

Contract Routing Form

printed on: 05/28/2019

ROUTING: Routine

Contract between: Greener Valley Landscaping, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Darbo Neighborhood Kayak/Canoe Access Starkweather Creek 2019

Contract No.: 8276
Enactment No.: RES-19-00402
Dollar Amount: 36,815.00

File No.: 55624
Enactment Date: 05/24/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-28-19	5-28-2019
Director of Civil Rights	5/29/19	5/31/19
<i>removal Waived for CO2</i> Risk Manager	6-3-19	6-3-19
Finance Director	6-3-19	6/10/19 MCR
City Attorney	6-13-19	6-13-19
Mayor	6-13-19	6-14-19

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

Original + 2 Copies

05/28/2019 11:39:47 enjls - Jojo Obrien 266-9721

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency No
 Contract Value: _____
 AA Plan: EXEMPT
 Amendment / Addendum # _____
 Type: POS / Dvtp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 55624 **Version:** 1 **Name:** Awarding Public Works Contract No. 8276, Darbo Neighborhood Kayak/Canoe Access Starkweather Creek 2019.

Type: Resolution **Status:** Passed

File created: 4/26/2019 **In control:** Engineering Division

On agenda: 5/21/2019 **Final action:** 5/21/2019

Enactment date: 5/24/2019 **Enactment #:** RES-19-00402

Title: Awarding Public Works Contract No. 8276, Darbo Neighborhood Kayak/Canoe Access Starkweather Creek 2019. (6th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8276.pdf

Date	Ver.	Action By	Action	Result
5/21/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
5/8/2019	1	BOARD OF PUBLIC WORKS		
4/26/2019	1	Engineering Division	Refer	

FISCAL NOTE PENDING

Acct. No. 62333101-54810-71017 (91223) \$35,000.00
 Acct. No. 84262-54250-00000 (91223) \$1,815.00
 Contingency (of Total Bid) 8%+ 2,945.00
 Sub-Total \$4,760.00
 GRAND TOTAL \$39,760.00

Awarding Public Works Contract No. 8276, Darbo Neighborhood Kayak/Canoe Access Starkweather Creek 2019. (6th AD)

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8276) for itemization of bids.

SOR

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8276
DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK 2019

GREENER VALLEY LANDSCAPING, INC.

\$36,815.00

Acct. No. 62333101-54810-71017 (91223) \$35,000.00

Acct. No. 84262-54250-00000 (91223) \$1,815.00
Contingency (of Total Bid) 8%± 2,945.00
Sub-Total \$4,760.00

GRAND TOTAL \$39,760.00

Jurisdiction: Wisconsin

Demographics

Company Name: Granite Re, Inc. Short Name:
 SBS Company Number: 54219575 NAIC CoCode: 26310 FEIN: 73-1282413
 Domicile Type: Foreign State of Domicile: Oklahoma Country of Domicile: United States
 NAIC Group Number: 7 - FEDERATED MUT GRP Organization Type: Stock Date of Incorporation: 11/13/1986
 Merger Flag: No

Address

Business Address Mailing Address Statutory Home Office Address Main Administrative Office Address
 14001 QUAILBROOK DR 14001 QUAILBROOK DR 14001 QUAILBROOK DR 14001 QUAILBROOK DR
 OKLAHOMA CITY, OK 73134 OKLAHOMA CITY, OK 73134 OKLAHOMA CITY, OK 73134 OKLAHOMA CITY, OK 73134
 United States United States United States United States

Phone, Email, Website

Phone Email Website
 Type Number No results found. No results found.
 Toll Free Phone (800) 440-5953
 Fax Phone (405) 749-6800
 Business Primary Phone (405) 752-2600

Company Type

Company Type: Property and Casualty Status: Active Status Reason: Status Date: 11/14/2001
 Effective Date: 11/14/2001 Legacy State ID: 111641 Expiration Date:
 Issue Date: 11/14/2001 Approval Date: File Date:
 Articles of Incorporation Received: No Article No: COA Number:

Appointments

Show 10 entries Showing 1 to 3 of 28 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casually	01/31/2017	01/10/2019	03/15/2020
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	01/10/2019	03/15/2020
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	01/10/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Surety Insurance	Surety Insurance	11/14/2001

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$36,815.00
CONTRACTOR'S OFFICE COPY

BID OF GREENER VALLEY LANDSCAPING, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2019

CONTRACT NO. 8276

PROJECT NO. 11761

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 21, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2019
CONTRACT NO. 8276**

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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: jeo

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:	DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK 2019
CONTRACT NO.:	8276
SBE GOAL	5%
BID BOND	5%
DBE PRE BID MEETING (1:00 P.M.)	April 19, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 18, 2019
BID SUBMISSION (2:00 P.M.)	April 25, 2019
BID OPEN (2:30 P.M.)	April 25, 2019
PUBLISHED IN WSJ	April 11 & 18, 2019

DBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Any questions about the DBE Program provisions of this project, including filling out the Special Prequalification Report, should be directed to Felicia Jones, Affirmative Action Division Manager, City Civil Rights Department, at 608/266-6510, e-mail fjones@cityofmadison.com.

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

2.1 Prequalification Requirements

A. Purpose

It is the policy of the U. S. Department of Housing and Urban Development that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum feasible opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this contract.

B. DBE Obligation

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum feasible opportunity to participate in the performance of contracts and subcontracts financed under this project. In this regard, all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that DBEs have the maximum feasible opportunity to compete for and perform contracts. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract.

C. DBE Utilization Goal

A DBE goal of five percent (5%) has been assigned to this contract.

Each bidder shall meet or show adequate good faith efforts to meet the DBE project goal. DBE firms may participate as subcontractors, suppliers or in joint ventures. **The bidder shall meet or exceed or demonstrate that it could not meet the goal despite its best efforts or the bid will be considered non-responsive.**

D. DBE Certification

In order to be considered a DBE firm, the firm must be certified by the Wisconsin Unified Certification Program at the time of bid submittal. The DBE Directory is available at the following link:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

E. Definitions And Certification Requirements

For the purposes of this program, a Disadvantaged Business Enterprise (DBE) is a small business concern:

Which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one (51)

percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The Contract Compliance Officer has a list of DBE firms who are certified as meeting these definitions.

F. Good Faith Efforts/Waiver Of DBE Goal

If a bidder finds it impossible to fully meet the DBE goal of a contract, the bid shall include a signed petition on the bidder's letterhead, for grant of relief from the DBE goal requirements, **accompanied by documentation demonstrating that all reasonable good faith efforts were made toward fulfilling the goal. See Appendix C.5 which must be completed for all Good Faith Efforts Waiver Requests.**

To demonstrate sufficient reasonable efforts to meet the DBE contract goal, a bidder shall document as stated in Appendix C.5 the steps it has taken to obtain DBE participation, including but not limited to the following:

