Secretary Date

CITY OF MADISON, WISCONSIN

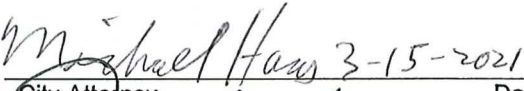
Provisions have been made to pay the liability that will accrue under this contract.

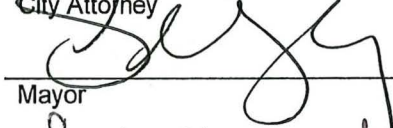
 3/11/21
 Finance Director Date

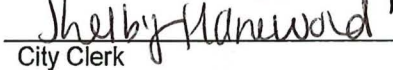
 3/16/21
 Witness Date

 2/17/21
 Witness Date

Approved as to form:

 3-15-2021
 City Attorney Date

 3/16/21
 Mayor Date

 for 3/8/21
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 65/100 (\$3,925,864.65)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

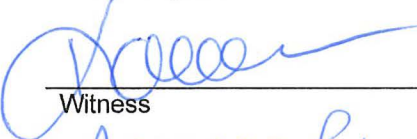
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:


**CEDAR STREET ASSESSMENT DISTRICT - 2021 & SOUTH STREET, HIGH STREET, AND WEST WINGRA DRIVE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8504**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 24th day of **February, 2021**


Countersigned:



Witness


Secretary

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)


President *pm* Seal *NA*

Approved as to form:



City Attorney

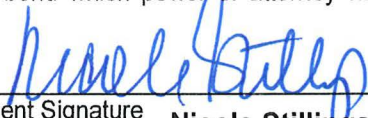
Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission
By 

Attorney-in-Fact **Nicole Stillings**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number **6966174** for the year **2021**, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 24, 2021

Date



Agent Signature **Nicole Stillings**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of February, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SECTION J: DAVIS-BACON LABOR PROVISIONS

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the City, hereinafter the "RLF Recipient", obtained under the procedures specified, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. RLF Recipients shall require that the contractor and subcontractors include the name of the RLF Recipient employee or official responsible for monitoring compliance with DB on the poster. *A COPY OF THE REQUIRED DAVIS-BACON POSTER IS INCLUDED AT THE END OF THIS SECTION.*

(ii)(A) The RLF Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into by borrowers and subrecipients provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve, upon the request of the RLF Recipient an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the RLF Recipient and the borrower or subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the RLF Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, **and the RLF Recipient and borrower or subrecipient** do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the RLF Recipient shall provide a report on the disagreement which includes submissions by all interested parties to the EPA Award Official. The Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary. The Award Official will direct that the RLF Recipient take appropriate action to implement the Administrator's determination.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the

applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The RLF Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause the borrower or subrecipient to withhold from the contractor under the affected contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or RLF Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the borrower or subrecipient and to the RLF Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RLF Recipient for transmission to

the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the RLF Recipient.

(B) Each payroll submitted to the RLF Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, **Recipient, borrower or recipient**, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), **the RLF Recipient, borrower or subrecipient and EPA**, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. **The RLF Recipient shall ensure that subrecipients and borrowers** insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The RLF Recipient shall upon written request from the Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld by the borrower or subrecipient from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the RLF Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the RLF Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



SECTIONK:DAVIS BACON WAGE RATES

"General Decision Number: WI20210010 01/01/2021

Superseded General Decision Number: WI20200010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BRWI0001-002 06/03/2019

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND

SECTIONK:DAVIS BACON WAGE RATES

VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28

* BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2019		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.51	23.37

* BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2019		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.43	25.10

BRWI0006-002 06/01/2019		

SECTIONK:DAVIS BACON WAGE RATES
 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
 ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.06	23.02

BRWI0007-002 06/03/2019		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.57	24.22

BRWI0008-002 06/01/2019		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.93	24.22

* BRWI0011-002 06/01/2020		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

* BRWI0019-002 06/01/2020		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
 PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0034-002 06/03/2019		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
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SECTIONK:DAVIS BACON WAGE RATES

BRICKLAYER.....\$ 35.56 24.23

 CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

 CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

SECTIONK:DAVIS BACON WAGE RATES

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/14/2020		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020		

REMAINING COUNTIES

SECTIONK:DAVIS BACON WAGE RATES
Rates Fringes

Teledata System Installer
 Installer/Technician.....\$ 27.75 15.14

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

 ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

 ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

 ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.86	22.67

SECTIONK:DAVIS BACON WAGE RATES

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2020

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.86	22.66

ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

SECTIONK:DAVIS BACON WAGE RATES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

ELEC0494-006 06/01/2020		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51

ELEC0494-013 06/07/2020		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

SECTIONK:DAVIS BACON WAGE RATES

 * ELEC0577-003 06/01/2020

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.23	29.50%+10.00

 ELEC0890-003 06/01/2020

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11

 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

 ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

SECTIONK:DAVIS BACON WAGE RATES

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing

SECTIONK:DAVIS BACON WAGE RATES

machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2020

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2020

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2020

SECTIONK:DAVIS BACON WAGE RATES

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
 GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
 JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
 MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
 area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
 WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	27.06

IRON0498-005 06/01/2019		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
 WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

IRON0512-008 06/03/2019		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
 PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
 COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 06/03/2019		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
 PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	29.40

LAB00113-002 06/01/2020		

MILWAUKEE AND WAUKESHA COUNTIES

SECTION K: DAVIS BACON WAGE RATES
Rates Fringes

LABORER

Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

SECTIONK:DAVIS BACON WAGE RATES

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

SECTIONK:DAVIS BACON WAGE RATES

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper);

SECTIONK:DAVIS BACON WAGE RATES

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

SECTIONK:DAVIS BACON WAGE RATES

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

 PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

 PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

 PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
 SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

 PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
 VERNON COUNTIES

SECTIONK:DAVIS BACON WAGE RATES
Rates Fringes

PAINTER.....\$ 22.03 12.45

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

 Bridge.....\$ 33.30 23.86
 Brush.....\$ 32.95 23.86
 Spray & Sandblast.....\$ 33.70 23.86

PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER
 Brush.....\$ 30.93 18.44

PREMIUM PAY:

 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....\$ 30.93 18.58

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

SECTIONK:DAVIS BACON WAGE RATES
Rates Fringes

Painters:

Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/02/2019

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 25.76	13.33
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PLAS0599-010 06/01/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

SECTIONK:DAVIS BACON WAGE RATES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 31.22	22.94

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

SECTION K: DAVIS BACON WAGE RATES

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

SECTIONK:DAVIS BACON WAGE RATES

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

SECTIONK:DAVIS BACON WAGE RATES
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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