

Contract Routing Form

ROUTING: ~~Urgent~~ Rush

printed on: 06/01/2021

Contract between: Speedway Sand & Gravel, Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: North Brooks Street, Fahrenbrook Court and College Court Resurfacing Assessment District - 2021

Contract No.: 8576  
Enactment No.: RES-21-00352  
Dollar Amount: 797,402.45

File No.: 65275  
Enactment Date: 05/24/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk		
Director of Civil Rights	6/4/21	6/4/21
Risk Manager	6/4/21	6/4/21 <i>me</i>
Finance Director	6/4/21	6-7-21
City Attorney	6/7/2021	6-7-21
Mayor	6/7/2021	6.7.21

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

06/01/2021 14:57:41 enjls - Steve Sonntag 267-1997

\$3,741,604.39  
CONTRACTOR'S OFFICE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE  
ASSESSMENT DISTRICT - 2021

CONTRACT NO. 7838

MUNIS NO. 11432

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 18, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

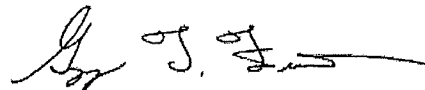
**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 7838**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION.....B-1  
SECTION C: DISADVANTAGED BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1  
SECTION J: DAVIS-BACON LABOR PROVISIONS..... J-1  
SECTION K: DAVIS-BACON WAGE RATES.....K-1

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: cmb

## 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:	E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	7838
DBE GOAL	8%
BID BOND	5%
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/22/2021
BID SUBMISSION (2:00 P.M.)	4/29/2021
BID OPEN (2:30 P.M.)	4/29/2021
PUBLISHED IN WSJ	4/15/2021 & 4/22/2021

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](mailto:jtorresmeza@cityofmdison.com).

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2021 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](http://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](http://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](http://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](http://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](mailto:MGombar@cityofmadison.com)

– OR –

Adam Wiederhoeft, PE, Design & Construction Engineer, Madison Water Utility, at (608) 266-9121, or by email at [awiederhoeft@madisonwater.org](mailto: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://wisconsindot.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://wisconsindot.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 CWWP 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://wisconsin.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 States Code.



**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R. 03/17)

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 S. Webster St., PO Box 7921  
Madison WI 53707-7921  
Phone No. (608) 266-7555 FAX (608) 267-0496  
Website: [dnr.wi.gov/Aid/EIF.html](http://dnr.wi.gov/Aid/EIF.html)

**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 \_\_\_\_\_ EIF Project Number \_\_\_\_\_

Name of Prime Contractor \_\_\_\_\_ Information Prepared By (Name and Phone or E-Mail Address) \_\_\_\_\_

Contacts	Contact 1	Contact 2	Contact 3
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

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R 03/17)

Information Needed For Review	Contact 4	Contact 5	Contact 6
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
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="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

**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			
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
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





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 DBE<sup>1</sup> subcontractors<sup>2</sup> 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		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ 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?

Continue on back if needed

<sup>1</sup> 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.

<sup>2</sup> 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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)**



**Notice:** Under ss. NR 162.09(3) and NR 166.12(4)(b), Wis. Adm. Code, a municipality is required to provide complete information, as requested on this form, to verify that it has complied with requirements regarding solicitation of minority- and women-business enterprises (MBE/WBEs) and other Disadvantaged Business Enterprises (DBEs). The Department will not complete a financial assistance agreement unless the municipality submits documentation regarding DBE solicitation or utilization. Failure to provide information requested, or make a good faith effort, may result in sanctions described in s. NR 162.09(3)(b) or s. NR 166.12(4), Wis. Adm. Code.

Personally identifiable information provided on this form will be used to review participation in a project and may also be made available to requesters as required by Wisconsin Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Check applicable program:  Safe Drinking Water Loan Program  Clean Water Fund Program

**I. Project Information**

1. Name of Municipality		2. EIF Project Number	
3. Name of Authorized Representative (Print or Type)		4. Title of Authorized Representative (Print or Type)	

**II. Good Faith Effort**

- Are any DBEs performing any type of work on this project? If yes, attach EPA Form 6100-4 for each DBE utilized.  Yes  No
- Did your municipality either:
  - Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids?  Yes  No
  - Publish an advertisement in the official newspaper of record that included language encouraging DBEs to submit bids?
- Did each primary contractor either:
  - Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids?  Yes  No
  - Publish an advertisement in an industry trade publication and/or the official newspaper of record that included language encouraging DBEs to submit proposals?
- Did your municipality, your primary engineer, and/or primary contractor divide the total scope of work into smaller tasks and packages to permit maximum utilization of DBEs?  Yes  No
- Did your municipality, your primary engineer, and/or primary contractor establish delivery schedules that enabled DBEs to compete for contracts or subcontracts?  Yes  No
- Did your municipality, your primary engineer, and/or primary contractor use the disadvantaged business service (obtain lists of certified disadvantaged businesses or request other assistance) of agencies such as the Wisconsin Department of Transportation or the Small Business Administration?  Yes  No
- Were solicited DBEs provided a reasonable amount of time to respond to requests for bids?  Yes  No
- If you answered "No" to any of the questions in numbers II.1-7 above, provide justification or an explanation of why you could not answer "Yes" to that question. Attach an additional sheet of paper if extra space is required.

**Municipal Certification**

I certify that, to the best of my knowledge, the information provided on this form is true, accurate and complete.

Signature of Authorized Representative	Date Signed
--	-------------

**DO NOT WRITE BELOW THIS LINE - DNR USE ONLY**

- Is form filled out completely?  Yes  No
- Did authorized representative sign the form?  Yes  No
- Are submitted justifications and explanations acceptable?  Yes  No  NA

Project Manager Signature	Date Review Completed
---------------------------	-----------------------



## SECTION D: SPECIAL PROVISIONS

### E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 7838

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.

#### ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, May 20, 2021**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 19, 2021**.

## ARTICLE 104

### SCOPE OF WORK

This project generally consists of replacement of sanitary sewer main and laterals, water main, storm sewer pipes and structures, asphalt pavement and driveway aprons along with installation of new concrete sidewalk and curb and gutter.

The work on the Monona Golf Course is intended to provide an outlet for floodwater in the low spots behind 301 E Dean and 211 E Dean. In order to minimize tree loss, and golf course disturbance, tracking areas and access points have been established, these are not open to discussion, the Contractor shall consider this when providing a bid. The Contractor shall directionally drill a 12" pipe through a hill on the golf course as shown on the plan set, open cut in this area is not an option.

**The Contractor shall view the sites 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 105.12

### COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, buildings, utilities, street lights, traffic signals, and any other items that are to remain. A number of properties have significant landscaping, trees or other improvements immediately adjacent to the project area. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The City of Madison Parks Division is in charge of keeping the golf course open and safe throughout the construction project. The Contractor shall coordinate with the Parks Division 4 days minimum prior to entering the golf course, and shall coordinate with the Parks Division a minimum of 7 days prior to completing work within the golf course so that Park Operations staff can mobilize to complete the restoration (seed and mat). The Contractor shall coordinate with the Golf Operations Supervisor, Theran Steindl, (608) 295-4381, [TSteindl@cityofmadison.com](mailto:TSteindl@cityofmadison.com).

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

MG&E will need to relocate a number of poles within the project area. These poles include both electrical and telecom attachments. It is anticipated that the pole relocations will take place in coordination with this project, and the Contractor shall provide space and access for MG&E to complete their work, along with sufficient notification of any conflicts. The Contractor may need to temporarily gap sidewalk installations as necessary to facilitate the pole relocations.

MG&E will also replace the gas mains and services within the project limits. It is expected that the new gas main will be along the southerly sidewalk on Dean, along the southerly side of Seth, along the northerly sidewalk of Allis and the easterly side of Tyler. MG&E expects to begin work on the gas main installation around June 1 and this work will take approximately 10 weeks to complete. The Contractor shall coordinate with MG&E gas crews and shall help provide direction on areas of the project to prioritize.

The Contractor shall coordinate with the City's archaeological consultant to have archaeological monitoring in place prior to any ground disturbance activities within the boundaries of archaeological sites. The approximate locations of these sites are on Dean Ave. between Seth Cir. and Allis Ave. and on Allis Ave. between Dean Ave. and Turner Ave. If soils located underneath the paved surfaces are found to be undisturbed, archaeological monitoring should be continued during planned construction activities within these areas. The contractor shall contact the City's archeological consultant, John Hodgson (608-

334-1828 or phaseonearchaeology@gmail.com) a minimum of 2 weeks prior to the project start date to coordinate schedule and any monitoring activities.

There is a proposed site plan to build on the property located at 4736 Spaanem Ave. (owned by the Water Utility). The driveway apron location shown on the plans is the anticipated location based on that site plan. Coordinate with the Engineer and the Water Utility prior to installation of the curb and gutter to ensure that the apron is located appropriately.

The Golf Course intends to remain fully operational until the end of the season in the fall of 2021. The Contractor shall maintain access to the golf course as indicated in the maintenance of traffic section and shall coordinate storm sewer work as described in the sewer general section.

## **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 Contractor 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.

### **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.

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to Alexandra Heinritz, aheinritz@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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. 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. 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 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. 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.

Dean Ave, Tyler Circle, Lance Ln, Seth Circle and Allis Ave may be closed to through traffic for the duration of construction. Monona Dr may have an off-peak lane closure for up to 10 calendar days. The lane closure on Monona Dr. will only be allowed from 9AM to 3:30PM, and contractor will be responsible for installing all necessary pedestrian and bike lane closure signage. These items shall be included on the submitted traffic control plan.

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on the street 48 hours before any work is done that would obstruct their driveways. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Contractor shall maintain access to commercial driveways at all times, which includes driveways to 4624 Monona St. (StopNGo), 111 E. Dean (Monona Golf Course), and 4602 Monona Dr. (alley serving commercial property between 4602 Monona & 112 E. Dean).

Maintain access to residential driveways as indicated on the plans or as directed by the Engineer. Maintaining residential driveway access will be paid under the appropriate bid item.

The work areas 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, (1) working day prior to placement of the plates.

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 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](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

#### NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (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 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.

#### 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 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 Alexandra Heinritz, Traffic Engineering Division, [ahleinritz@cityofmadison.com](mailto:ahleinritz@cityofmadison.com)

#### **SECTION 108.2 PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit 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 by **JUNE 14, 2021**. Work may only proceed after the contract is fully signed and the start work letter is received. All work under this contract, except as noted below, shall be completed by **NOVEMBER 6, 2021**.

The existing pavement and turf on Allis Ave. and on Dean Ave. between Seth Cir. and Allis Ave. shall remain in place as long as possible. Once Allis Ave. is disturbed, all work on Allis Ave., including work on Shaffer Ave. and Spaanem Ave., shall be completed within **80 Calendar Days**.

No work, including any tree removals, may take place on the golf course property prior to **September 7, 2021**. All work on the golf course shall be completed by **December 31, 2021**.

If conditions do not meet the required installation specifications for the Green High Friction Pavement Marking, the Contractor may install this item once conditions are appropriate in the spring of 2022.

### **BID ITEM 20101 – EXCAVATION CUT**

This item includes removal of miscellaneous landscaping including shrubs and small planter walls. Several properties have large boulders in the terrace areas. The Contractor shall remove boulders as necessary and shall coordinate with the adjacent property owner to determine if they would like to keep the boulder(s) or have them removed. If they would like to keep the boulder the Contractor shall place the boulder at an agreeable location, outside the work area. Boulder removal and coordination is included with this item.

### **BID ITEM 20221 — TOPSOIL**

#### **DESCRIPTION**

This bid item also includes all work, equipment, materials, and incidentals necessary to provide and place topsoil within the construction limits of the golf course, as shown on the plan set.

The Contractor shall provide sufficient topsoil to place 6 inches of material within the grading limits on the plan set. The Contractor may salvage existing topsoil, so long as it meets the material specification as set forth in Article 202.2 (f). Storage on the golf course is limited to the disturbance limits shown on the plan regardless of how the topsoil is provided.

All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with two (2) layers of silt fence.

If insufficient quantities of topsoil are available from onsite salvaged material or if the onsite material is unacceptable, the Contractor shall import topsoil from a suitable location.

Imported and/or salvaged topsoil shall meet the material specification as set forth in Article 202.2 (f).

Plan Quantity for golf course topsoil: 2,400 S.Y.

#### **METHOD OF MEASUREMENT**

Topsoil on the golf course within the disturbance limits, defined by the construction fencing, shall be measured per Square Yard of material based on Plan Quantity without measurement thereof. The Plan Quantity is based on the measured the area of the construction limits within the golf course.

Topsoil in all other locations shall be measured in accordance with the standard specifications.

#### **BASIS OF PAYMENT**

Topsoil shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, equipment, materials, and incidentals necessary to provide, salvage, stockpile, import, place sufficient quantities of acceptable topsoil material at this site, and dispose of any excess onsite topsoil.

No additional compensation shall be paid for imported material; if required, it is considered included with this bid item.

#### **BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE**

Removal of concrete steps will be paid under this bid item.

#### **SECTION 210.1(d) STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

#### **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.

#### **BID ITEM 21082 — EROSION MATTING, CLASS III, TYPE B**

##### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment and incidentals necessary to install Erosion Matting, Class III, Type B (TRM) as shown on the plans per the manufacturer's specifications.

The Contractor shall install the TRM five (5) feet beyond the north end of the 2 Inlets Combined Overflow Structure, and ten (10) feet beyond the south, east and west sides of the 2 Inlets Combined Overflow Structure.

The Contractor shall install the TRM within the 6" of topsoil. Topsoil shall be covered with 2" of topsoil at a minimum, seeded with Quick Grow Mix, and Stabilized with ECRM Class I, Urban Type A. The topsoil shall meet the material specification as set forth in Article 202.2 (f).