1. Obtaining information about DBEs in specific subcontracting areas by:
 - a. Developing and maintaining the Contractor's own file of certified DBEs;
 - b. Consulting the list of certified DBEs from the Wisconsin Unified Certification Program Directory.
 - c. If necessary, assisting an uncertified firm to obtain certification by the City of Madison Department of Civil Rights. The Civil Rights Department will provide the necessary forms at the bidder's request.
2. Contacting DBEs sufficiently in advance of the bid deadline so that they can prepare a bid and engage in negotiations:
 - a. Advertising in general circulation media, trade association publications, and minority-focus media for at least twenty (20) calendar days before bids are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable, and
 - b. Written notification to DBEs that their interest in the contract is solicited.
3. Selecting portions of the work, to be performed by DBEs to increase the likelihood of achieving the DBE project goal.
4. Negotiating directly with DBEs, including DBEs who contact the bidder to volunteer a quote for participating as a subcontractor/subconsultant.
5. Outlining efforts to negotiate with DBEs for specific sub-bids including at a minimum the names, addresses, and telephone numbers of DBEs that were contracted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and a statement of why additional agreements with DBEs were not reached:
 - a. If the DBE is unavailable, a detailed statement from the bidder of the reasons for that conclusion;
 - b. If the bidder considers the DBE to be unqualified, a detailed statement of the reasons for

that conclusion;

- c. If the DBE refused to or was unable to offer a price which the bidder could reasonably agree to pay, a detailed statement of the reasons for that decision; and
 - d. Any other reasons why agreements with DBEs could not be reached.
6. Efforts made to assist the DBEs contacted with needed assistance in obtaining bonding or insurance required by the bidder or the City.
 7. Attendance at the pre-bid conference is not mandatory, but it is recommended.

Bidders that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.

A bidder will not be considered to have made a good faith effort to meet the DBE project goal if he or she rejects the bid of an otherwise qualified and competent DBE on the basis of price alone, unless it is shown that no reasonable price can be obtained from a DBE. A DBE's bid for the subcontract will be presumed to be unreasonable if the DBE's price exceeds the average price quoted by more than five (5) percent.

8. If a bidder's Good Faith Efforts Waiver is denied by the Department of Civil Rights, the bidder may exercise its appeal rights and submit a written request to the Department of Civil Rights for a reconsideration hearing as provided in Appendix C.6.

G. Counting DBE Participation

A bidder may count towards his or her attainment of the DBE goal only those expenditures to DBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the DBE goal, the contract participation by a DBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all amendments, modifications and change orders.

Work performed by a DBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. As provided in Section 26.55 (c) (1) a DBE performs a commercially useful function if the DBE firm in accordance with industry practices performs a useful role in the transaction. Under Section 26.55 (c)(2) a DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project to enable a prime contractor to pass through funds in order to obtain the appearance of DBE participation. If, in the City's judgment, the firm does not perform a commercially useful function in the transaction, no credit towards goals may be awarded, and the firm's participation cannot be counted towards the attainment of the DBE Goal.

It should be noted that the question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible DBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's DBE Program.

The City of Madison will determine whether or not a firm is performing a commercially useful function on a project. If the commercially useful function is that of a dealer, then the City of Madison, in accordance with Section 26.55(e) (2)(i) may count 60% of the value of the product supplied towards the DBE goal.

As provided in Section 26.55 (e)(2)(ii) a regular dealer must be engaged in selling the product in question to the public and must be in regular trade with a variety of customers. This is an important distinguishing characteristic which defines whether or not a firm is acting as a regular

dealer. If a firm performs supplier-like functions on an ad-hoc basis or for only one or two contractors with whom it has a special relationship, the firm will not be performing commercially useful function since it is not considered a regular dealer.

Section 26.55(e)(2)(ii)(A) allows a supplier of bulk goods to qualify as a regular dealer without owning, operating or maintaining a place of business if the supplier both owns and operates distribution equipment for the products. With respect to the distribution equipment; e. g., a fleet of trucks, the term "and operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business through a long-term lease agreement and not on an ad-hoc basis by simply providing drivers for trucks owned or leased by another party; e. g., a prime contractor, or leases such a party's trucks on an ad-hoc basis for a specific job.

If the commercially useful function being performed is not that of a regular dealer, but rather that of delivery of products, for example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the City of Madison, or a firm that puts a product into a container for delivery, or a firm that expedites transactions would not be considered a regular dealer under provisions of Section 26.55(e)(2)(ii) (C).

Section 26.55 (e)(3) concerns the use of services that help the City of Madison obtain needed supplies, personnel, materials or equipment to perform a portion of the contract. If a DBE is acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fee received by the service provider could be counted toward goals. For example, use of a minority sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the City of Madison receiving the steel to count only the fee paid to the representative or distributor toward the goal.

A similar provision contained in Section 26.55 (a)(2) would also govern fees for professional, technical, managerial and other services obtained expressly and solely to perform work relating to a specific contract or program function such as procurement of personnel. The counting rules of 49 CFR Part 26.55 (a)(2) would apply and only the commission will be counted towards the DBE goal.

Section 26.55 (a)(2) requires the application of the same principle to bonding and insurance matters. Contractors often are required to obtain bonding and insurance concerning their work in USDOT-assisted contracts. When a contractor obtains a bond or an insurance policy from a DBE agent, the amount allowable toward goals is not any portion of the face value of the policy or bond or the total premium, but rather the fee received by the agent for selling the bond or insurance policy.

Section 26.55(d) concerns credit for participation by trucking firms and management of transportation services. If a DBE trucking company picks up a product from a manufacturer or regular dealer and delivers the product to the City of Madison, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a regular dealer in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that works in USDOT/FTA financially assisted programs. In administering 49 CFR Part 26, the City will, on a case-by-case basis, determine the appropriate regulatory provision to apply in a particular situation.

H. The Special Prequalification Report

The Special Prequalification Report is located in Appendix C and consists of the following:

C.1 Cover page

C.2 DBE Utilization Report (Please prepare one report for each DBE utilized)

C.3 Letter of intent to subcontract with a DBE

C.4 Certification of lower tier participants.

C.5 Good Faith Efforts Waiver Request

C.6 Good Faith Efforts Denial Reconsideration Request

Information to be provided in Appendix C

C.1 Cover Page the Bidder should affirm whether or not the assigned DBE Goal will be met.

C.2 DBE Utilization Report the bidder should list **for each DBE firm**, the information provided to the DBE, the type of work, and the percentage of the bid that will be performed by the DBE.

C.3. Letter of Intent to Subcontract with a DBE. This form should contain information on the value of the work to be performed by each DBE.

C.4. Certification of lower tier participants. Complete this form if using lower tier Participants.

C.5. Good Faith Efforts Waiver. Complete this form to request a good faith efforts waiver request if (1) you have partially met the goal or (2) if you have not met the goal. At a minimum the bidder should include the following as provided in Appendix C.5. :

1. A description of the information provided to each DBE regarding the plans and specifications for portions of the work to be performed;
2. If the DBE is unavailable, a detailed statement from the bidder for the reasons for that conclusion;
3. If the bidder considers the DBE to be unqualified, a detailed statement of the reasons for that conclusion;
4. If the DBE refused to or was unable to offer a price which the bidder could reasonably agree to pay, a statement of reasons for that decision. Be specific.
5. Any other reasons why agreements with DBEs could not be reached; and
6. Other good faith efforts.

C.6 Appeal Procedure for denial of Good Faith Efforts Waiver .

In accordance with Section 26.53 (f) a Bidder whose request for a Good Faiths Efforts Waiver is denied may appeal the City's decision to the Department of Civil Rights, Affirmative Action Division Manager, Madison City County Building, Room 523, Madison, WI 53701. All appeals shall be filed, in writing, during normal working hours. See Appendix C.6.