The additional 2" of topsoil, and ECRM Class I, Urban Type A shall be incidental to this bid item. The Quick Grow Mix shall be paid under Bid Item 90051. The 6" of base topsoil shall be paid under Bid Item 20221.

**METHOD OF MEASUREMENT**

Erosion Matting, Class III, Type B shall be measured per Square Yard of matting acceptably installed.

**BASIS OF PAYMENT**

Erosion Matting, Class III, Type B shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to provide, store, and place in accordance with Article 210 of the Standard Specifications and supplier's recommendations.

**BID ITEM 30203 – TYPE 'X' CONCRETE CURB & GUTTER**

Install Type 'X' Concrete Curb & Gutter at the locations indicated on the plans. Several driveways within the project limits are relatively steep. Contractor shall ensure that the slope from the back of curb to the flowline matches the driveway apron slope, at a minimum. In locations with steeper aprons, the dimension from the back of curb to the flowline may be as much as 3.5" and/or the flowline may need to be adjusted to be only ½" below the edge of pavement.

**BID ITEM 30453 – SPLIT BLOCK RETAINING WALL**

**DESCRIPTION**

This work shall include construction of a modular block retaining wall at the locations indicated on the plans or as directed by the Engineer, and in accordance with the manufacturer's recommendations. The wall shall be constructed of StoneWall Select, County Block, Rockwood Classic Colonial, Keystone Century Wall, or an approved equal. Select product is subject to the Engineer's approval and Contractor shall submit selected product information to Engineer prior to preconstruction meeting. The color shall be gray or tan with the final color to be approved by the Engineer.

Split Block Retaining Wall shall be constructed in accordance with the manufacturer's specifications. Wall shall be constructed on a minimum base of 6 inches of compacted gradation 2 crushed aggregate. All disturbed areas shall be restored in kind (paid under appropriate bid items) and grading adjacent to the walls shall ensure proper drainage.

**METHOD OF MEASUREMENT**

Split Block Retaining Wall shall be measured by the acceptably completed square foot of exposed wall.

**BASIS OF PAYMENT**

Payment for Split Block Retaining Wall shall be full compensation for providing all needed materials, including but not limited to modular blocks, select backfill, fabrics, and drainage materials; for excavating and preparing foundation, placing and compacting select backfill, backfilling and disposing of surplus material; and for all labor, tools, equipment and incidentals required to complete the work.

**BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S**

This item shall include installation of asphalt curb at the locations indicated on the plans or as directed by the Engineer. This item shall be used to assist with transitioning from the new curb installation to the existing pavement. The top of the asphalt curb shall be transitioned down to the existing pavement over a minimum length of 6 ft.



## **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 [daolivares@cityofmadison.com](mailto:daolivares@cityofmadison.com) or (608) 261-9285.

#### **SANITARY SEWER GENERAL**

8" and 10" ASTM D3034 SDR-35 & SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301 & 50302) and Sanitary Lateral (Bid Item 50353). 8" AWWA C900 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50321) and Sanitary Lateral (Bid Item 50355).

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, 2021 Edition. 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 Sanitary Sewer Tap (Bid Item 50791). 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.

Connection of new pipes to existing structures shall utilize compression couplings where existing PVC sanitary main is installed at existing sewer access structures. Where it is not possible to connect with compression couplings, the connection shall be accommodated with a Sanitary Sewer Tap (Bid Item 50791) and Reconstruct Bench & Flowline(s) (Bid Item 50103).

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.

#### **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 specifically called for or 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.

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

The Contractor shall be aware that the golf course does not plan to close any holes to facilitate construction on the golf course. The golf course is willing to move the green for the hole adjacent to the sand trap removal, to an area behind 215 E Dean Ave, at a mutually agreeable time late in the season. The Contractor shall coordinate this accommodation, if desired with the golf course. The golf course does not have a pre-defined closing date for the season and may stay open into December, weather permitting.

The Contractor shall install the construction fencing prior to completing any work within the golf course, apart from tree removals.

The Contractor shall choose to use either 30" Type II HDPP ADS for the twin pipes from approximately STA 15+19 to STA 17+71, or 27" Type I RCP and therefore only Bid Item 50406 or Bid Item 50436 shall be used.

**BID ITEM 50353 – SANITARY SEWER LATERAL - RESURFACING**  
**BID ITEM 50355 – SANITARY SEWER LATERAL – PRESSURE PIPE**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Contractors are encouraged to have a sonde locator device on-site if they intend to start laying lateral pipe at the property line.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the proposed curb.

**BID ITEM 50356 – RECONNECT**  
**BID ITEM 50357 – RECONNECT – PRESSURE PIPE**

The first 5' of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 & 50355).

The first 5' of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

**BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition, Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

### **BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction latest edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer

### **BID ITEM 50201 – ROCK EXCAVATION**

All work under this bid item shall be completed per the Standard Specifications, including Section 704.22.

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE II**

This item shall be used in locations as necessary to restore pedestrian or vehicular traffic. It is anticipated that this item will primarily be used near Monona Dr. to safely reopen the crosswalk.

## **SECTION 701            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 on Dean Avenue, from the Allis Avenue intersection to the Monona Drive intersection; Allis Avenue, from the Dean Avenue intersection to the Turner Avenue intersection; the entirety of Tyler Circle; and the entirety of Seth Circle.

The existing water main infrastructure in this area consists of 3-inch, 4-inch, 6-inch, and 8-inch cast-iron pipe from the 1950's. A general outline of the work is as follows:

- Coordinate and install a water main bypass where the existing water main cannot be protected during new utility installations.
- Furnish and install new 8-inch and 12-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

## **SECTION 703            CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2021 Edition*.

### **BID ITEM 70005 – FURNISH AND INSTALL 12-INCH PIPE & FITTINGS**

10-inch and 16-inch pipe and fittings will be required to connect to the existing water mains on Monona Drive and Allis Avenue respectively, and shall be measured and paid as 12-inch pipe and fittings under this bid item.

**BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL**  
**BID ITEM 70055 – REPLACE 2-INCH COPPER SERVICE LATERAL**

Services designated on the plans for replacement (WN11) shall be replaced in their entirety through the right of way and coupled to the existing service pipe at their respective property lines. Remove the existing curb box/stop and place the new curb box/stop in the terrace between the back of the new curb and the front of the new sidewalk. Note that the distances between the front of sidewalk and back of curb may vary. Where possible, excavate closely in parallel with the existing service that is being replaced.

Many of the existing water service laterals within the project limits are of an unknown size and record. These services are assumed, but not guaranteed by the Water Utility to be ¾-inch copper. Replace existing laterals sized 1-inch or less with 1-inch copper. For laterals that are identified on the plans or in the field as greater than 1-inch, replace it with the equal size.

**BID ITEM 70110 – TEMPORARY WATER SUPPLY SYSTEM**

Due to the layout of existing and proposed utilities, water main bypass segments will be required.

Water mains and services requiring bypass setups are on Dean Avenue, from Monona Drive to (and including) Tyler Circle; and Dean Avenue, from Allis Avenue to Lance Lane (and including Seth Circle). Bypass setups may include a combination of feeds from existing fire hydrants and new fire hydrants after they have been installed and tested. Refer to the "Water Impact Plan" sheets for the approximate water main bypass areas as well as an overview location of existing and proposed fire hydrants.

**REVIEW ALL ADDITIONAL REQUIREMENTS REGARDING WATER MAIN BYPASS SETUPS IN THE STANDARD SPECIFICATIONS. ANY ALTERNATIVES TO A WATER MAIN BYPASS AS DESCRIBED IN THESE PROVISIONS MUST BE SHOWN TO ADEQUATELY PROTECT THE EXISTING WATER INFRASTRUCTURE AND MUST BE APPROVED BY THE ENGINEER.**

**BID ITEM 90001 – 8" CONCRETE PAVEMENT, TEXTURED & COLORED**

This work shall be in accordance with the requirements of Part 3 of the 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 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 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 be a bright red color to approximately match the existing colored concrete pavement. Provide samples to the Engineer for approval prior to color selection.

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 brick pattern to match the existing pattern in the colored concrete cross walks. The pattern shall only be installed near the exterior joints of the colored concrete area, to match existing.

### **CONSTRUCTION**

Prepare the base for the concrete sidewalk in accordance with the standard specifications. In locations where base material must be added to achieve the required elevations, placement and preparation of this material is included with this bid item.

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. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

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.

Control joints, construction joints and expansion joints shall be placed in accordance with Part III of the standard specifications

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

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**

8" Concrete Pavement, Textured & Colored shall be measured by the square yard installed and accepted.

### **BASIS OF PAYMENT**

8" Concrete Pavement, Textured & Colored, 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 90002 – TREE ROOT INVESTIGATION**

#### **DESCRIPTION**

This work shall consist of non-mechanical excavation methods to expose tree roots for further investigation at the locations indicated on the plans. The Contractor shall schedule the work with the Engineer and the City Forester at least 48 hours prior to completing the work. The Contractor shall use compressed air, or other methods as approved by the Engineer and City Forester, to excavate an area with an approximate maximum radius of 8 ft. around the identified trees, as measured from the root flare. The City Forester will determine the final limits in the field. Hydro-excavating the root area may be possible, provided that the pressure used is low enough to not cause damage to the roots. Damage to the roots will result in liquidated damages per Section 107.13 of the Standard Specifications.

During the compressed air excavation, the Contractor shall provide appropriate screening and/or a vacuum to prevent soil and debris from being thrown beyond the project limits or on to private property. If debris is not properly contained, the Contractor shall clean up and remove the debris from all affected areas. Any damages to property resulting from the debris or any necessary clean-up efforts shall be remedied by the Contractor at Contractor's expense.

All excavation work shall be completed in a manner to prevent damage to the tree roots. Any damage to the roots or trees will be addressed per Section 107.13 of the Standard Specifications.

Once the roots are exposed, The Contractor shall coordinate with the City Forester and the Construction Engineer to inspect the tree roots and to determine the appropriate limits and methods of the work to be completed around the tree in order to not significantly impact the health of the trees.

Upon completion of the inspection, the Contractor shall immediately backfill the exposed root areas, which shall be completed the same day as the excavation. In areas that will be under the proposed sidewalk or roadway, the Contractor shall be backfill will select fill. Topsoil shall be placed in the area around the tree that will not be under the roadway, which shall be paid under the topsoil bid item.

If directed by the City Forester, the Contractor shall water the area around the investigated tree. Any necessary watering is included with this bid item.

#### **METHOD OF MEASUREMENT**

Tree Root Investigation will be measured by Each tree location excavated, investigated, and backfilled.

#### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for all work, equipment, labor, and incidentals necessary to complete this item of work.

#### **BID ITEM 90003 – PRUNE TREE**

##### **DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning of the tree is necessary. All pruning work shall be performed in accordance with the City of Madison Standard Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning and while taking care to not damage the tree.

##### **METHOD OF MEASUREMENT**

Prune Tree shall be measured be each tree acceptably pruned.

## **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

### **BID ITEM 90004 – REJECT, MOUNTABLE CONCRETE CURB & GUTTER**

#### **DESCRIPTION**

Mountable curb shall be installed at the locations indicated in the plans and per the detail drawings. All work shall be completed per Part III of the Standard Specifications.

#### **METHOD OF MEASUREMENT**

Reject, Mountable Concrete Curb & Gutter shall be measured by the Linear Foot, along the back of curb.

#### **BASIS OF PAYMENT**

Reject, Mountable Concrete Curb & Gutter, measured as provided above, shall be paid at the contract unit price which price shall be 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 90005 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN**

#### **DESCRIPTION**

This work consists of furnishing and applying a high friction colored pavement marking in accordance with manufacturer's specifications and in conformity with the lines and details shown on the plans. The system shall consist of a Methyl Methacrylate resin system colored with pigment to produce the specified color and mixed with anti-skid aggregate used for pavement markings (MMA).

The manufacturer's technical representative shall be on-site to direct contractor personnel prior to or during preparation and application of the MMA or the contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

#### **MATERIALS**

**General:** Use a Methyl Methacrylate based resin system capable of retaining an incorporated aggregate and withstanding vehicular traffic conditions. Color pigmented resins shall comply with FHWA color guidelines .

GREEN colored resins shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

**Resin:** The Methyl Methacrylate based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	400	ASTM D 638
Hardness, Shore D, minimum	50	ASTM D 2240
Cure Rate, minutes, maximum	30	at 70°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

**Aggregate:** The aggregate shall be high friction crushed bauxite, phonolite, or silica. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Hardness, minimum	7	Mohs Scale

**Resin + Aggregate:**

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Skid Resistance, minimum	60	ASTM E303

## CONSTRUCTION METHODS

**General:** Apply MMA pavement surfacing system in accordance with manufactures specifications.

**Preparation:** Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer.

**Application:** For applications on new pavements, install MMA a minimum of 20 days after the placement of the underlying and adjacent pavement.

## PERFORMANCE REQUIREMENTS

**Raveling and Delamination:** Remove and replace MMA that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

**Warranty:** The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is NOT installed to specification or to the satisfaction of the Engineer. Non conforming MMA material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 1 year from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.



## **METHOD OF MEASUREMENT**

MMA will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

## **BASIS OF PAYMENT**

Payment for this work, measured as provided above, will be made under: HIGH FRICTION COLORED PAVEMENT MARKING, MMA-COLOR at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

## **BID ITEM 90006 - PAVEMENT MARKING EPOXY, SYMBOL, CHEVRON**

### **DESCRIPTION**

Chevrons shall be installed per Article 608 of the Standard Specifications and per the detail drawings at the locations indicated on the plans or as directed by the Engineer.

### **METHOD OF MEASUREMENT**

Pavement Marking Epoxy, Symbol, Chevron will be measured by Each unit acceptably installed.

### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid at the contract unit price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

## **BID ITEM 90020 — 27 INCH TYPE I RCP STORM SEWER PIPE OR 30 INCH TYPE II PAVEMENT STORM SEWER PIPE**

### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment and incidentals necessary to install twin pipes from approximately STA 15+19 to STA 17+71 in the right-of-way area between 225 E Dean Ave and 301 E Dean Ave.

The Contractor shall install either 30" Type II HDPP ADS, or 27" Type I RCP for the twin pipes from approximately STA 15+19 to STA 17+71. If the Contractor chooses to provide and install the 30" Type II pipe, all work shall be completed in accordance with standard Bid Item 50436, or if the Contractor chooses to provide and install the 27 Inch Type I pipe, all work shall be completed per standard bid item 50406, and these special provisions.

The pipes shall be backfilled with 3/8" Washed Stone (pea gravel) to a depth equal to the top of pipe, paid under Bid Item 90048. Next the trench shall receive a layer of Riprap Filter Fabric, Type HR trench width after which, the trench shall be backfilled with Crushed Aggregate Base Course No. 2 up to an elevation matching existing grades (a minimum of one (1) foot deep regardless of existing contours). The Contractor shall use Crushed Aggregate Base Course No. 3 for the top two (2) inches of crushed aggregate as finish grading (above the minimum of 1' of Aggregate Base Course No. 2). The Crushed Aggregate Base Course, Gradation No. 2 or No. 3 shall extend from the back of sidewalk on E. Dean Ave and end at the golf course property line. The aggregate shall extend the width of the right-of-way, and

shall be paid under Bid Item 40102. The Riprap Filter Fabric, Type HR, shall be paid under Bid Item 20241.

If Contractor decides to use 30' Type II HDPP ADS for the twin pipes from approximately STA 15+19 to STA 17+71, then as part of this bid item the Contractor is made aware that to track any equipment over the pipes to access the golf course (including to access the golf course to install 2 Inlets Combined Overflow Structure, or to directionally drill), the Contractor shall provide and utilize swamp mats for the entire length the twin pipes. All work, materials, equipment and incidentals necessary to protect the pipes with swamp mats, including removing and replacing the swamp mats for multiple instances of access, shall be included in this bid item.

**METHOD OF MEASUREMENT**

27 Inch Type I RCP Storm Sewer Pipe or 30 Inch Type II Pavement Storm Sewer Pipe shall be paid for by Linear Foot acceptably installed.

**BASIS OF PAYMENT**

27 Inch Type I RCP Storm Sewer Pipe or 30 Inch Type II Pavement Storm Sewer Pipe shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to install the pipe.

**BID ITEM 90040 – REMOVE AND REPLACE 4' CHAIN LINK FENCE**

**DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to remove and replace the 4' chain link fence as shown on the plans.

The Contractor shall install temporary construction fence for dog control, paid under Bid Item 90047, if the fence will not be rebuilt the same day that it is removed.

Upon removal of the fence, the Contractor shall install the fence along the property line, identified on the plans and staked in the fields.

Any area disturbed by removing the fence or trees within the TLE area shall be restored with topsoil, seed and erosion mat, which shall be paid under the appropriate bid items.

**METHOD OF MEASUREMENT**

Remove and Replace 4' Chain Link Fence shall be paid per Linear Foot acceptably completed.

**BASIS OF PAYMENT**

Remove and Replace Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to replace the fence.

**BID ITEM 90041 – REMOVE, SALVAGE & REINSTALL WOOD FENCE**

**DESCRIPTION**

This Bid Item includes all labor, equipment, materials and incidentals necessary to Remove, Salvage and Reinstall Fence at the locations indicated on the plans or as directed by the engineer. Work under this bid item applies to wood fencing at the location specified on the construction plans.

The Contractor shall remove the existing fence, including the posts, without causing any damage to the fencing or posts; if the Contractor causes any damage to the fencing or posts, the damaged portions shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall place the fence in the same location as the existing fence prior to construction.

Any area disturbed by removing the fence or trees within the TLE area shall be restored with topsoil, seed and erosion mat, which shall be paid under the appropriate bid items.

**METHOD OF MEASUREMENT**

Remove, Salvage & Reinstall Fence shall be measured by the Linear Foot acceptably completed.

**BASIS OF PAYMENT**

Remove, Salvage & Reinstall Fence, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

**BID ITEM 90042 – REMOVE AND REPLACE 6' CHAIN LINK FENCE**

**DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to remove and replace the 6' chain link fence as shown on the plans.

The Contractor shall install temporary construction fence, paid under Bid Item 90047, if the fence will not be rebuilt the same day that it is removed.

If additional chain link fence is damaged in any way during construction, the Contractor shall remove the damaged fence and replace it with fence that matches the existing conditions.

**METHOD OF MEASUREMENT**

Remove and Replace 6' Chain Link Fence shall be paid per Linear Foot.

**BASIS OF PAYMENT**

Remove and Replace 6' Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove and replace the fence.

**BID ITEM 90043 – REMOVE 6' CHAIN LINK FENCE**

**DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to remove the 6' chain link fence as shown on the plans and complete temporary grading where the fence posts were removed.

If additional/adjacent chain link fence is damaged in any way during construction, the Contractor shall remove the damaged fence and replace it with fence that matches the existing conditions.

**METHOD OF MEASUREMENT**

Remove 6' Chain Link Fence shall be paid per Linear Foot.

## **BASIS OF PAYMENT**

Remove 6' Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove the fence.

## **BID ITEM 90044 – 2 INLETS COMBINED OVERFLOW STRUCTURE**

### **DESCRIPTION**

Work under this item includes construction of a new overflow structure consisting of two (2) precast inlets per the detail drawing. This includes providing and installing two (2) precast 2' x 3' inlets, two (2) castings (R-1878 B7G) setting and adjustment of the castings to the grade specified in the plan set or as directed in the field, bolting together the precast inlets, connecting the inlets with a pipe, bolting down the castings, and coring in six (6) 6" holes.

The Contractor shall orient the two inlets to have their 3' side parallel to Dean Ave so that P-X and P-Y can connect at a right angle and the 2' side of the two inlets shall be bolted flush against each other with stainless steel ½" bolts one in an upper corner, and one in the opposite lower corner.

The Contractor shall connect the inlets at the invert elevation with a 12" PVC pipe.

The Contractor shall bolt down the castings with Ankr-TITE 304 stainless steel concrete wedge anchors, or approved equal, in all four (4) corners of each casting

The Contractor shall have 6 factory cored holes constructed on the outside of the combined structure to create 6 outlets at the proposed surface elevation on the detail.

The top of each hole shall be six (6) inches from the top of precast inlet (therefore the bottom shall be 12 inches from the top of the precast inlet).

- There shall be one (1) 6" hole cored in the center of the farthest eastern 2' side of the inlet.
- There shall be one (1) 6" hole cored in the center of the farthest western 2' side of the inlet.
- On the southern face of the combined structure, each individual precast inlet shall have:
  - Two (2) 6" holes cored as shown on the detail drawing

The Contractor shall place Erosion Matting, Class III, Type B (TRM) for 10' radially around the south, east, and west sides of the structure, and extend 5' from the north side of the structure. The TRM shall be paid under Bid Item 21082 and shall be installed in accordance with the specification. The Contractor shall grade disturbed area within construction limits around structure to drain to the structure inlets (6" cored holes) at a 1% slope (minimum). The 6" core holes shall be just above the surface.

### **METHOD OF MEASUREMENT**

The 2 Inlets Combined Overflow Structure shall be measured by Each unit constructed in the field and approved by the Construction Engineer or Project Engineer.

### **BASIS OF PAYMENT**

The 2 Inlets Combined Overflow Structure shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above.

## **BID ITEM 90045 —SAND TRAP REMOVAL**

### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to excavate, haul, and dispose of the sand and any additional materials within the sand trap as shown on the plans.

The Contractor shall be responsible for the removal and disposal of the sand and any additional materials within the sand trap.

The Contractor shall consider when it is best to remove the sand trap based on the golf course access limitations.

Removal and disposal shall be completed in accordance with Part II of the City's Standard Specifications.

#### **METHOD OF MEASUREMENT**

Sand Trap Removal shall be measured by Each unit removed in the field.

#### **BASIS OF PAYMENT**

Sand Trap Removal shall be paid for at the contract unit price, which shall be considered full compensation for removal of the sand trap as described above.

#### **BID ITEM 90046 – TWIN 3'X4' STRUCTURE**

##### **DESCRIPTION**

Work under this item includes construction of a twin 3'x4' structure consisting of two (2) field pour 3'x4' structures, providing and installing one (1) inlet casting (R-3295-2) setting and adjustment of the castings to the grade specified in the plan set or as directed in the field, and providing a 27" hole on the shared structure wall.

The Contractor shall pour the shared 4' wall of the twin structure 10" thick. The rest of the structure walls shall be 8" thick. The structure shall be oriented so that the two inlets have their 3' side parallel to Dean Ave.

The construction of this structure shall comply with all the standard structural reinforcement requirements for the roof associated with the Standard Detail Drawing 5.7.3.

##### **METHOD OF MEASUREMENT**

The Twin 3'x4' Structure shall be measured by Each twin unit constructed in the field and approved by the Construction Engineer or Project Engineer.

##### **BASIS OF PAYMENT**

The Twin 3'x4' Structure shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above.

#### **BID ITEM 90047 – CONSTRUCTION FENCE**

##### **DESCRIPTION**

This special provision describes constructing a plastic fence in the locations identified on the plans to be protected or as directed by the engineer. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, provide interim fencing for dog control while private fences are replaced, and to prevent disturbance of areas by the public following seeding operations. Minor 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 minor relocation of the fencing as needed to perform the work.

The Contractor shall notify the golf course 4 days prior to installing the construction fencing so that the golf course can mark where irrigation lines are located. The Contractor shall not install construction fencing on top of the irrigation lines.

Construction fence used for tree protection shall be installed a minimum of 5 ft. away from the base of the tree to be protected, but the distance may vary depending on City Forestry review. Construction Fence for tree protection shall remain in place throughout the project and shall only be removed upon completion or as necessary to complete the work. The Contractor shall maintain the fence as necessary, which may include re-installation if removed to complete work or if damaged. Maintaining the protective fence shall be considered incidental to this bid item.

## **MATERIALS**

Provide notched conventional metal "T" or "U" shaped fence posts.

Construction fencing shall be International Orange color, high-density polyethylene mesh (UV stabilized) 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)

## **CONSTRUCTION**

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at 6 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

## **METHOD OF MEASUREMENT**

City Engineering will measure Construction Fence by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities will not be measured and paid again.

## **BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## **BID ITEM 90048 – 3/8" WASHED STONE**

### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and place 3/8" Washed Stone (pea gravel) as backfill between the twin pipes from approximately STA 15+19 to STA 17+71, and shall be placed to a depth flush with the outside top of the pipes being installed.

3/8" Washed Stone (pea gravel) shall consist of small or fine natural gravel almost entirely passing a 3/8-inch sieve and predominately retained on a No. 16 sieve. The material shall be washed clean of impurities and deleterious substances, and shall meet with the approval of the Engineer.

3/8" Washed Stone does not need to be underlain with geotextile fabric.

## **METHOD OF MEASUREMENT**

3/8" Washed Stone shall be measured by Trench Foot of material provided, transported, and placed on site.

## **BASIS OF PAYMENT**

3/8" Washed Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

## **BID ITEM 90049 — DIRECTIONAL DRILLING OF 12" PIPE**

### **DESCRIPTION**

The Contractor shall install 12" pipe via directionally drilling through the golf course to prevent tree loss. The 12" pipe shall be trench laid from S-9 to STA 14+58 due to shallow depths.

This specification covers the installation of pipe by Horizontal Directional Drilling (HDD). HDD is a trenchless excavation method, which is accomplished in three phases. The first phase consists of drilling a small diameter pilot hole along a designed directional path. The second phase consists of enlarging the pilot hole to a diameter suitable for installation of the pipe. The third phase consists of pulling the pipe into the enlarged hole. HDD is accomplished using a specialized horizontal drilling rig with ancillary tools and equipment. The Contractor shall select the equipment necessary to complete the excavation through the anticipated subsurface conditions and install the pipe.

### **MATERIALS**

The pipe shall be either Certa-Flo PVC Gravity Sewer Pipe, or High Density Polyethylene pipe meeting the following requirements:

- Conform with AWWA C906.
- Standard PE code designation PE 3408.
- Pressure class: 160.
- Dimension ratio: DR 11.
- Joining PE pipe to PE pipe: Thermal butt fusion.
- Joining to fittings: mechanical joint with a stainless steel pipe stiffener and joint restraint.
- Mechanical fittings used with polyethylene pipe shall be intended for this purpose and used as recommended by the manufacturer.

### **QUALIFICATIONS**

The HDD Contractor's Operator shall have successfully completed a minimum of six (6) directionally HDD Installations for pipe sizes ranging from four (4) inches to twenty-four (24) inches in diameter under similar conditions and lengths. The Engineer can request documentation to the Operators experience at any time. If in the opinion of the Engineer, the Operator is not qualified, the Contractor shall replace them with a more experienced operator.

The Contractor shall have the ability to remotely steer and electronically monitor the location and depth of the cutting bit. The use of mechanical, pneumatic or water-jetting methods will not be acceptable.

## **SUBMITTALS**

The Contractor shall submit the following information to the Engineer:

1. A detailed work schedule.
2. Working plans showing the general arrangement of the Contractor's work areas, storage areas, and lay down areas showing locations of drill entry and exit work shafts, slurry work shafts and plants, drilling equipment, and pollution prevention measures among other features. The working plans shall show the layout profile and supports for any work shafts, trenches, or other excavations required to drill and install the pipe.
3. Composition and plan for safe disposal of drilling fluids and additives.
4. Method for maintaining borehole stability and for controlling seepage and lost ground at the borehole junctures with work shaft walls.
5. A contingency plan detailing the Contractor's proposed response to obstructions encountered along the hole alignment, unanticipated conditions, changes, and other problems arising due to the selected construction procedures or other conditions to ensure completion of the project accordingly.
6. Record Information of the pilot hole drilling.

## **CONSTRUCTION METHODS**

### **OBSTRUCTIONS**

If an unknown obstruction is encountered, the Contractor shall promptly implement measures to adjust the borehole alignment as necessary to bypass/avoid the obstruction. Adjustments to the borehole alignment to bypass the obstruction shall be gradual and shall not impose abrupt changes in the alignment that will impose additional stresses and deformations on the pipe.

### **INSTRUMENTATION**

The Contractor shall provide and maintain instrumentation or other controls which will accurately locate the pilot hole, measure drill string axial and torsional loads, and measure drilling fluid discharge rate and pressure. The Engineer shall be allowed to have access to these instruments and their readings at all times. Record the location of the pilot bore as specified under the Subsection, Record Information. In addition, a log of all recorded readings shall be maintained and submitted as part of the Record Information.

### **REQUIREMENTS**

The pilot hole alignment path shall meet the following tolerances with respect to the alignment shown on the Plans:

1. One (1) foot left or right of design horizontal alignment centerline.
2. Minimum radius greater than or equal to pipe manufacturer's recommendations.
3. Elevation HDD accuracy shall be within  $\pm$ two (2) inches.



Additionally, concern for adjacent utilities and /or structures shall take precedence over the listed tolerances. Listing of tolerances does not relieve the Contractor from responsibility for safe operations or damage to adjacent utilities and structures. The Engineer shall be made aware of any changes to the horizontal and vertical alignments The Engineer will approve of any changes to the horizontal or vertical alignment prior to the enlarging of the pilot hole.

The Contractor may propose alternative alignments and tolerances to accommodate the Contractor's equipment. All such alternatives must be submitted to the Engineer for review and approval.

#### Curve Radius

Curves shall be drilled at a radius equal to or greater than that listed in the specific pipe manufacturer's published data. The drilled radius will be calculated over any three joint segment using the following formula:

$$R_{\text{drilled}} = (L_{\text{drilled}}/A_{\text{avg}})*57.32$$

Where:

$R_{\text{drilled}}$  = drilled radius over  $L_{\text{drilled}}$

$L_{\text{drilled}}$  = length drilled, no less than 75 feet and no greater than 100 feet  
 $A_{\text{avg}}$  = total change in angle over  $L_{\text{drilled}}$

#### Record Information

Following the completion of the pilot hole drilling, the Contractor shall provide tabulation of three dimensional coordinates referenced to the drilled entry point which accurately describe the location of the pilot hole at intervals of 25 feet along the length of the pilot hole alignment.

#### Ream & Pull Back

Pre-reaming operations shall be conducted at the discretion of the Contractor. The Contractor shall insure that a hole sufficient to accommodate the pull section has been produced. Any damage to the pipe resulting from inadequate pre-reaming shall be the responsibility of the Contractor. All provisions of this Specification relating to simultaneous reaming and pulling back operations shall also pertain to pre-reaming operations.

The pull section shall be installed in the reamed hole in such a manner that external pressures are minimized and an appropriate counter-balancing internal pressure is maintained. Any damage to the pipe resulting from external pressure during installation shall be the responsibility of the Contractor.

Buoyancy modification shall be used at the discretion of the Contractor. Any buoyancy modification procedure proposed for use shall be submitted for approval. The Contractor shall be responsible for any damage to the pull section resulting from buoyancy modification.

#### Drilling Fluids

Composition: Drilling fluids shall be non-hazardous materials which comply with State and Federal regulations and permit requirements, a liquid clay/bentonite slurry is preferred. The liquid clay shall maintain boring stability and provide lubrication while the pipe is being installed. Liquid clay must be totally inert and contain no environmental risk. The reamer shall be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated boring.

Water: The Contractor shall be responsible for obtaining, transporting, and storing any water required for drilling fluids.

**Recirculation:** The recirculation of drilling fluid surface returns shall be maximized. The Contractor shall provide solids control and fluid cleaning equipment of a configuration and capacity that can process surface returns and produce drilling fluid suitable for reuse.

**Disposal:** Disposal of drilling fluids and drill cuttings shall be the responsibility of the Contractor. Excess drilling fluids and drill cuttings shall be disposed of in approved off-site locations in accordance with local, State and Federal laws and regulations, right-of-way and workspace agreements, and permit requirements. No additives which would prevent off-site/non-hazardous disposal of drilling mud will be allowed.

**Inadvertent Returns:** The Contractor shall employ their best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than the entry and exit points shall be minimized. In the event that annular circulation is lost, the Contractor shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand placed barriers (i.e. hay bales, sand bags, silt fence, etc.) and collected using pumps if practical. If the amount of the surface return is not great enough to allow practical collection, the affected area shall be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If the amount of the surface return exceeds that which can be contained with hand placed barriers, small collection sumps (less than five (5) cubic yards) may be used. If the amount of the surface return exceeds that which can be contained and collected using small sumps, drilling operations shall be suspended until surface return volumes can be brought under control.

**Leak and Blow Out:** The Contractor shall take all necessary steps to avoid any drilling fluid-induced blow out or any drilling fluid leaks. Any damage resulting from such blow-outs and leaks shall be the Contractor's responsibility.

#### Installation

Install the pipe such that each pipe shall have a firm bearing along its entire length.

At all times when pipe installation is not in progress, the open ends of the pipe shall be closed with temporary watertight plugs or by other suitable means. If water accumulates in the entry and exit work shafts during stoppages, the plug shall not be removed until all conditions are suitable to prevent water, earth, slurry, or other material from entering the pipe.

At all times, including when pipe installation is not in progress, the drilling slurry for support of the pipe excavation and hole must be maintained in a condition that provides borehole stability.

If unstable ground sections or pervious zones are encountered in the ground, the Contractor shall implement appropriate measures, such as installation of temporary casings, grouting or other adjustments, to avoid borehole collapse.

#### Pipe Pulling

**Pulling Loads:** The maximum lengths of continuous HDPE pipe assembled above ground and pulled at any one time shall not exceed the length recommended by the pipe manufacturer. The maximum allowable tensile load imposed on the pull section shall be equal to ninety (90) percent of the specified minimum yield strength corresponding to the area of the pipe section. If more than one value is involved for a given pull section, the lesser shall govern.

The Contractor shall provide a suitable pulling force measuring device connected to the drill string or pulling mechanism.

**Torsional Stress:** A swivel shall be used to connect the pull section to the reaming assembly to minimize torsional stress imposed on the pipe section.

Pull Section Support: The pull section shall be supported as it proceeds during pullback so that it moves freely and the pipe and corrosion coatings are not damaged.

Pipe tie-ins shall not be made for a minimum of twenty-four (24) hours after the pull to allow pipe to recover from the pulling stress.

#### Tests

The Contractor shall perform a pressure test and a deflection test on the installed pipe in accordance with Section 501 of these Standard Specifications at the discretion of the Project Engineer.

#### Clean up

Upon completion of the boring and pipe installation, the Contractor shall remove all spoils from the boring pits and restore the pits and all areas disturbed by the boring operation to their original condition.

### **METHOD OF MEASUREMENT**

Measurement for Directional Drilling of 12" pipe shall be made along the center of the pipeline after the boring is completed and the pipe is cut to its finished length and shall be measured by Linear Foot. No allowances will be made for additional pipe needed to perform the boring operation.

### **BASIS OF PAYMENT**

Directional Drilling of 12" pipe will be paid for at the contract unit price per Linear Foot and shall be full compensation for the boring pits, drilling fluid and pulling lubricant, removal and disposal of drilling spoils, backfilling and compacting boring pits, restoring and landscaping all areas disturbed by the boring operation if not called out for in a separate bid item, abandonment of pipe not able to be recovered, the carrier pipe, setting up and removal of the boring machine, and for all labor, tools, equipment and incidentals necessary to complete the work.

### **BID ITEM 90050 — FINISH GRADING**

#### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to complete finish grading, as shown on the plans, so that all area within the construction fence drains to the inlet at a 1% slope minimum. This shall account for any tracking, rutting or existing low spots.

#### **METHOD OF MEASUREMENT**

Finish Grading shall be measured by Square Yard of grading acceptably completed.

#### **BASIS OF PAYMENT**

Finish Grading shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to complete the grading.

### **BID ITEM 90051 — QUICK GROW SEED MIX**

#### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to provide, store, and place Quick Grow Seed Mix as defined in this section. All seeding activities shall occur in accordance with Article 207 of the Standard Specifications and in accordance with the supplier's

recommendations. Quick Grow Seed Mix shall be considered a native seed and shall be supplied as Pure Live Seed, and stored and placed accordingly.

Quick Grow Mix includes the species listed below. Substitutions may be acceptable depending on seed availability, and shall be approved by the Engineer prior to placement. Seeding rate shall be approximately 10 pounds per acre. Individual species seeding rates shall be determined by the supplier.

The seed mix defined in this specification is available from Agrecol as the standard seed mix:

City of Madison Aggressive Species Mix.

Agrecol  
10101 N. Casey Rd  
Evansville, WI  
(608) 223-3571

#### **Tall Forbs**

Sawtooth sunflower (*Helianthus grosseserratus*)  
Ox-eye sunflower (*Heliopsis helianthoides*)  
Glade mallow (*Napea dioica*)  
Cup plant (*Silphium perfoliatum*)  
Old field thistle (*Cirsium discolor*)  
Evening primrose (*Oenothera biennis*)  
Ironweed (*Vernonia fasciculata*)  
Gray-headed coneflower (*Ratibida pinnata*)  
Bergamot (*Monarda fistulosa*)  
Purple coneflower (*Echinacea purpurea*)  
Sneezeweed (*Helenium autumnale*)  
Cow parsnip (*Heracleum maximum*)

#### **Tall Grasses**

Indian grass  
Prairie cordgrass (*Spartina pectinata*)  
Big bluestem (*Andropogon gerardii*)  
Canada wild rye (*Elymus canadensis*)  
Switchgrass (*Panicum virgatum*)

#### **Short Forbs**

Mountain mint (*Pycnanthemum virginianum*)  
Grass-leaved goldenrod (*Solidago graminifolia*)  
Showy sunflower (*Helianthus pauciflorus*)  
Brown-eyed Susan (*Rudbeckia triloba*)  
Northern bedstraw (*Gallium boreale*)  
Evening primrose (*Oenothera biennis*)  
Frost aster (*Symphotrichum pilosum*)  
Bergamot (*Monarda fistulosa*)  
Purple coneflower (*Echinacea purpurea*)  
Northern bedstraw (*Gallium boreale*)  
Sneezeweed (*Helenium autumnale*)  
Shrubby St. John's wort (*Hypericum prolificum*)

#### **Short Grasses**

Canada bluejoint grass (*Calamagrostis canadensis*)  
Virginia wild rye (*Elymus virginicus*)  
Side oats grama (*Bouteloua curtipendula*)

**METHODS OF MEASUREMENT**

Quick Grow Seed Mix shall be measured per Square Yard of seed placed.

**BASIS OF PAYMENT**

Quick Grow Seed Mix shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to provide, store, and place seed in accordance with Article 207 of the Standard Specifications and supplier's recommendations.

**BID ITEM 90052—TEMPORARY STORMWATER MANAGEMENT**

**DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to provide, maintain and uninstall any temporary stormwater management needed throughout the project.

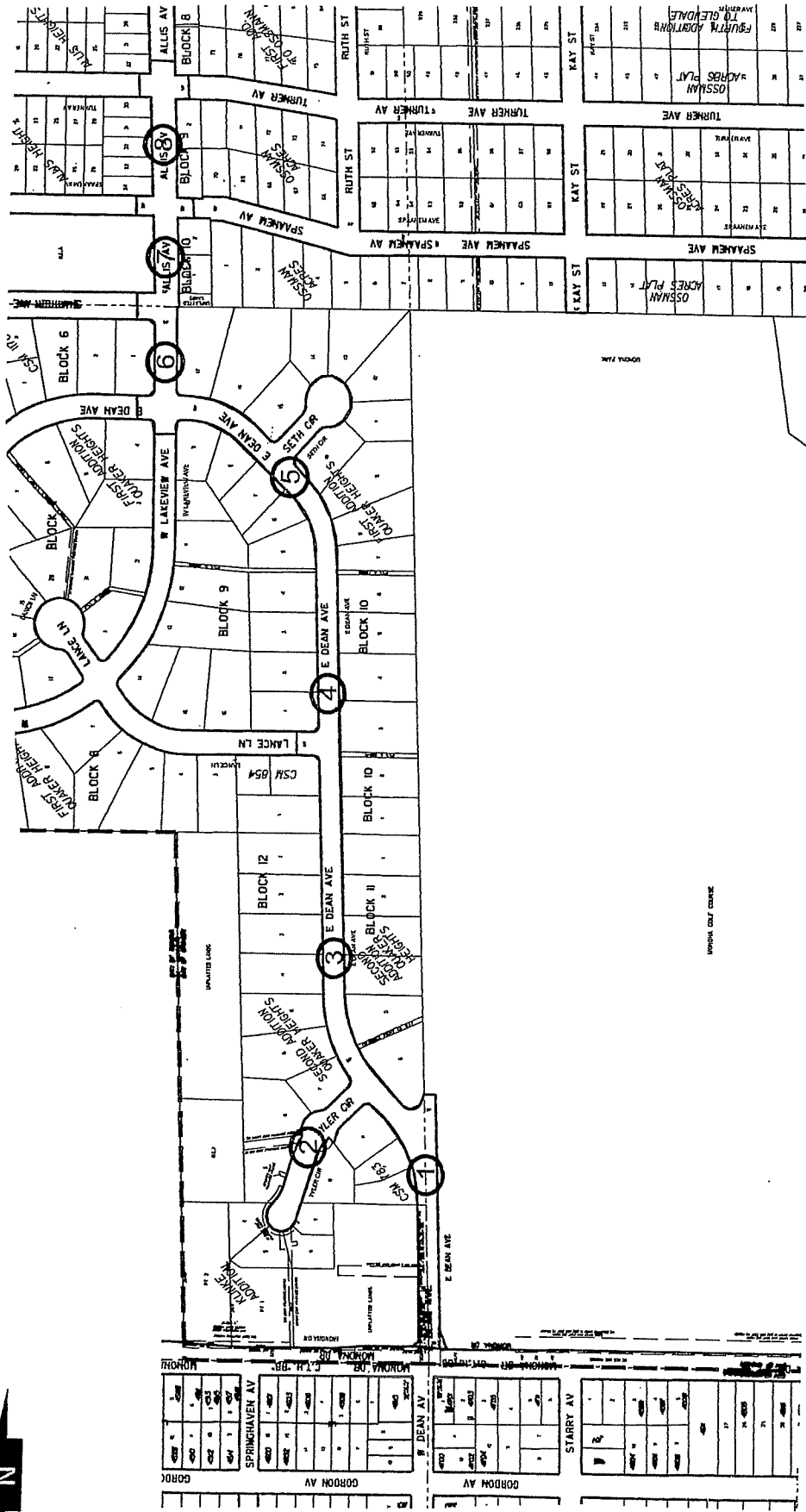
There is a significant amount of stormwater that will be routed from Dean Ave to the golf course, and there is stormwater runoff from the golf course that pools at both low points where storm sewer is being installed on the golf course during heavy storms. During large storms, such as the 1% chance storm, these areas can flood 2-3' deep. Depending on how the Contractor chooses to phase the storm sewer work on the golf course, the Contractor shall accommodate the stormwater flows without eroding soils, damaging the golf course, or redirecting stormwater in a way that could cause structural flooding. This could include measures such as installing a temporary riprap-lined outlet pit as a temporary overflow structure for water coming from the Dean.