I. DBE Award Notification

Whenever a prime Contractor is awarded a contract by the City of Madison, the DBE subcontractor will be notified in writing by the DBE Liaison Officer that a contract has been awarded in which they were identified as a DBE subcontractor. A copy of the Letter of Notification will also be sent to the prime Contractor and the Transit General Manager.

2.2 Requirements of a Successful Bidder

A. DBE Substitutions

Arbitrary changes by the Contractor of DBEs identified in his or her bid is strictly prohibited. Further, without prior approval by the DBE Liaison Officer, the Contractor may not terminate a subcontract agreement, reduce the scope of work nor decrease the proposed price to the DBE.

In instances where the Contractor finds it necessary to request substitution of a DBE for reasons such as default on the part of the DBE or poor work performance, the Contractor shall submit, in writing, to the DBE Liaison Officer, the reasons justifying release of prior approved DBEs and receive approval from the City of such change prior to subcontracting with another certified DBE.

The Contractor's notification shall, follow prior notice to the DBE proposed for termination (with a copy to the DBE Liaison Officer) including the specific reasons for the proposed substitution and in accordance with 49 CFR § 26.53(f). Stated reasons which would be acceptable include any of the following examples:

1. A previously committed DBE was found not to be able to perform;
2. A committed DBE was found not to be able to produce acceptable work;
3. A committed DBE was later discovered not to be bona fide; and
4. A DBE previously committed to a given price later demands an unreasonable escalation of price.

The Contractor's position in these cases shall be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include:

1. A replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor;
2. Issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and
3. DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances; i. e., change in scope of DBE's work.

The Contractor's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontractor. The same DBE affidavits, documents, and Letter of Intent which are required of bidders should be attached.

The DBE Liaison Officer will evaluate the submitted documentation and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. The response may also be in the form of a rejection of the proposed DBE substitution with the reasons therefore included in the City's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

Actual substitution of a DBE to fulfill contract requirements should not be made prior to City approval. Once notified of City approval, the substitute DBE subcontract shall be executed within five (5) working days, and a copy of the DBE subcontract, with signatures of both parties to the agreement, should be submitted to the DBE Liaison Officer.

The City will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with DBE contract requirements.

In the case where an enterprise under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward the DBE goals fully as planned, the City will consider the following criteria in evaluating a waiver request:

1. Whether the Contractor was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated, and
2. The adequacy of unsuccessful efforts taken to obtain a substitute DBE.

B. Contract Monitoring

To ensure DBE compliance on all contracts regardless of dollar amount, the DBE Liaison Officer will contact the Contractor and the DBE subcontractor when the project reaches the 50% mark of completion. The Contractor will receive a request for status of DBE subcontractor payment. The request will identify the names of DBEs proposed by the Contractor, the proposed goods or services the DBE subcontractor was to provide and the proposed subcontracted DBE dollar amount. The Contractor will be requested to supply, within ten (10) working days, proof of payment for each of the DBEs listed in order to verify the year-to-day DBE participation.

The DBE subcontractor will be requested to provide an affidavit for DBE subcontractor participation/payment attesting to the work performed and the amount paid to date to the subcontractor.

C. Non-Compliance And Liquidated Damages

The City shall have the discretion to apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Failure to comply with the DBE terms of a contract or failure to use DBEs as stated in the Contractor's bid constitutes a material breach of this contract, and may lead to the suspension or termination of this contract in whole or in part; furthermore, continued eligibility to enter into future contracting arrangements with the City of Madison may be jeopardized as a result of non-compliance. In some cases, monthly progress payments may be withheld until corrective action is taken.

Therefore, in such cases of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows: for each one (1) percent (or fraction thereof) of shortfall toward the DBE goal, one (1) percent of the base bid for this contract shall be surrendered by the Contractor to the City in payment as liquidated damages, if such damages are assessed.

When work is completed, in the event that the City has determined that the Contractor was not in compliance in the fulfillment of the required DBE goals, and a grant of relief of the requirements was not obtained, the City will thereby be damaged in the failure to provide the benefit of participation to DBEs to the degree set forth in the contract.

D. Opportunities For The Use Of Banks Owned & Controlled By DBEs

The City of Madison encourages its prime contractors to use banks owned and controlled by minorities and women in Wisconsin whenever feasible.

E. Prompt Payment Requirement

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Madison, as provided for in 49 CFR Part Section 26.29. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

SECTION D: SPECIAL PROVISIONS

DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK 2019 CONTRACT NO. 8276

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 102.10 MINIMUM RATE OF WAGE SCALE

In addition to the requirements in Article 102 of the Standard Specifications, during the performance of this agreement, the Contractor agrees to comply with all applicable provisions of the DAVIS-BACON ACT (29 C.F.R. PART 5). The City of Madison will be utilizing Federal Funds for this project. Because of this additional terms and conditions will apply. See the attached Additional Federal Requirements Attachment and Federal Wage Decision. Note that the Wage Decision is subject to change and does not lock in until the bid's due date.

SECTION 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 \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

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 23, 2019**. 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 22, 2019**.

SECTION 104: SCOPE OF WORK

Work under this contract shall construct a kayak launch double railing slide on the east bank of Starkweather Creek where Union Ave intersects Clyde Gallagher Ave, and kayak launch steps on the west bank of Starkweather Creek just north of where Worthington Ave intersects Clyde Gallagher Ave.

SECTION 105.12 COOPERATION OF CONTRACTOR SECTION

The Contractor shall be prepared to secure their work site, and to the extent practicable, deter pedestrians from entering the work area. The Contractor shall clearly and securely delineate the work area with temporary fencing, blockades, or other appropriate materials. The Contractor shall secure the area with fencing if necessary. The Contractor shall secure the swing radius of any equipment in a manner that prohibits pedestrians from crossing into that radius. All costs associated with the securing of the site shall be included in the Mobilization bid items except for the temporary fencing which will be paid under Bid Item 90031.

Engineering maintenance activities may occur throughout the duration of the contract. The Contractor shall accommodate mowing, invasive management, trash pickup, and other maintenance activities.

The Contractor shall use care around all existing trees, plantings, fences, walls, steps and curb and gutter. Any items not specifically called out for removal are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the Greenway Vegetation Coordinator; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall take all necessary measures to protect the decorative pavement markings within and around the intersection of Clyde Gallagher Ave and Union St. Protection of pavement markings shall include but is not limited to: use of rubber tire vehicles and equipment and covering the markings as necessary while tracking over the area. Any damage to the markings caused by the Contractor shall be repaired at the Contractor's expense.

The Contractor shall minimize disturbance of planted areas along the creek. If the disturbed area is deemed excessive by the Engineer, the Contractor shall restore the area at the Contractor's expense. Estimated disturbance limits are shown on Sheets 2 and 3 of the plan set.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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.

The Traffic Control Plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may 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. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control shall be considered full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices. Maintaining shall include replacing damaged or stolen traffic control devices.

Maintain two-way traffic on Clyde Gallagher Ave. at all times. A minimum pavement width of 22 ft. shall be provided for two-way traffic. The Contractor may remove parking on Clyde Gallagher from Worthington Ave. up to 200 ft. north of Worthington Ave. The Contractor may also remove parking 200 ft of parking on the south side of Union St. Contact City of Madison Parking Utility to coordinate posting of "No Parking" signs at 608-266-4761 a minimum of 1 week prior to posting.