**METHOD OF MEASUREMENT**

Temporary Stormwater Management shall be measured as a Lump Sum acceptably installed, maintained and uninstalled.

**BASIS OF PAYMENT**

Temporary Stormwater Management be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to complete the temporary stormwater management as necessary to serve the phasing of the work



**Legend**

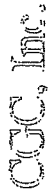
⑧ Denotes Boring Location (approximate)

**Notes**

I. Soil borings performed by Badger State Drilling in August 2016

**SOIL BORING LOCATION PLAN**

Dean Avenue Area  
Madison, Wisconsin



APPID: MINS C16051-8

Date: 9/16

DWN: -



# LOG OF TEST BORING

Project Dean Avenue Area  
 Dean: 240'SW of Tyler, 5'SE of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL
					4 in. Asphalt Pavement/10 in. Base Course					
1		6	M	7	FILL: Very Stiff, Brown Clay with Traces of Sand and Gravel to 3 ft	(3.0)				
					Loose, Brown Sand with Silt and Gravel to 5.5 ft					
2		10	M	9						
					Weathered to Competent, Sandstone BEDROCK					
3		2	M	50/4"						
4		15	M	51						
5		2	M	50/3"						
					End Boring at 15 ft					
					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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
 Hammer \_\_\_\_\_

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



### LOG OF TEST BORING

Project Dean Avenue Area  
 Tyler: 300'NW of Dean, 10'SW of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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	3 in. Asphalt Pavement/9 in. Base Course				
1		7	M	15	15	FILL: Medium Dense, Brown to Gray Sand with Silt, Gravel and Clay				
2		18	M	5	10	Medium Stiff, Brown Lean CLAY (CL)				
3		17	M	4	15	Soft, Brown Sandy Lean CLAY (CL)				
4		18	M/W	5	20	Loose, Brown Silty Fine SAND, Trace Clay (SM)				
					20	Weathered to Competent, Sandstone BEDROCK				
5		16	M	20	20	End Boring at 15 ft				
					20	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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
**Hammer**

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





# LOG OF TEST BORING

Project Dean Avenue Area  
 Dean: 275'E of Tyler, Near CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					X	3 in. Asphalt Pavement/10 in. Base Course				
1	8	M	7		X	(1.75)				
2	10	M	9		X	(3.0)				
3	2	M	29		X	(2.0)				
4	18	M	26		X					
					X	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
					X	Weathered to Competent, Sandstone BEDROCK				
5	2	M	50/2"		X					
					X	End Boring at 15 ft				
					X	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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
 Hammer \_\_\_\_\_

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



### LOG OF TEST BORING

Project Dean Avenue Area  
 Location Dean: 75'E of Lance, 6'S of CL  
Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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 E	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/12 in. Base Course				
1		2	M	7		Loose, Dark Brown Silty Fine SAND, Trace Clay (SM - Possible Fill)				
2		11	M	10		Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
3		4	M	50/5"						
4		14	M	25						
5		1	M	50/4"		Possible Weathered to Competent BEDROCK				
End Boring at 15 ft										
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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
Hammer

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



# LOG OF TEST BORING

Project Dean Avenue Area  
 Location Dean: 85'SW of Seth, 5'SE of CL  
Madison, WI

Boring No. 5  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/8 in. Base Course					
1AS	0	M	5		Stiff to Medium Stiff, Brown Lean CLAY (CL)					
2	12	M	8			(1.5)				
3	15	M	13			(0.75)				
4	16	M	13		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
5	18	M	30							
					End Boring at 15 ft					
					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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
Hammer

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



# LOG OF TEST BORING

Project Dean Avenue Area  
 Allis: 120'E of Dean, 12'N of CL  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					2 in. Asphalt Pavement/5 in. Base Course					
1	16	M	11		Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
2	10	M	76							
3AS	0	M	22							
4	18	M	15							
5	6	M	33							
				15	End Boring at 15 ft					
					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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic Hammer

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



# LOG OF TEST BORING

Project Dean Avenue Area  
 Allis: 120'W of Spaanem, 12'N of CL  
 Location Madison, WI

Boring No. 7  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL
					2 in. Asphalt Pavement/5 in. Base Course					
1		15	M	9	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
2		16	M	9						
3		13	M	16						
4		17	M	17						
5		12	M	18						
					End Boring at 15 ft					
					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 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
 Hammer \_\_\_\_\_

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



# LOG OF TEST BORING

Project Dean Avenue Area  
 Allis: 95'E of Spaanem, 10'N of CL  
 Location Madison, WI

Boring No. 8  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-8  
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI	
				0	X	3 in. Asphalt Pavement/6 in. Base Course					
1	12	M	6	6	5						
2	12	M	11	11		(0.75)					
3	18	M	16	16		(0.3)					
4	16	M	33	33							
5	2	M	50/5"	50/5"							
				15	15	Possible Weathered to Competent BEDROCK					
				15	15	End Boring at 15 ft					
				15	15	Backfilled with Bentonite Chips and Asphalt Patch					
				20	20						

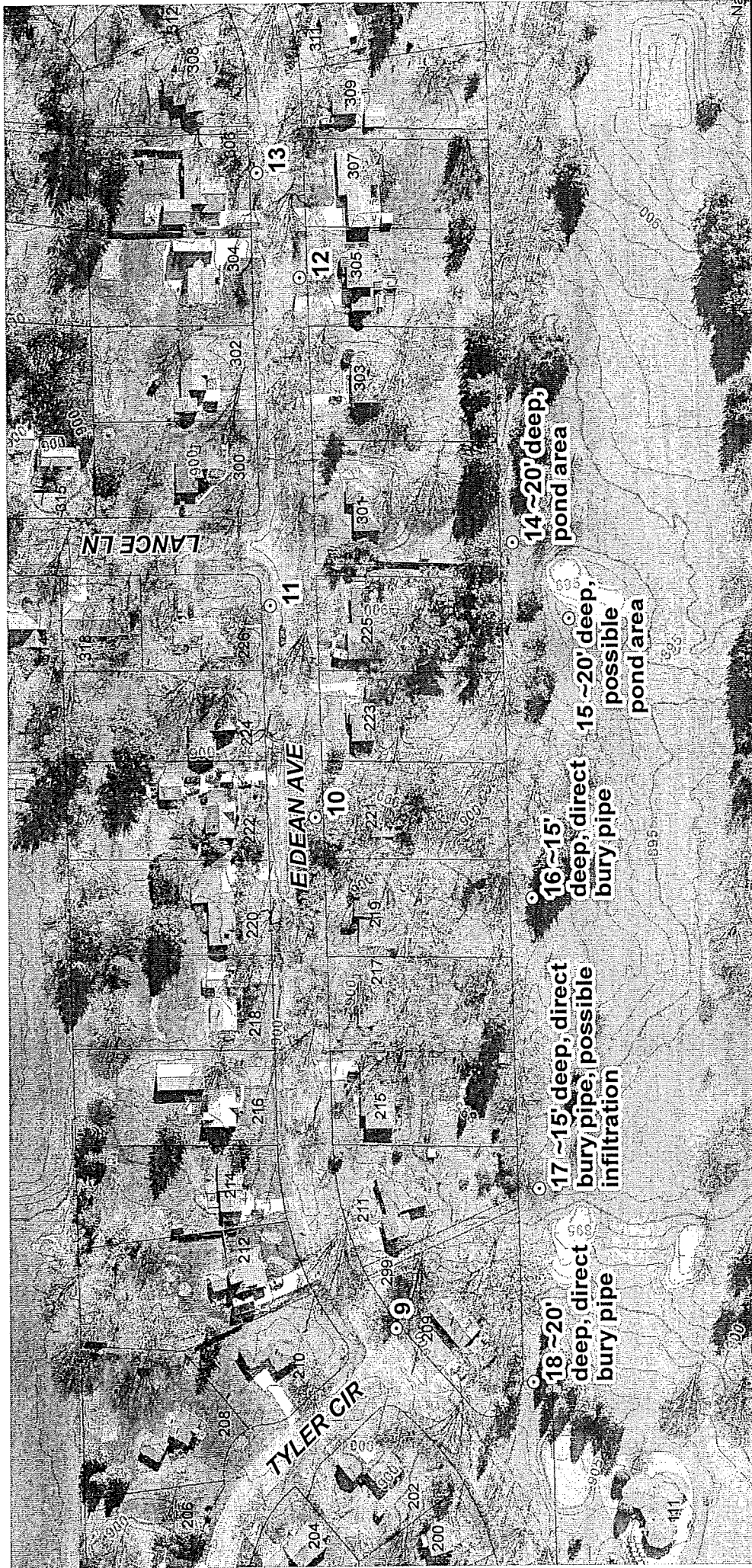
### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 8/10/16 End 8/10/16  
 Driller BSD Chief MC Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2.25" HSA; Automatic  
Hammer

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



# Boring Locations for Dean Ave Stormwater Features Updated October 27, 2020

- Boring Locations
- Ownership Parcels
- ▬ Index
- ▬ Index Depression
- ▬ Intermediate
- ▬ Intermediate Depression

*Borings on Dean Ave should occur within the ROW, but in approximate area where rain gardens would be cited when possible.*

*Borings on golf course need to be coordinated with Golf Course staff in advance. Contact info below:*

Theran Steindl: (608) 295-4381

Intermediate Depression



# LOG OF TEST BORING

Project Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 9  
 Surface Elevation (ft) 899±  
 Job No. C20051-22  
 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
					2.5 in. Asphalt Pavement/6 in. Base Course					
1		18	M	6	Stiff, Brown Lean CLAY (CL)	(1.25)				
2		18	M	6	Stiff, Brown Lean CLAY (CL)	(1.75)				
3		18	M	17	Medium Dense, Brown Fine to Medium SAND and GRAVEL, Some Silt (SM)					
4		18	M	20	Light Brown to White Highly Weathered Sandstone Bedrock					
5		18	M	20	End Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 10/21/20 End 10/21/20  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 10  
 Surface Elevation (ft) 899±  
 Job No. C20051-22  
 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 <sub>u</sub> (ga) (tsf)	W	LL	PL	LI
					0	12 in. TOPSOIL					
1	█	18	M	4	1	Stiff, Brown Lean CLAY (CL)					(1.25)
2	█	18	M	7	4	Becoming Medium Stiff Near 6'					(1.75)
3	█	18	M	7	7						(0.75)
4	█	18	M	20	10	Medium Dense to Dense, Brown Silty Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	█	18	M	33	15	End of Boring at 15 ft					
					15	Backfilled with Bentonite Chips and Soil Cuttings					
					20						
					25						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 10/21/20 End 10/21/20  
 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 Dean Avenue Stormwater  
Location Madison, WI

Boring No. **11**  
Surface Elevation (ft) 898±  
Job No. C20051-22  
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.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement/5 in. Base Course					
1	18	M	8		FILL: Medium Stiff to Stiff Dark Brown Clay with Traces of Sand and Gravel	(1.0)				
2	18	M	5		Medium Stiff, Brown Lean CLAY, Trace Sand (CL)	(0.75)				
3	18	M	7			(0.75)				
4	18	M	37		Dense to Very Dense, Brown Fine to Medium SAND and GRAVEL, Some Silt (SM)					
5	18	M	63							
				15	End Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS		GENERAL NOTES	
While Drilling <input checked="" type="checkbox"/> NW	Upon Completion of Drilling <input type="checkbox"/> NW	Start <u>10/21/20</u> End <u>10/21/20</u>	Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u>
Time After Drilling _____	_____	Logger <u>GB</u> Editor <u>ESF</u>	Drill Method <u>2.25" HSA; Autohammer</u>
Depth to Water _____	_____		
Depth to Cave in _____	_____		

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



## LOG OF TEST BORING

Project Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 12  
 Surface Elevation (ft) 898±  
 Job No. C20051-22  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
				0	12 in. TOPSOIL					
1	18	M	7	7	FILL: Stiff Dark Brown Clay with Traces of Sand and Gravel	(1.75)				
2	18	M	5	5	Soft to Medium Stiff, Brown Lean CLAY (CL)	(0.5)				
3	18	M	13	13	Medium Dense, Brown Silty Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	18	M	17	17	Medium Dense, Brown Fine to Medium SAND, Some Gravel and Silt (SM)					
5	16	M	59 /10"	15	Light Brown to White Weathered to Competent Sandstone Bedrock					
End of Boring at 15 ft										
Backfilled with Bentonite Chips and Soil Cuttings										

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 10/21/20 End 10/21/20  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 13  
 Surface Elevation (ft) 898±  
 Job No. C20051-22  
 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.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					12 in. TOPSOIL					
1		18	M	4	FILL: Soft to Stiff Dark Brown Clay with Traces of Sand and Gravel	(0.25-1.0)				
2		18	M	6	Medium Stiff to Stiff, Brown Lean CLAY (CL)	(1.0)				
3		18	M	15	Medium Dense, Brown Silty Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4		18	M	24						
5		16	M	61 /11"	Light Brown to White Weathered to Competent Sandstone Bedrock					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Soil Cuttings					

## WATER LEVEL OBSERVATIONS

While Drilling ∇ NW Upon Completion of Drilling NW  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

## GENERAL NOTES

Start 10/21/20 End 10/21/20  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 14  
 Surface Elevation (ft) 893±  
 Job No. C20051-22  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL
					18 in. TOPSOIL					
1		18	M	8	Loose, Gray SILT, Little to Some Clay (ML)					
2		18	M	4	Medium Stiff to Soft, Brown Lean CLAY (CL)	(0.75)				
3		18	M	3		(0.5)				
4		18	M/W	4	Loose to Very Loose, Brown Fine to Medium SAND, Some Silt, Trace Clay and Gravel (SM)					
5		4	M	50/4"	Weathered to Competent, Light Brown to White Sandstone Bedrock					
6		2	M	50/3"						
7		1	M	50/2"						
					End of Boring at 20 ft					
					Backfilled with Bentonite Chips					

#### WATER LEVEL OBSERVATIONS

#### GENERAL NOTES

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

Start 11/23/20 End 11/23/20  
 Driller BSD Chief KD Rig D-50  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 15  
 Surface Elevation (ft) 898±  
 Job No. C20051-22  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL
					16 in. TOPSOIL					
1		18	M	7	Very Stiff to Stiff, Brown and Gray (Mottled) Lean CLAY, Trace Sand (CL)	(2.25)				
2		18	M	6						
3		18	M	8	Loose, Brown SAND, Little to Some Silt (SP-SM/SM)					
4		18	M	44						
5		3	M	30/7"	Weathered to Competent, Light Brown to White Sandstone Bedrock					
6		1	M	50/1"						
					End of Boring at 20 ft					
					Backfilled with Bentonite Chips					

**WATER LEVEL OBSERVATIONS**

**GENERAL NOTES**

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

Start 11/23/20 End 11/23/20  
 Driller BSD Chief KD Rig D-50  
 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 Dean Avenue Stormwater

Location Madison, WI

Boring No. **16**

Surface Elevation (ft) 900±

Job No. C20051-22

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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					12 in. TOPSOIL					
1	18	M	10		FILL: Medium Dense, Brown Sand with Silt and Clay					
2	18	M	15		Medium Dense, Brown Silty Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3	18	M	15	5						
4	18	M	14							
				10						
					Becoming Dense to Very Dense (Hard Drilling) Near 12'					
5	8	M	69/9"							
				15	End of Boring at 15 ft  Backfilled with Bentonite Chips					
				20						
				25						

#### WATER LEVEL OBSERVATIONS

#### GENERAL NOTES

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

Start 11/23/20 End 11/23/20  
 Driller BSD Chief KD Rig D-50  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 17  
 Surface Elevation (ft) 894±  
 Job No. C20051-22  
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	W	LL	PL	LI
					18 in. TOPSOIL					
1	18	M	8		Very Stiff to Stiff, Brown and Gray (Mottled) Lean CLAY, Trace Sand (CL)	(2.75)				
2	18	M	8			(2.75)				
				5	Becoming Soft to Very Soft and Sandy Near 9'					
3	18	M	4			(1.25)				
4	18	M	2			(0.25)				
				10	Medium Dense, Brown Fine to Medium SAND and GRAVEL, Some Silt (SM)					
5	18	M	21							
				15	Light Brown to White Highly Weathered Sandstone Bedrock					
6	18	M	19							
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips					
				20						
				25						

**WATER LEVEL OBSERVATIONS**

**GENERAL NOTES**

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

Start 11/23/20 End 11/23/20  
 Driller BSD Chief KD Rig D-50  
 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 Dean Avenue Stormwater  
 Location Madison, WI

Boring No. 18  
 Surface Elevation (ft) 905±  
 Job No. C20051-22  
 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
					14 in. TOPSOIL					
1		18	M	8	Very Stiff, Brown Lean CLAY (CL)	(2.25)				
2		12	M	15	Medium Dense, Brown Silty Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		18	M	19						
4		18	M	21						
					Weathered to Competent, Light Brown to White Sandstone Bedrock					
5		18	M	37						
6		18	M	71 /10"						
					End of Boring at 20 ft  Backfilled with Bentonite Chips					

## WATER LEVEL OBSERVATIONS

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

## GENERAL NOTES

Start 11/23/20 End 11/23/20  
 Driller BSD Chief KD Rig D-50  
 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**  
General Notes

**DESCRIPTIVE SOIL CLASSIFICATION**

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders .....	Larger than 12" .....	Larger than 12"
Cobbles .....	3" to 12" .....	3" to 12"
Gravel: Coarse.....	¾" to 3" .....	¾" to 3"
Fine .....	4.76 mm to ¾" .....	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium .....	0.42 to mm to 2.00 mm .....	#40 to #10
Fine .....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay .....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics  
Color, moisture, grain shape, fineness, etc.  
Major Constituents  
Clay, silt, sand, gravel  
Structure  
Laminated, varved, fibrous, stratified, cemented, fissured, etc.  
Geologic Origin  
Glacial, alluvial, eolian, residual, etc.

Relative Density

Term "N" Value  
Very Loose..... 0 - 4  
Loose..... 4 - 10  
Medium Dense.....10 - 30  
Dense.....30 - 50  
Very Dense.....Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And .....	35% - 50%

Consistency

Term	q <sub>u</sub> -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

**SYMBOLS**

Drilling and Sampling

- CS – Continuous Sampling
- RC – Rock Coring: Size AW, BW, NW, 2"W
- RQD – Rock Quality Designation
- RB – Rock Bit/Roller Bit
- FT – Fish Tail
- DC – Drove Casing
- C – Casing: Size 2 ½", NW, 4", HW
- CW – Clear Water
- DM – Drilling Mud
- HSA – Hollow Stem Auger
- FA – Flight Auger
- HA – Hand Auger
- COA – Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST – 2" Dia. Thin-Walled Tube Sample
- 3ST – 3" Dia. Thin-Walled Tube Sample
- PT – 3" Dia. Piston Tube Sample
- AS – Auger Sample
- WS – Wash Sample
- PTS – Peat Sample
- PS – Pitcher Sample
- NR – No Recovery
- S – Sounding
- PMT – Borehole Pressuremeter Test
- VS – Vane Shear Test
- WPT – Water Pressure Test

Laboratory Tests

- q<sub>a</sub> – Penetrometer Reading, tons/sq ft
- q<sub>a</sub> – Unconfined Strength, tons/sq ft
- W – Moisture Content, %
- LL – Liquid Limit, %
- PL – Plastic Limit, %
- SL – Shrinkage Limit, %
- LI – Loss on Ignition
- D – Dry Unit Weight, lbs/cu ft
- pH – Measure of Soil Alkalinity or Acidity
- FS – Free Swell, %

Water Level Measurement

- ▽ - Water Level at Time Shown
- NW – No Water Encountered
- WD – While Drilling
- BCR – Before Casing Removal
- ACR – After Casing Removal
- CW – Cave and Wet
- CM – Caved and Moist
















Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

# CGC, Inc.

Madison - Milwaukee

# Unified Soil Classification System

## UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)		
Clean Gravels (Less than 5% fines)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size		GW Well-graded gravels, gravel-sand mixtures, little or no fines
		GP Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
		GM Silty gravels, gravel-sand-silt mixtures
		GC Clayey gravels, gravel-sand-clay mixtures
Clean Sands (Less than 5% fines)		
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size		SW Well-graded sands, gravelly sands, little or no fines
		SP Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
		SM Silty sands, sand-silt mixtures
		SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%		ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH Inorganic clays of high plasticity, fat clays
		OH Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT Peat and other highly organic soils

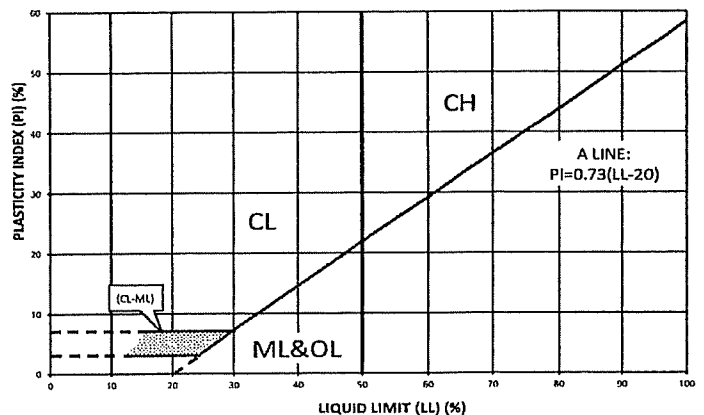
## LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent ..... GW, GP, SW, SP  
 More than 12 percent ..... GM, GC, SM, SC  
 5 to 12 percent ..... Borderline cases requiring dual symbols

## PLASTICITY CHART





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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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 Schmidt, P.E.

Jim Wolfe, P.E.

**Facilities & Sustainability**

Bryan Cooper, Principal Architect

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

April 27, 2021

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 7838

E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE 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.

**PLANS:**

Remove and insert revised plan sheets as noted below.

Sheets U10-U11: Updated plan notes to clarify tree removals in TLE areas.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

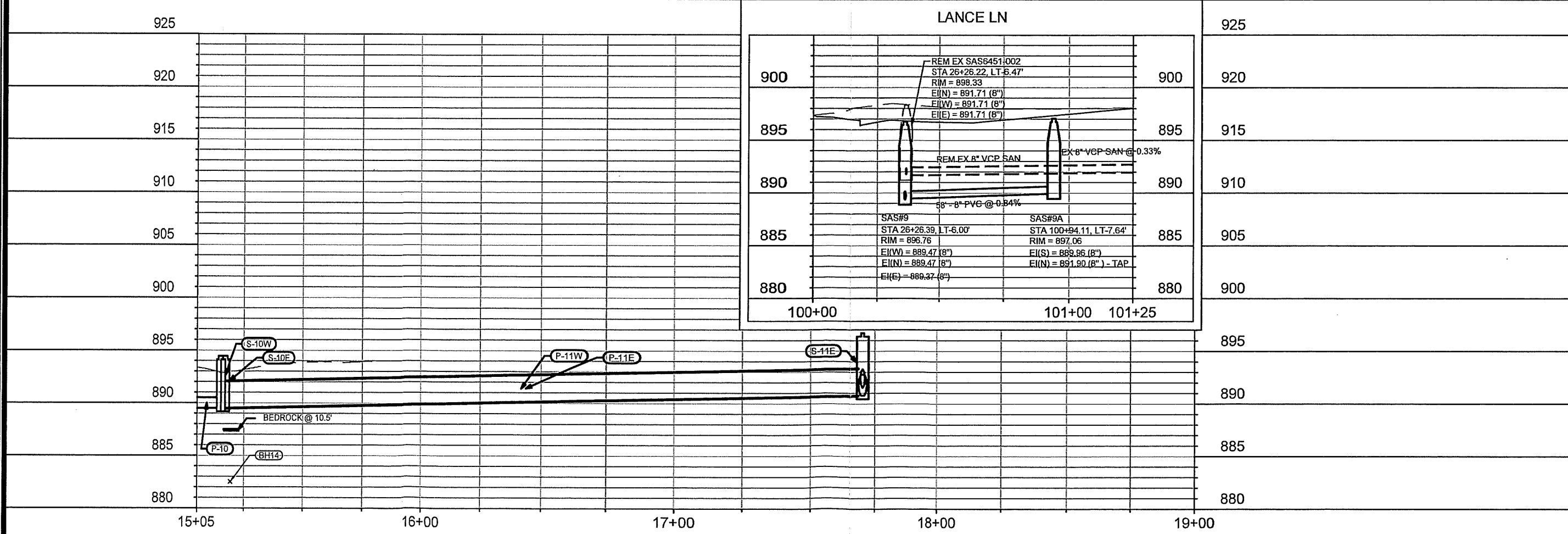
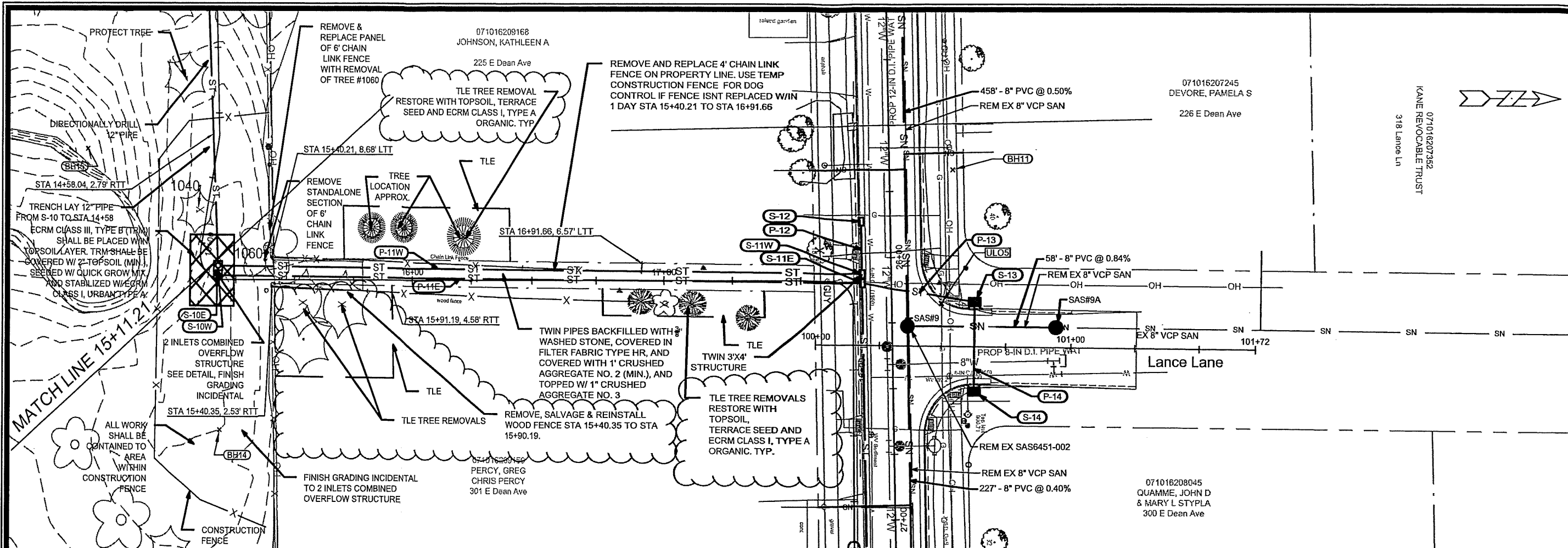
on behalf of