The Contractor shall maintain access on the bike path at all times. When necessary for construction activities, the Contractor shall use flag persons to direct traffic (motor vehicle, bicycles and pedestrians).

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Emergency vehicle access shall be maintained at all times. Maintain existing sidewalks and crosswalks at all times.

Construction equipment or materials shall not 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.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of this design is to prevent damage to shoreline trees. It is not expected that the grading operations will necessitate root cutting of some trees. However, with 2" caliper trees nearby both sites, care shall be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of Engineering's Greenway Vegetation Coordinator. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by the Engineering Greenway Vegetation Coordinator.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator if requested by the Project Engineer or Construction Engineer. Temporary fencing shall be placed around the tree.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

The City does not anticipate any roots greater than (1) inch diameter will be encountered. Any roots cut less than (1) inch diameter will not be paid.

Fencing used to protect trees will be paid separately in Bid Item 90031, and everything else will be incidental to Mobilization, Bid Item 10911.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Greenway Vegetation Coordinator
Maddie Dumas
(608) 266-9525
MDumas2@cityofmadison.com

SECTION 108.2: PERMITS

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

- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit – See Attached Permit Conditions
- City of Madison Erosion Control and Stormwater Management Permit

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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

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

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

SECTION 109.2: PROSECUTION OF THE WORK

The anticipated start work date may be as early as **June 17, 2019** or a mutually agreed on date by the City and the Contractor. The completion date shall be **September 13, 2019**. The City anticipates the Contractor will need two weeks to complete the project. The Contractor shall not disturb the shoreline at a site until all materials are obtained to complete the work at that site. Once a site is disturbed, all work shall be completed without interruption, with the exception of rain days. Work shall begin only after the start work letter is received. The Contractor shall establish a mutually acceptable start of work date with Project Engineer at least 2 week before the start date.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

The Contractor shall submit final invoice for all work by **September 13, 2019**.

BID ITEM 10911: MOBILIZATION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to mobilize for the construction of both canoe/kayak launches. This includes transporting personnel and equipment to the site. Mobilization will be paid for each location. Mobilization shall be completed in accordance with Article 109.14 of the Standard Specifications.

Work under this bid item shall also include completing measures required to protect existing facilities, including existing curb and gutter, paths, sidewalks, native plantings, tree and other features. The Contractor shall take all necessary precautions to protect curb and gutter, paths, and sidewalks when

they intersect with construction access routes. If damage occurs to these facilities, they shall be repaired at no cost to the City. The Construction Engineer will make the final determination as to what facilities shall be replaced due to construction damage.

METHOD OF MEASUREMENT

Mobilization shall be measured for Each site mobilization and for all work, materials, equipment, and incidentals necessary to complete the work as described above.

BASIS OF PAYMENT

Mobilization shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to complete the work as described in this bid item.

BID ITEM 21013: STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical, or if preferred, manual, 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. The Contractor shall use a vacuum sweeper or sweeper with collector attachment for mechanical sweeping. 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.

METHOD OF MEASUREMENT

Street sweeping shall be paid as a Lump Sum per site.

BASIS OF PAYMENT

Street sweeping shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to complete the work as described in this bid item.

BID ITEM 90031: CONSTRUCTION FENCING

DESCRIPTION

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

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until seeded areas are acceptably stabilized.

This item includes construction fencing placed as tree protection fencing. Each tree within the disturbance limits shall be enclosed in a 7 foot diameter construction fencing perimeter.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90032: KAYAK LAUNCH DOUBLE RAILING SLIDE

DESCRIPTION

Work completed as part of this bid item shall consist of purchasing, transporting, and welding and installing a double railing that shall be used to slide kayaks and canoes from the top of the bank into Starkweather Creek at varying water levels. Railing locations are shown in the plans. Elevation details are shown on Sheet 3.

MATERIALS

SCHEDULE 40 STAINLESS STEEL PIPE:

Contractor shall use schedule 40 stainless steel pipe or Project Engineer approved equivalent. The railing shall consist of two level, parallel pipes, placed 18" apart. The railings shall be 2.5 inch nominal diameter, and the posts shall be 3 inch nominal diameter. All bolts used to connect 3 inch to 2.5 inch pipes shall also be stainless steel.

RIPRAP:

All materials, equipment, labor, and incidentals necessary to purchase and move stone in an ordered and tidy manner, shall be included in the cost of this project. It is estimated that 1.6 tons are needed.

Riprap shall be glacial field stone and conform to Section 212.2(a) Light Riprap. Material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted.

Estimated quantities are:

- .9 Cubic yards

If the Contractor disturbs existing shoreline riprap during installation, the riprap shall be removed, any damaged filter fabric shall be removed and replaced, and riprap shall be reset. The City does not anticipate shoreline disturbance with the Kayak Launch Double Railing Slide installation.

CONSTRUCTION METHODS

All posts shall be driven a minimum of 5 feet into the ground. At the top of bank, the railing shall be flat, or parallel to the water level, for 4'. The railing shall then angle towards the creek as shown on the plans.

Riprap shall be placed 1 foot radius around each of the four posts closest to Starkweather Creek after the posts have been installed.

Geotextile filter fabric is not required beneath riprap at post locations.

METHOD OF MEASUREMENT

This item will be measured as a Lump Sum acceptably completed.

BASIS OF PAYMENT

This work, measured as provided, will be paid for at the contract unit price acceptably installed under the item Kayak Launch Double Railing Slide. Payment is full compensation for provision, and installation of the slides, including any necessary dewatering, backfilling and disposal of surplus material; for selecting, transporting and installing the pipe and riprap; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 90033: KAYAK LAUNCH STEPS

DESCRIPTION

Work completed as part of this bid item shall consist of purchasing, transporting, and placing limestone steps on a crushed stone bed, underlain with Geotextile Fabric along the east bank of Starkweather Creek north of the Worthington Ave and Clyde Gallagher intersection. Limestone step location is shown on Sheet 1 and defined on Sheet 2. The finished steps should be 5' in length, as measured along the streambank, not including the rock riprap.

MATERIALS

GEOTEXTILE FABRIC TYPE HR:

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Provision and placement of filter fabric shall be included in this bid item.

Estimated quantities are:

- Geotextile Filter Fabric, Type HR: 20 square yards

CLEAR STONE:

The Contractor shall import sufficient 1-inch clear stone to place a minimum of 2 foot of clear stone beneath and behind all stone steps. Up to 3-inch clear stone may be used below the Ordinary High Water Mark (OHWM). Imported clear stone shall comply with Standard Specifications Article 202 of the standard specifications. It is estimated that 5.7 cubic yards of clear stone will be needed.

Estimated quantities are:

- Clear Stone: 10.9 tons

CUT LIMESTONE:

All materials, equipment, labor, and incidentals necessary to purchase and move stone in an ordered and tidy manner, shall be included in the cost of this project. The Contractor shall purchase Beaver Creek limestone steps from Halquist stone, or an equal approved by the Project Engineer.

Stones shall meet the following specifications:

- Height: 6" to 8"
- Depth: 60"
- Length: 24"
- Snapped/natural on front, top and bottom
- Sawed or snapped on two 24" sides and back

- Water Absorption (ASTM C97): 0.66%
- Density (ASTM C97): 173 pcf
- Modulus of Rupture (ASTM C99): 1450 psi
- Compressive Strength w/ Rift (ASTM C170): 26,260 psi
- Compressive Strength across Rift: 34,000 psi

Estimated quantities are:

- Cut Limestones: 10 stones
- Approximate weight~ 865 lb

Halquist Contact Information:
 Ryan Bartsch
 Halquist Stone Company, Inc
ryanb@halquiststone.com
 (262) 346-9000 x175
 (262) 488-9004

RIPRAP:

All materials, equipment, labor, and incidentals necessary to purchase and move stone in an ordered and tidy manner, shall be included in the cost of this project. It is estimated that 10.3 tons are needed.

Riprap shall be glacial field stone and conform to Section 212.2(a) Light Riprap. Material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted. Riprap salvaged from the limestone step location is suitable for reuse.

Estimated quantities are:

- 6 Cubic yards

CONSTRUCTION METHODS

LAYOUT:

The Contractor shall lay out the work and provide any survey control as needed for control of the work beyond the initial stakeout by City.

PREPARATION OF FOUNDATION:

Excavate as necessary to provide the minimum depth of clear stone bedding as shown on details. The bed for the cut limestone shall be properly trimmed and shaped.

Excavated material shall become the property of the Contractor. Material shall be appropriately transported to a location of the Contractor's choosing.

DEWATERING:

The water level in Starkweather Creek, if not drawn down, will be above the elevation of the bottom of the cut stone footings. Contractor may find it necessary to exclude water from the excavation by means of sandbags and pumping, or other methods. This work will be considered Type 1 Dewatering in accordance with City Standard Specifications and the cost of any such dewatering, including the required DNR permit, shall be considered included in this bid item, with no additional compensation regardless of creek level. The lake level in the plans does not represent anticipated lake level during construction.

Fluctuation in water level shall not result in further compensation from the City.

LIMESTONE INSTALLATION:

The Contractor shall place stones with their long edge parallel to the flow of the creek, as shown on the plans. Each successive steps shall be offset from the alignment by 3 inches. Any costs associated with working the stone to accommodate placement shall be included in this bid item.

RIPRAP INSTALLATION:

Riprap shall be used to fill in any area between the edge of the limestone steps and the existing riprap along the creek bank as well to connect the steps to the existing bank. Riprap shall be placed 3 feet wide along each edge of the steps. The riprap shall be placed so that it is in line with the front edge of the limestone steps, as seen in the plans.

GEOTEXTILE INSTALLATION:

Geotextile filter fabric shall be placed beneath the clear stone foundation and beneath the riprap adjacent to the limestone steps. Fabric shall be placed in a manner that prevents fabric from being visible beyond the stone edges.

METHOD OF MEASUREMENT

This item will be measured as a Lump Sum acceptably completed.

BASIS OF PAYMENT

This work, measured as provided, will be paid for at the contract unit price acceptably installed under the item Kayak Launch Steps. Payment is full compensation for excavation and preparation of the bed, including dewatering, backfilling and disposal of surplus material; furnishing and placing Geotextile Fabric Type HR; for furnishing and placing clear stone; for purchasing, transporting, minor shaping and placing limestone; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.



REPLY TO ATTENTION OF
REGULATORY BRANCH

DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

November 21, 2017

Regulatory File No. 2017-03887-KJH

Robert Phillips
City of Madison Engineering
210 Martin Luther King Jr. Blvd., Room 115
Madison, Wisconsin 53703

Dear Mr. Phillips:

We have reviewed information about a proposed project of the City of Madison to discharge fill material into approximately 180 square feet of Starkweather Creek for the construction of a canoe/kayak launch (WDNR Number: IP-SC-2017-13-03987). The project site is in Section 5, Township 7 North, Range 10 East, in Dane County, Wisconsin.

The work that you describe appears to fit the general activity information described in Department of the Army GP-02-WI Permit (DA permit) for Minor Fills (Category 1.a.13). Based on the information submitted to our agency, it appears that no application or notification to the St. Paul District Corps of Engineers (Corps) is required for your project.

This letter is not a verification of DA permit eligibility, but an indication that your project may meet the requirements for DA permit eligibility. It is your responsibility to ensure that the work proposed will meet all applicable terms and conditions of the DA permit before starting work. A full list of applicable terms and conditions for eligibility may be found by visiting our website at <http://www.mvp.usace.army.mil/Missions/Regulatory.aspx>. If you prefer we mail you a copy of the applicable terms and conditions, please contact us at 1-800-290-5847, extension 5525.

We did not determine whether the wetlands or other waters on the site are subject to Corps jurisdiction. You may request a jurisdictional determination from the Corps contact indicated below. It is not necessary to request a jurisdictional determination from the Corps if you do not object to the DA permit compliance requirements described above.

If you have any questions or, if after reviewing the DA permit terms and conditions, you believe your proposed project requires specific written authorization from our agency, please contact Kerrie J. Hauser in our La Crescent office at (651) 290-5903 or Kerrie.j.hauser@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,
Kerrie J. Hauser
Project Manager

cc: WDNR, Wendy Peich Water Management Specialist
City of Madison, Jojo O'Brien



January 29, 2018

IP-SC-2017-13-03987

City of Madison Engineering
Robert Phillips
210 Martin Luther King Jr. Blvd Rm 115
Madison, WI 53703

Dear Mr. Phillips:

The Department of Natural Resources has completed its review of your application for a permit to place a structure on the bed of Starkweather Creek, in the City of Madison, Dane County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.

Sincerely,

Wendy Peich

Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers
Dane County Zoning Administrator
Contractor
Consultant

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Miscellaneous structure PERMIT
IP-SC-2017-13-03987**

The City of Madison is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to place a structure on the bed of Starkweather Creek, in the City of Madison, Dane County, also described as being in the SE1/4 of the NW1/4 of Section 5, Township 7 North, Range 10 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 01/29/2021. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days.**

FINDINGS OF FACT

1. The City of Madison has filed an application for a permit to place a structure on the bed of Starkweather Creek, in the City of Madison, Dane County, also described as being in the SE1/4 of the NW1/4 of Section 5, Township 7 North, Range 10 East.
2. The Darbo Neighborhood Canoe/Kayak access project will involve placing a 12' section of dolomitic limestone steps into the water to provide a stepped access point to Starkweather

Creek. Based on accessibility, the Engineering Division proposes to place the access steps between Union St and Hermina St along Starkweather Creek pending community input. The community has requested access to the creek as a part of a neighborhood revitalization plan and elected this section of creek to be a focal point. The City has been working to improve the native vegetation of the banks of Starkweather Creek in this section since the 2008 bike path, creek and utility reconstruction project. The limestone steps will be supported by riprap on either side to allow a smooth transition from the vegetated banks to the steps. Approximately 20' linear feet of shoreline will be impacted during the replacement.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Starkweather Creek is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of sections 30.12(3m), Wisconsin Statutes and Chapters NR 102, 103 and 329 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The structure or deposit will not materially obstruct navigation, will not be detrimental to the public interest and will not materially reduce the flood flow capacity of a stream.

10. The activity will not cause environmental pollution as defined in s. 299.01(4).

11. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;

3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on 01/29/2018.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____
Wendy Peich
Water Management Specialist

Turbidity Barrier

(1069)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A temporary fabric barrier with very low permeability, installed in or near the bed of a waterway or waterbody to minimize sediment transport and is installed parallel to flow. Turbidity barrier cannot be installed perpendicular to a moving channel.