Robert F. Phillips, P.E.  
City Engineer

RFP:JMW







UTILITY PLAN & PROFILE - MONONA GOLF COURSE STORM SEWER  
 E. DEAN AVE., ALLIS AVE., SETH CIR. & TYLER CIR. RECONSTRUCT 2021  
 MADISON, WI  
 CONTRACT NO: 7838  
 11432  
 U-11

MARK	REVISION	DATE	BY
U-11	TREE REMOVALS	4-28-21	JEO

071016209168  
 JOHNSON, KATHLEEN A  
 225 E Dean Ave

071016207245  
 DEVORE, PAMELA S  
 226 E Dean Ave

071016207352  
 KANE REVOCABLE TRUST  
 318 Lance Ln

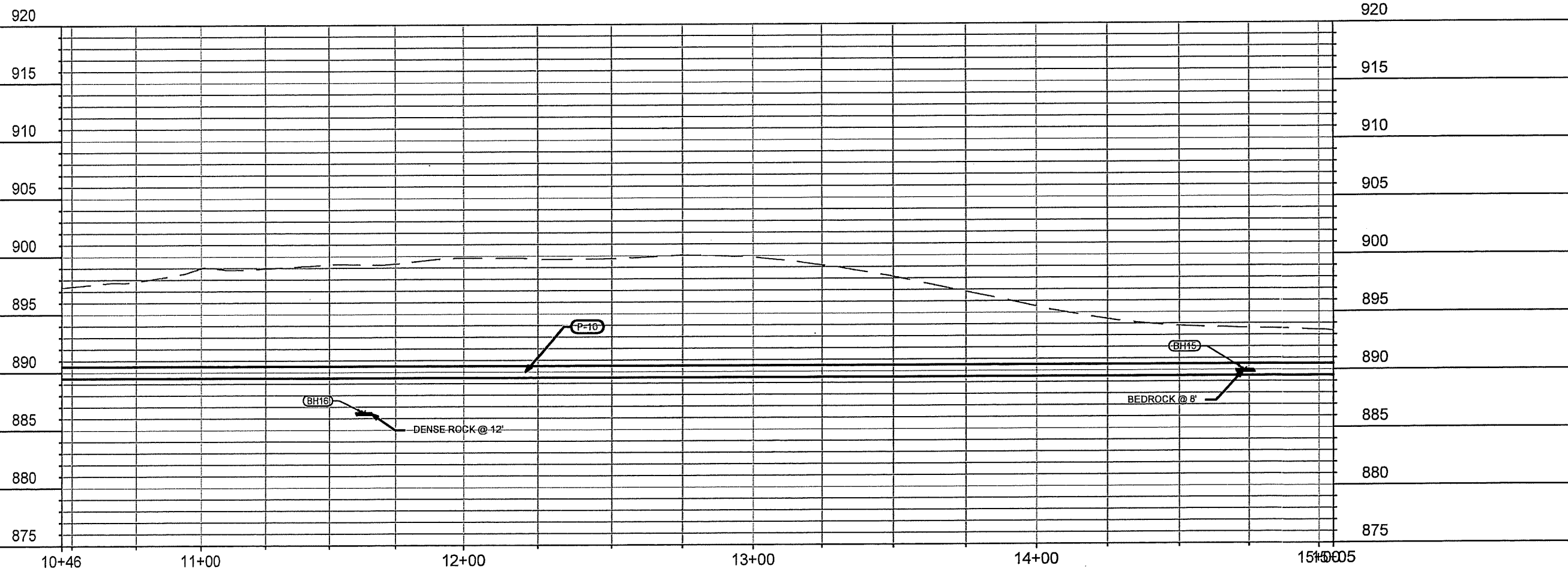
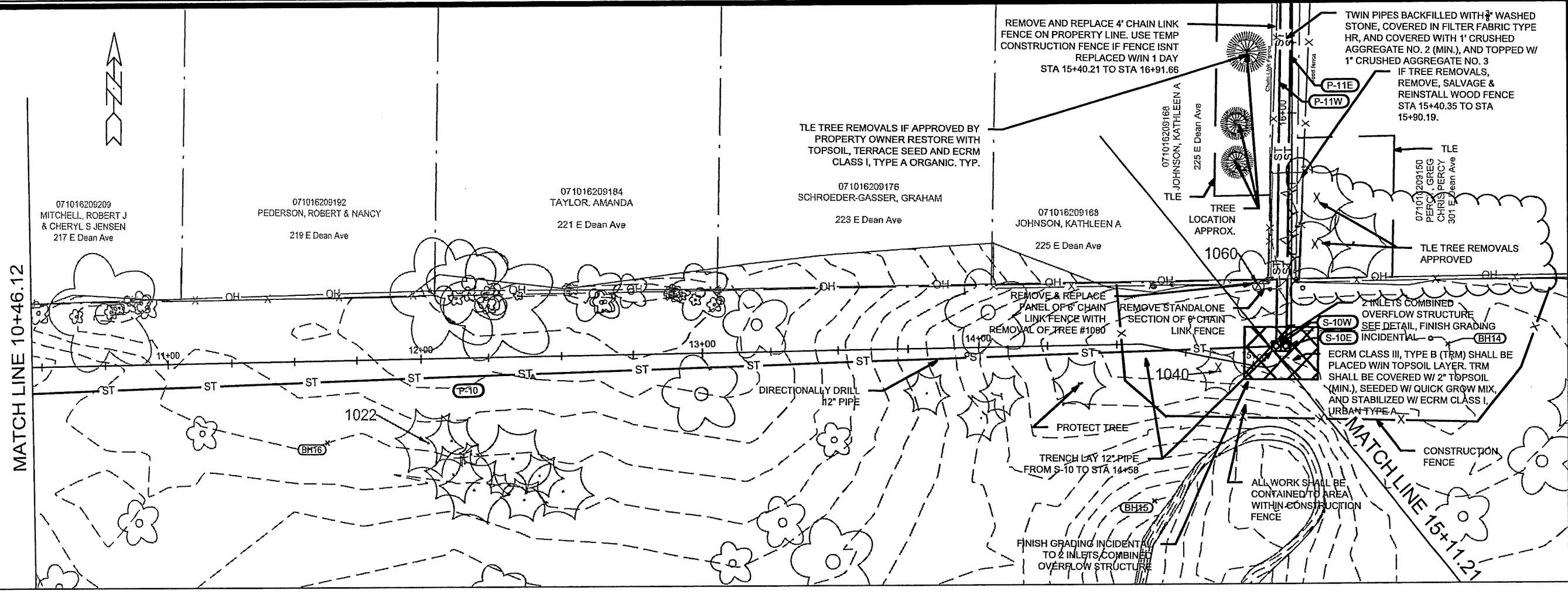
071016208045  
 QUAMME, JOHN D  
 & MARY L STYPLA  
 300 E Dean Ave

DESIGNED BY: 11432/CSD/Storm/11432\_SEWER PnP LAYOUT\_B.dwg

Scale: 1" = 10' (Plan)  
 Scale: 1" = 4' (Profile)

REVISED





UTILITY PLAN & PROFILE - MONONA GOLF COURSE STORM SEWER	11432
E. DEAN AVE., ALLIS AVE., SETH CIR. & TYLER CIR. RECONSTRUCT 2021	MADISON, WI
M:\DESIGN\Projects\11432\C3D\Storm\11432_SEWER PnP LAYOUT.dwg	
CONTRACT NO:	7838
DESIGNED BY: ##	11432
DATE	4/28/21
REVISION	U-10
DATE	4/28/21
BY	JEO
U-10	



11432  
U-10

REVISED



SECTION E: BIDDERS ACKNOWLEDGEMENT

E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 7838

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 - 2021 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 & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin 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 Bitt  
SIGNATURE

Project Manager  
TITLE, IF ANY

Sworn and subscribed to before me this  
29 day of April, 2021

Janice Ryan  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 10/21/2021  
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7838 – 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

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

Form 8700-294A (R 03/17)

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 S. Webster St., PO Box 7921  
Madison WI 53707-7921  
Phone No. (608) 266-7555 FAX (608) 267-0496  
Website: [dnr.wi.gov/Aid/EIF.html](http://dnr.wi.gov/Aid/EIF.html)

**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/EIF\\_Guide/DBE.html](http://dnr.wi.gov/Aid/documents/EIF/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://wisconsin.dot.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.

<b>Project Information</b>	
Name of Municipality	EIF Project Number
City of Madison	7838 - E Dean Ave, Allis Ave, Seth Circle and Tyler Circle
Name of Prime Contractor	Information Prepared By (Name and Phone or E-Mail Address)
Speedway Sand & Gravel Inc.	Janice Ryan - <a href="mailto:janice@speedwaysg.com">janice@speedwaysg.com</a> 608-836-2980

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	See attached listing with all contacted and results		
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





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 DBE subcontractors<sup>1</sup> 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.

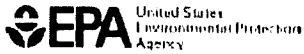
Prime Contractor Name <b>Speedway Sand &amp; Gravel Inc.</b>		Project Name <b>E Dean Ave, Allis Ave, Seth Ci, Tyler Ci</b>	
Bid/ Proposal No. <b>7838</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Janice Ryan</b>	
Address <b>8500 Greenway Blvd Suite 202, Middleton, WI 53562</b>			
Telephone No. <b>608-836-2980</b>		Email Address <b>janice@speedwaysg.com</b>	
Issuing/Funding Entity: <b>City of Madison</b>			

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's Construction & Landscaping	Cambria, WI 920-348-5100 hcjr5100@hotmail.com	\$72,078.60	YES
Gorman Trucking LLC	Hartford WI 414-750-0688 strg226@sbcgobal.net	\$64,900.00	YES
Continue on back if needed			

<sup>1</sup> 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.

<sup>2</sup> 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.

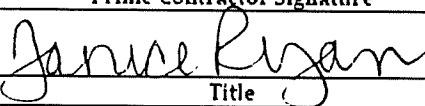
EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



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
	Janice Ryan
Title	Date
Corporate Secretary	April 29, 2021

We are using JR's even through their bid is higher than another non-DBE quote. Copy of comparison and their quotes attached.

We did not get a quote from any fencing companies, so if we are low we could persue down that lane

We will also use Gorman again on this project even though his rate is higher than local trucking.

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)

**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021**

CONTRACT NO. 7838

DATE: 4/29/21

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$8,200.00	\$8,200.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	14.00	\$25.00	\$350.00
10770.0 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	7.00	\$400.00	\$2,800.00
10801.0 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	50.00	\$0.01	\$0.50
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	100.00	\$0.01	\$1.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$153,900.00	\$153,900.00
20101.0 - EXCAVATION CUT - C.Y.	13420.00	\$19.50	\$261,690.00
20130.0 - UNDERDRAIN - L.F.	1350.00	\$15.50	\$20,925.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1500.00	\$4.40	\$6,600.00
20219.0 - BREAKER RUN - TON	2500.00	\$13.60	\$34,000.00
20221.0 - TOPSOIL - S.Y.	13815.00	\$2.55	\$35,228.25
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	215.00	\$1.50	\$322.50
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	90.00	\$2.00	\$180.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	85.00	\$10.00	\$850.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	380.00	\$4.00	\$1,520.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	5000.00	\$2.00	\$10,000.00
20326.0 - REMOVE FENCE - L.F.	60.00	\$12.00	\$720.00
20401.0 - CLEARING - I.D.	410.00	\$18.25	\$7,482.50
20406.0 - GRUBBING - I.D.	490.00	\$18.25	\$8,942.50
20701.0 - TERRACE SEEDING - S.Y.	11417.00	\$1.00	\$11,417.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	11417.00	\$1.80	\$20,550.60
SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	4500.00	\$0.10	\$450.00
30132.0 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) (UNDISTRIBUTED) - L.F.	850.00	\$0.35	\$297.50
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	7700.00	\$16.48	\$126,896.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	550.00	\$24.56	\$13,508.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	50.00	\$38.56	\$1,928.00
30301.0 - 5" CONCRETE SIDEWALK - S.F.	33300.00	\$3.86	\$128,538.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	11500.00	\$5.80	\$66,700.00
30313.0 - CONCRETE STEPS - S.F.	30.00	\$18.00	\$540.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	288.00	\$30.00	\$8,640.00
30453.0 - SPLIT BLOCK RETAINING WALL - S.F.	160.00	\$50.00	\$8,000.00
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	4650.00	\$10.40	\$48,360.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3 - TON	8375.00	\$10.40	\$87,100.00
40201.0 - HMA PAVEMENT 3 LT 58-28 S - TON	1770.00	\$57.90	\$102,483.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	1500.00	\$62.80	\$94,200.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	275.00	\$28.50	\$7,837.50
40401.0 - 8 INCH CONCRETE PAVEMENT - S.Y.	60.00	\$83.00	\$4,980.00
40410.0 - CONCRETE SPEED HUMP - S.Y.	375.00	\$107.40	\$40,275.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	3500.00	\$0.85	\$2,975.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	200.00	\$1.20	\$240.00



E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 7838

DATE: 4/29/21

Speedway Sand & Gravel,  
Inc.