II. Purposes

The purpose of this practice is to provide sediment containment while construction activities are occurring in or directly adjacent to a waterway or waterbody.

III. Conditions Where Practice Applies

This practice applies where construction activities intrude or are directly adjacent to a waterway or waterbody. This includes but is not limited to bridge construction, rip rap placement, utility work, streambank restoration, boat launches and dredging.

Use turbidity barriers in conditions with fine soils and flow velocities not exceeding 5 feet per second, unless additional reinforcement is installed.

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of turbidity barriers. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. **Installation** – Details of construction not listed in the text shall conform to the pertinent requirements of Figures 1 and 2.

1. The barrier shall be installed before construction activities are initiated in, or

adjacent to the waterway or waterbody. Install the turbidity barrier as close to the construction as practical. The barrier shall remain in place and be maintained until the construction activity is completed and the disturbed area *stabilized*¹.

2. The ends of the barrier shall be securely anchored and keyed into the shoreline to fully enclose the area where sediment may enter the water.
3. Driven steel posts shall be used to hold the barrier in position. The maximum spacing between posts shall be 10 feet. When barrier height exceeds 8 feet, post spacing may need to be decreased.

When bedrock prevents the installation of posts, float devices may be used. Flotation devices shall be flexible, buoyant units contained in an individual flotation sleeve or collar attached to the turbidity barrier. Use solid expanded polystyrene logs or equivalent having a 49 square inch minimum end area. Do not use polystyrene beads or chips. Buoyancy provided by the flotation devices shall be sufficient to support the weight of the turbidity barrier and maintain a freeboard of at least three inches above the water surface. Refer to Figure 1.

4. The barrier and steel posts shall extend from the bottom of the waterway or waterbody to an elevation 2 feet above the anticipated high water level during the time of year and duration the barrier will be in place. The elevation shall not exceed the top of bank.
5. Ballast shall be used to hold the barrier in a vertical position. Bottom load lines shall consist of a chain incorporated into the bottom hem of the screen, of sufficient weight to serve as ballast to hold the screen in a vertical position. Additional anchorage shall be provided if necessary.

¹ Words in the standard that are shown in italics are described in X. Definitions. The words are italicized the first time they are used in the text.

6. Danger buoys shall be used as directed by the Coast Guard or DNR permit when working in navigable waters.
7. Turbidity barriers shall be installed parallel to the direction of flow and shall not be installed across channels.

B. Material

1. Reusable components of the turbidity barrier system shall be clean and free of potential exotic species. Fabric cannot be reused.
2. Top load lines shall consist of 5/16 inch steel cable.
3. Fabric shall be selected according to the specifications in Table 1.

Table 1

Requirement	Method	Value
Min. grab tensile strength	ASTM D 4632	200 lb (890 N)
Min. puncture strength	ASTM D 4833	90 lb (400 N)
Maximum permeability	ASTM D 4491	$\leq 1 \times 10^{-7}$ cm/s
Min. ultraviolet stability	ASTM D 4355	70%

Source: WisDOT Spec 628.2.10.

VI. Considerations

- A. The 5 feet per second flow velocity specified in Section III can be the base flow of the stream or the base flow plus the addition of storm event runoff. Base flow can be used alone for short term projects (typically one day duration, i.e. culvert installation) when the chance of precipitation is low. Longer term projects (i.e. bridge work) should consider storm flow in addition to base flow (typically the two year event).
- B. If the current exceeds 5 feet per second, other methods to divert flow away from the turbidity barrier such as temporary concrete traffic barriers, coffer dams, pumping, or sheet piling should be considered.
- C. Sediment that has been settled out by the turbidity barrier should only be removed if so directed by the regulatory authority because re-

suspension of sediment will likely occur during the removal process. Use of polymers may help prevent resuspension of sediment. See WDNR Technical Standard 1051 Sediment Control Water Application of Polymers for further guidance.

- D. Turbidity barriers are meant to manage sediment in the waterbody. The best way to prevent sediment from entering the waterbody is through the implementation of effective upland erosion control, stopping sediment transport at its source.
- E. Turbidity barriers should not be used to reduce the conveyance capacity of the channel. An example is use on bridge projects where the turbidity barrier is installed adjacent to each abutment simultaneously.
- F. Turbidity barriers may be installed on the banks of a waterway or waterbody if higher water levels are anticipated during construction.

VII. Plans and Specifications

Plans and specifications for installing a turbidity barrier shall be in keeping with this standard and attached detail drawing and shall describe the requirements for applying the practice to achieve its intended purpose:

- A. Location of turbidity barrier.
- B. Material specification conforming to standard.
- C. All plans, standard detail drawings, or specifications shall include schedule sequence or notes for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Turbidity barriers shall be inspected daily and repaired if necessary.
- B. Turbidity barriers shall not be removed until the water behind the barrier has equal or greater clarity than the waterway or waterbody.
- C. Care shall be taken when removing the barrier to minimize the release or re-suspension of accumulated sediment.
- D. To prevent the spread of exotic species turbidity barriers shall not be reused on other sites. Buoys

and chains can be reused but shall be either disinfected with vinegar or cleaned with hot water greater than 104 deg. F then allowed to completely dry for a minimum period of five days. If there are any questions about the occurrence of zebra mussels, Eurasian water-milfoil, or other aquatic invasive species in a waterbody that you are working in, or intend to work in, contact your local DNR staff.

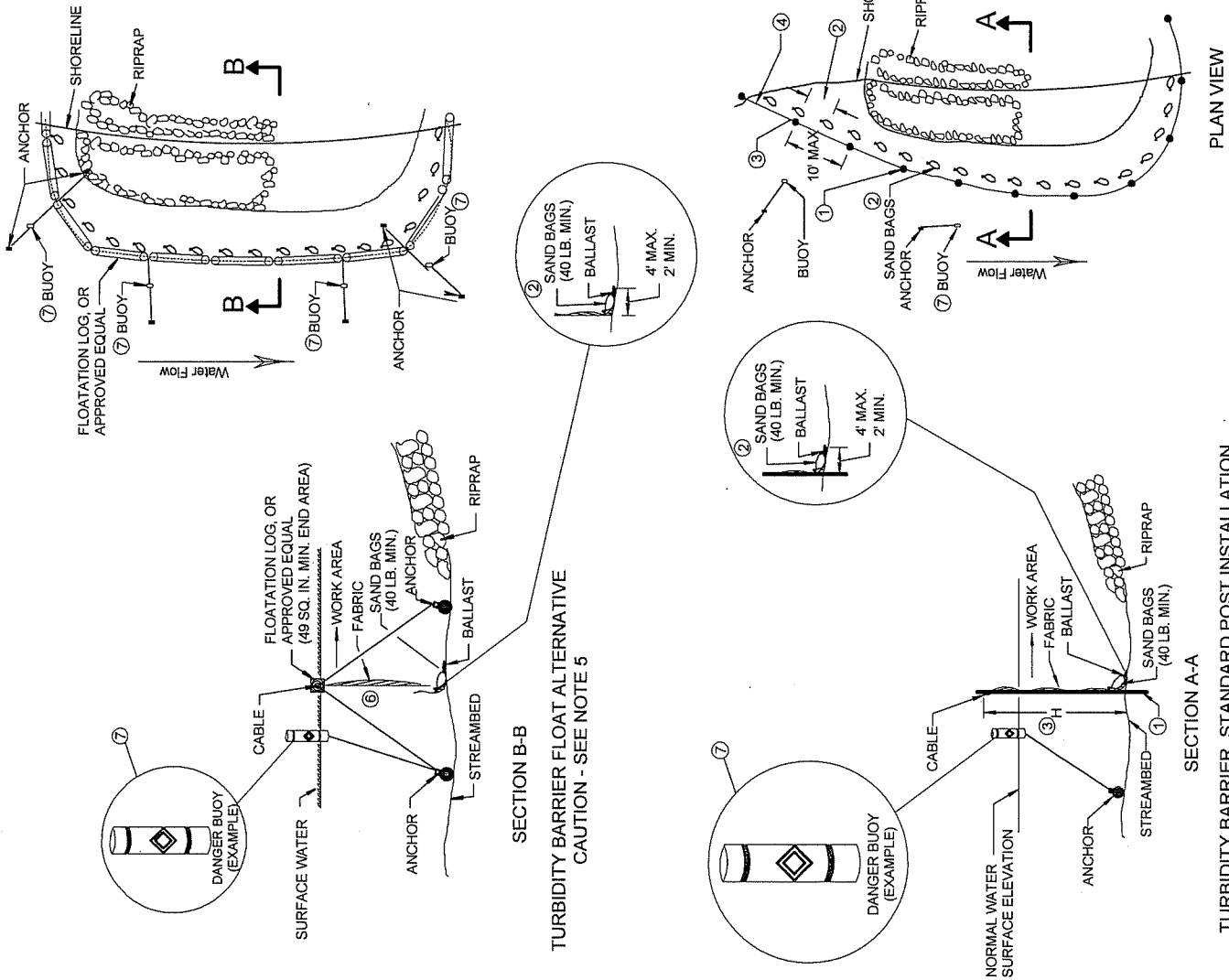
IX. References

WisDOT Facilities Development Manual: Chapter 10, Section 10, Subject 45, Turbidity Barrier

X. Definitions

Stabilized (V.A.1): Means that all land disturbing construction activities at the construction site have been completed, and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures, or that employ equivalent stabilization measures.

Figure 1. Turbidity Barrier Placement Details



GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD AND THE APPLICABLE SPECIAL PROVISIONS

TURBIDITY BARRIER MAY BE REMOVED AT THE ENGINEERS OR PROJECT MANAGERS DISCRETION, WHEN PERMANENT EROSION CONTROL MEASURES HAVE BEEN ESTABLISHED.

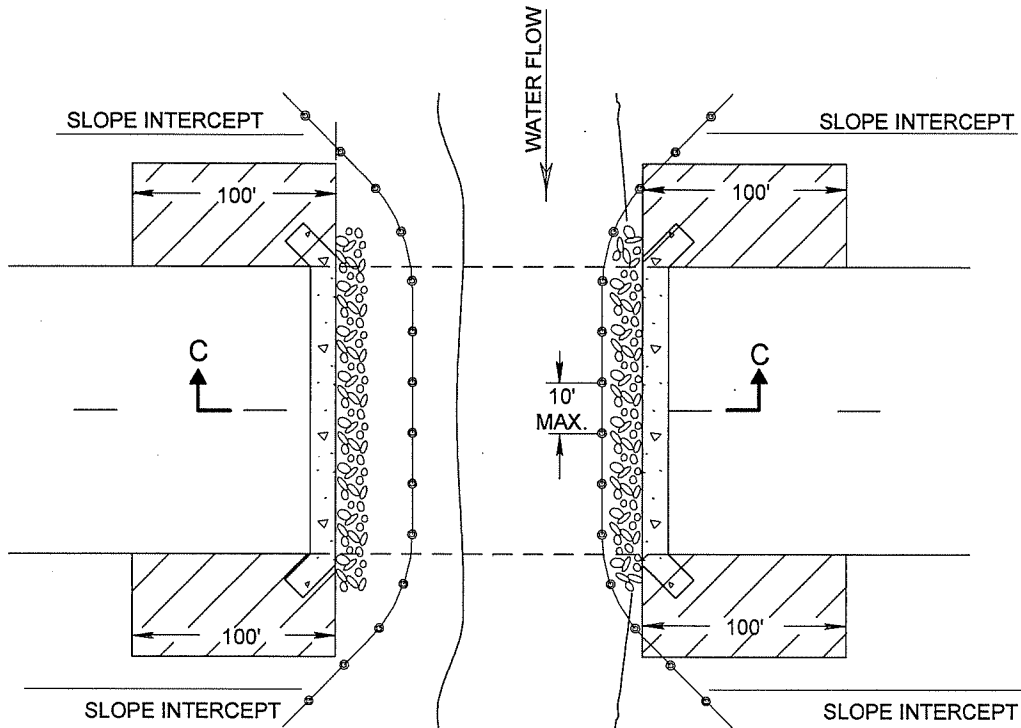
- ① DRIVEN STEEL POSTS, PIPES, OR CHANNELS, LENGTH SHALL BE SUFFICIENT TO SECURELY SUPPORT BARRIER AT HIGH WATER ELEVATIONS.
- ② SANDBAGS TO BE USED AS ADDITIONAL BALLAST WHEN ORDERED BY THE ENGINEER OR PROJECT MANAGER TO MEET ADVERSE FIELD CONDITIONS. SPACE AS APPROPRIATE FOR SITE CONDITIONS.
- ③ WHEN BARRIER HEIGHT, H, EXCEEDS 8 FT., POST SPACING MAY NEED TO BE DECREASED.
- ④ IN WATERWAYS SUBJECT TO FLUCTUATING WATER ELEVATIONS, PROVISIONS SHOULD BE MADE TO ALLOW THE WATER TO EQUALIZE ON EACH SIDE OF THE BARRIER. THIS MAY BE ACCOMPLISHED BY LEAVING A PORTION OF THE BARRIER OPEN ON THE UPSTREAM END.
- ⑤ FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER, AND IS MEANT FOR LOCATIONS WHERE BED ROCK PREVENTS THE INSTALLATION OF POSTS.
- ⑥ ALLOW SUFFICIENT SLACK VERTICALLY AND HORIZONTALLY SO THAT SEDIMENT BUILD UP WILL NOT SEPARATE OR LOWER THE TURBIDITY BARRIER.
- ⑦ USE AS DIRECTED BY COAST GUARD OR DNR PERMIT WHEN WORKING IN NAVIGABLE WATERWAYS.

NOT TO SCALE

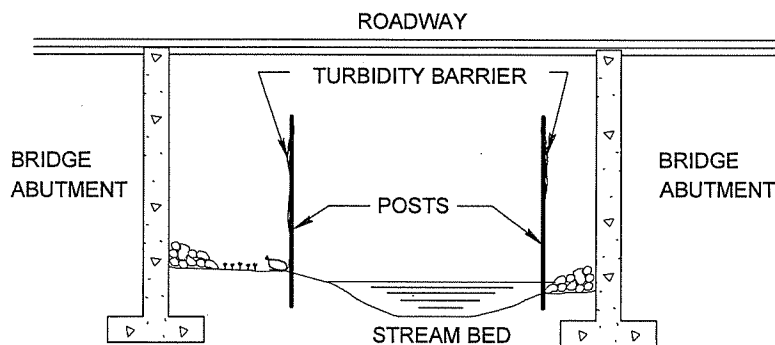
FIGURE 2. TURBIDITY BARRIER DETAIL SHOWING TYPICAL PLACEMENT AT STRUCTURES

GENERAL NOTE

FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER AND IS MEANT FOR LOCATIONS WHERE BEDROCK PREVENTS THE INSTALLATION OF POSTS.