Item	Quantity	Price	Extension
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1000.00	\$9.50	\$9,500.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	115.00	\$22.75	\$2,616.25
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	1.00	\$360.00	\$360.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$290.00	\$290.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	9.00	\$275.00	\$2,475.00
60886.0 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.	222.00	\$3.50	\$777.00
90001.0 - 8 INCH CONCRETE PAVEMENT, TEXTURED & COLORED - S.Y.	24.00	\$118.00	\$2,832.00
90002.0 - TREE ROOT INVESTIGATION - EACH	3.00	\$1,250.00	\$3,750.00
90003.0 - TREE PRUNING (UNDISTRIBUTED) - EACH	6.00	\$200.00	\$1,200.00
90004.0 - REJECT, MOUNTABLE CONCRETE CURB & GUTTER - L.F.	220.00	\$24.80	\$5,456.00
90005.0 - HIGH FRICTION COLORED SURFACE - BIKE LANE GREEN - S.F.	200.00	\$12.50	\$2,500.00
90006.0 - PAVEMENT MARKING EPOXY, SYMBOL, CHEVRON - EACH	12.00	\$135.00	\$1,620.00
20217.0 - CLEAR STONE - TON	725.00	\$15.70	\$11,382.50
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$500.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$725.00	\$1,450.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	6.00	\$725.00	\$4,350.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$6,000.00	\$6,000.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	32.00	\$120.00	\$3,840.00
21017.0 - SILT SOCK (8 IN) - COMPLETE - L.F.	380.00	\$8.00	\$3,040.00
21031.0 - INLET PROTECTION TYPE C (UNDISTRIBUTED) - EACH	5.00	\$125.00	\$625.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	52.00	\$300.00	\$15,600.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	52.00	\$65.00	\$3,380.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	52.00	\$25.00	\$1,300.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	254.00	\$47.67	\$12,108.18
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	239.00	\$47.67	\$11,393.13
50741.0 - TYPE H INLET - EACH	28.00	\$2,220.80	\$62,182.40
20241.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	250.00	\$5.70	\$1,425.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	3.00	\$600.00	\$1,800.00
20313.0 - REMOVE INLET - EACH	2.00	\$500.00	\$1,000.00
20314.0 - REMOVE PIPE (STORM) - L.F.	114.00	\$25.00	\$2,850.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY (STORM) - C.Y.	51.00	\$238.00	\$12,138.00
20336.0 - PIPE PLUG (STORM) (UNDISTRIBUTED) - EACH	2.00	\$350.00	\$700.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	1.00	\$275.00	\$275.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	2400.00	\$1.80	\$4,320.00

**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021**

CONTRACT NO. 7838

DATE: 4/29/21

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
21082.0 - EROSION MATTING, CLASS III, TYPE B - S.Y.	56.00	\$16.00	\$896.00
50201.0 - ROCK EXCAVATION (STORM) - C.Y.	405.00	\$1.00	\$405.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	3129.00	\$0.01	\$31.29
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	50.00	\$40.00	\$2,000.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	132.00	\$63.34	\$8,360.88
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	189.00	\$100.59	\$19,011.51
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	514.00	\$82.85	\$42,584.90
50420.0 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	524.00	\$211.03	\$110,579.72
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	250.00	\$63.34	\$15,835.00
50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	170.00	\$100.59	\$17,100.30
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	351.00	\$74.06	\$25,995.06
50723.0 - 3'X3' STORM SAS - EACH	4.00	\$2,540.00	\$10,160.00
50724.0 - 4'X4' STORM SAS - EACH	8.00	\$4,690.00	\$37,520.00
50726.0 - 6'X6' STORM SAS - EACH	1.00	\$10,390.00	\$10,390.00
50768.0 - TERRACE INLET TYPE 3 - EACH	4.00	\$3,630.00	\$14,520.00
50792.0 - STORM SEWER TAP (UNDISTRIBUTED) - EACH	2.00	\$825.00	\$1,650.00
50793.0 - PRIVATE STORM RECONNECTION TYPE 1 (UNDISTRIBUTED) - EACH	1.00	\$1,675.00	\$1,675.00
50801.0 - UTILITY LINE OPENING (STORM) (UNDISTRIBUTED) - EACH	20.00	\$400.00	\$8,000.00
90020.0 - 27 INCH TYPE I RCP STORM SEWER PIPE OR 30 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	512.00	\$83.18	\$42,588.16
90040.0 - REMOVE AND REPLACE 4' CHAIN LINK FENCE - L.F.	152.00	\$65.00	\$9,880.00
90041.0 - REMOVE, SALVAGE & REINSTALL WOOD FENCE - L.F.	52.00	\$45.00	\$2,340.00
90042.0 - REMOVE AND REPLACE 6' CHAIN LINK FENCE - L.F.	15.00	\$65.00	\$975.00
90043.0 - REMOVE 6' CHAIN LINK FENCE - L.F.	7.00	\$50.00	\$350.00
90044.0 - 2 INLETS COMBINED OVERFLOW STRUCTURE - EACH	1.00	\$7,369.40	\$7,369.40
90045.0 - SAND TRAP REMOVAL - LUMP SUM	1.00	\$500.00	\$500.00
90046.0 - TWIN 3'X4' STRUCTURE - EACH	1.00	\$8,727.00	\$8,727.00
90047.0 - CONSTRUCTION FENCE - L.F.	1130.00	\$6.00	\$6,780.00
90048.0 - 3/8" WASHED STONE - T.F.	256.00	\$11.95	\$3,059.20
90049.0 - DIRECTIONAL DRILLING OF 12" PIPE - L.F.	581.00	\$205.00	\$119,105.00
90050.0 - FINISH GRADING - S.Y.	385.00	\$12.00	\$4,620.00
90051.0 - QUICK GROW SEED MIX - S.Y.	56.00	\$16.00	\$896.00
90052.0 - TEMPORARY STORMWATER MANAGEMENT - LUMP SUM	1.00	\$4,150.00	\$4,150.00
21110.0 - TERRACE RAIN GARDEN - S.F.	3800.00	\$9.00	\$34,200.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	21.00	\$545.00	\$11,445.00
20314.0 - REMOVE PIPE (SANITARY) - L.F.	784.00	\$30.00	\$23,520.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY (SANITARY) - C.Y.	14.00	\$337.00	\$4,718.00
50103.0 - RECONSTRUCT BENCH & FLOWLINE - EACH	2.00	\$1,200.00	\$2,400.00
50201.0 - ROCK EXCAVATION (SANITARY) - C.Y.	630.00	\$1.00	\$630.00

**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021**

CONTRACT NO. 7838  
DATE: 4/29/21

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	5521.00	\$0.01	\$55.21
50301.0 - 8 INCH PVC SEWER PIPE - L.F.	2992.00	\$101.92	\$304,944.64
50302.0 - 10 INCH PVC SEWER PIPE - L.F.	34.00	\$105.79	\$3,596.86
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	711.00	\$113.21	\$80,492.31
50353.0 - SANITARY SEWER LATERAL - L.F.	1515.00	\$38.77	\$58,736.55
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	269.00	\$47.91	\$12,887.79
50356.0 - RECONNECT - EACH	46.00	\$2,573.05	\$118,360.30
50357.0 - RECONNECT - PRESSURE PIPE - EACH	10.00	\$2,923.05	\$29,230.50
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$4,800.00	\$4,800.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	125.00	\$30.00	\$3,750.00
50701.0 - 4' DIA SANITARY SAS - EACH	25.00	\$3,492.50	\$87,312.50
50702.0 - 5' DIA SANITARY SAS - EACH	1.00	\$5,328.10	\$5,328.10
50771.0 - INTERNAL CHIMNEY SEAL - EACH	8.00	\$276.50	\$2,212.00
50783.0 - INSIDE DROP - VF	2.01	\$475.92	\$956.60
50791.0 - SANITARY SEWER TAP - EACH	12.00	\$800.00	\$9,600.00
50201.0 - ROCK EXCAVATION (WATER) - C.Y.	160.00	\$1.00	\$160.00
50801.0 - UTILITY LINE OPENING (WATER) - EACH	5.00	\$400.00	\$2,000.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	200.00	\$95.43	\$19,086.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	900.00	\$108.82	\$97,938.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	2960.00	\$134.16	\$397,113.60
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	10.00	\$2,255.90	\$22,559.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	5.00	\$2,606.75	\$13,033.75
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$3,449.70	\$3,449.70
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	6.00	\$4,192.55	\$25,155.30
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	9.00	\$5,850.85	\$52,657.65
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	45.00	\$3,360.90	\$151,240.50
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	12.00	\$1,501.49	\$18,017.88
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	3.00	\$3,284.28	\$9,852.84
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$1,732.68	\$10,396.08
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$200.00	\$200.00
70090.0 - ABANDON WATER VALVE BOX - EACH	9.00	\$275.00	\$2,475.00
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	30.00	\$120.00	\$3,600.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	5.00	\$275.00	\$1,375.00
70110.0 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$47,000.00	\$47,000.00
70111.0 - FURNISH & INSTALL ANODE - EACH	5.00	\$180.00	\$900.00
<b>147 Items</b>	<b>Totals</b>		<b>\$3,741,604.39</b>



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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. Fahmeyer, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, 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: *James Ryan*  
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](http://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 19th day of May 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 MAY 18, 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:

### **E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 7838**

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 SEVEN HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FOUR AND 39/100 (\$3,741,604.39)** 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)(1), 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.

**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 7838**

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:

[Signature] May 19, 2021  
Date  
Witness

[Signature] May 19, 2021  
Date  
Witness

**SPEEDWAY SAND & GRAVEL, INC.**

Company Name

[Signature] May 19, 2021  
Date  
President PM

[Signature] May 19, 2021  
Date  
Secretary

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 6/7/2021  
Date  
Finance Director

[Signature] 6/7/21  
Date  
Witness

[Signature] 6/7/2021  
Date  
Witness

[Signature] 6-7-2021  
Date  
City Attorney

[Signature] 6/7/2021  
Date  
Mayor

[Signature] June 2, 2021  
Date  
City Clerk

*Manfred Nitzel-Bene*

**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 SEVEN HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FOUR AND 39/100 (\$3,741,604.39) 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:

**E. DEAN AVENUE, ALLIS AVENUE, SETH CIRCLE AND TYLER CIRCLE  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 7838**

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 19th day of May, 2021

Countersigned:

[Signature]  
Witness

[Signature]  
Secretary

SPEEDWAY SAND & GRAVEL, INC.  
Company Name (Principal)

[Signature]  
President PM Seal NA

Approved as to form:

[Signature]  
City Attorney

Fidelity and Deposit Company of Maryland  
Surety Seal

Salary Employee  Commission

By [Signature]  
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.

May 19, 2021  
Date

[Signature]  
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. OUIMET, 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, deposed 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 19th day of May, 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](http://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](http://www.dol.gov/whd)





SECTIONK:DAVIS BACON WAGE RATES

"General Decision Number: WI20210010 04/09/2021

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021

BRWI0001-002 06/01/2020

SECTIONK:DAVIS BACON WAGE RATES  
 CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND  
 VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7
-----		
BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47
-----		
BRWI0002-005 06/01/2020		

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...	\$ 36.68	23.40
-----		
BRWI0003-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
-----		
BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53
-----		
BRWI0006-002 06/01/2020		

SECTIONK:DAVIS BACON WAGE RATES

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

-----  
BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

-----  
BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

-----  
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 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
--	-------	---------

SECTIONK:DAVIS BACON WAGE RATES

BRICKLAYER.....\$ 37.36 24.43

-----  
 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, TREMPPEALEAU, 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

SECTIONK:DAVIS BACON WAGE RATES

CARP0264-003 06/01/2016

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, TREMPLEAU, 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 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

-----  
 ELEC0494-005 06/01/2020

SECTIONK:DAVIS BACON WAGE RATES  
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	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

-----  
 ELECO577-003 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

-----  
 ELECO890-003 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

-----  
 ELECO953-001 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

SECTIONK:DAVIS BACON WAGE RATES

Group 6.....\$ 34.17 23.80

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;

SECTIONK:DAVIS BACON WAGE RATES

self- propelled chip spreader; concrete spreader; finishing 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, day light machine

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.

SECTIONK:DAVIS BACON WAGE RATES

IRON0383-001 06/01/2020

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

SECTIONK: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

SECTIONK:DAVIS BACON WAGE RATES

Group 6.....\$ 26.39 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);

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);

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 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, TREMPEALEAU, 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;

SECTIONK:DAVIS BACON WAGE RATES

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; 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



SECTIONK:DAVIS BACON WAGE RATES  
 (Curb, Sidewalk, and Pavement); Strike Off Man

- 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

-----  
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.

=====  
 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](http://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)).

## SECTIONK: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

SECTIONK:DAVIS BACON WAGE RATES

date for the classifications and rates under that identifier.

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.

=====

END OF GENERAL DECISION"