PLAN VIEW



SECTION C-C

NOT TO SCALE

This Drawing is Based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 11-2.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE DARBO

CONTRACT NO. 8276

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.

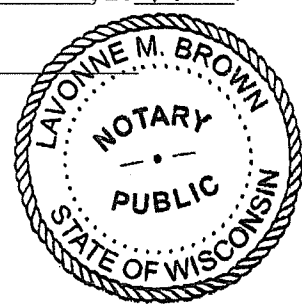
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 to the Contract Nos. 0 through --- issued thereto, 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 Greener Valley Landscapes 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.

[Signature]
 SIGNATURE
VP
 TITLE, IF ANY

Sworn and subscribed to before me this 25 day of April, 2019.

[Signature]
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 10-9-21

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



SECTION F: BEST VALUE CONTRACTING

ERROR! REFERENCE SOURCE NOT FOUND. *DARBO*
CONTRACT NO. ERROR! REFERENCE SOURCE NOT FOUND. *8276*

Best Value Contracting

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

Landscaper

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

**DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2018
CONTRACT NO. 8276**

C1. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/COVER SHEET

Project Name: Darbo Neighborhood Kayak/Canoe Access Starkweather Creek

Bidder's Name: Greener Valley Landscaping Inc.

Bidder's Contact Person: Jennifer Valley

Contact Person's Telephone Number: 608 295 8612

BIDDER CERTIFICATION

I, Jennifer Valley, hereby declare and affirm that I am a duly authorized representative of Greener Valley Landscaping and that I have personally reviewed the material and facts set forth in and submitted in this DBE Utilization Plan and, to the best of my knowledge and belief, the information in this Plan is true and correct.

Furthermore, the undersigned shall enter into formal written agreements with all listed DBE firms for work as indicated in this Plan and shall enter into such agreements within five (5) working days after receipt of the contract executed by the City of Madison, Wisconsin.

I, further declare and affirm that:

We have met the 5% assigned DBE Goal

or

We request a Good Faith Efforts Waiver ()

SIGNATURE Jennifer Valley
NAME Jennifer Valley
TITLE VP
FIRM NAME Greener Valley Landscaping Inc.
DATE 4/25/19

C2. DBE PROGRAM SPECIAL PREQUALIFICATION DBE UTILIZATION REPORT
(Prime contractor to complete a report for each DBE utilized)

DBEs Who Are NOT Suppliers

Name of
DBE Firm: _____

Address of
DBE Firm: _____

DBE Firm
Contact Person: _____

Contact Person's
Telephone Number: _____

THIS DBE WILL BE A: (Check One)

Sub-contractor Joint Venture Partner

Type of work this DBE will perform:

List total value of commitment to this firm: \$ _____.

List total percentage of commitment to this DBE: _____ %

DBEs Who ARE Suppliers

DBEs may participate as suppliers, which provide a commercially useful function. The dollar value for DBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting DBE goals.

Name of
DBE Firm: Utility Sales & Supply Inc.

Address of
DBE Firm: 23230 W. Thomass Blvd. Suite 3 Loretto, MN 55357

DBE Firm
Contact Person: Tiffany Inker

Contact Person's
Telephone Number: 612-385-7529

Type of material this DBE will supply:

List total value of commitment to this firm: \$ 4747.50.

60% of the total amount committed to suppliers will count toward the total dollar amount of the goal.

List total percentage of commitment to this DBE: 14 %

C3. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT (To be completed by each DBE)

To: Greener Valley Landscaping and the City of Madison
(Name of Prime Contractor)

From: Utility Sales & Supply, Inc
(Name of DBE Firm)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the following project/contract.

Project Name: 8276 Darbo Kayak Launch

DBE Firm's Contact Person: Tiffany Inker

Contact Person's Telephone Number: 612 388 7529

THIS DBE FIRM WILL BE A: (Check One) Sub-contractor Supplier
 Joint Venture Partner

This firm will perform the following type of work:

If more space is needed to fully describe the DBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement with the Prime Contractor, conditioned upon the Prime Contractor's execution of a contract with the City of Madison, Wisconsin, and will do so within five (5) working days of the Prime Contractor's knowledge of said contract award.

The DBE status of the undersigned has been certified by the City of Madison, Wisconsin, or the Wisconsin Unified Certification Program. A copy of certification is attached to this Letter of Intent.

Notice: If the DBE firm is not certified by the City or the Wisconsin Unified Certification Program, by the bid submission date the firm's participation in accordance with 49 CFR Part 26 Section 26.55(f) cannot be counted towards the attainment of DBE goals.

SIGNATURE [Signature]
NAME Tiffany Inker
TITLE President
FIRM NAME Utility Sales & Supply, Inc
DATE 4/24/19



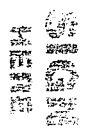
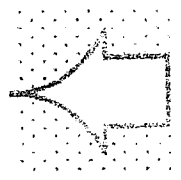
C4. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTOR/SUBCONSULTANT) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
 (To be completed by each DBE)

The lower-tier participant (potential subcontractor) _____, certifies, by submission of this proposal or bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(If the lower-tier participant (potential subcontractor) is unable to verify to any of the statements in this certification, such participant shall attach an explanation to this certification.)

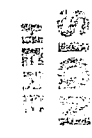
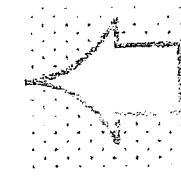
THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE INFORMATION AND THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SUBSECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

SIGNATURE *T. M. Duke*
 NAME *T. M. Duke*
 TITLE *President*
 FIRM *Unity Sales & Supply, Inc.*
 DATE *4/24/19*



The undersigned _____ *Unity Sales & Supply, Inc.* (entity) hereby certifies that the *Unity Sales & Supply, Inc.* (entity) has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

SIGNATURE *T. M. Duke*
 NAME *T. M. Duke*
 TITLE *President*
 FIRM *Unity Sales & Supply, Inc.*
 DATE *4/24/19*



AFFIDAVIT

STATE OF Minnesota)

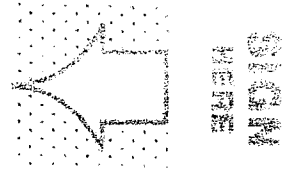
) ss

COUNTY OF Hennepin)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

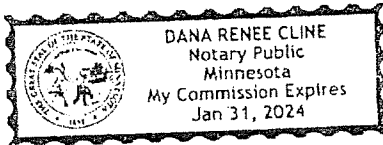
Signed

[Signature]
Authorized Representative

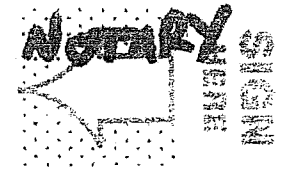


Subscribed and sworn to before me:

This 24 day of April, 2019



Dana Renee Clive
Notary Public



My commission expires 1-31, 2024

AFFIDAVIT

STATE OF Wisconsin)

) ss

COUNTY OF Rick)

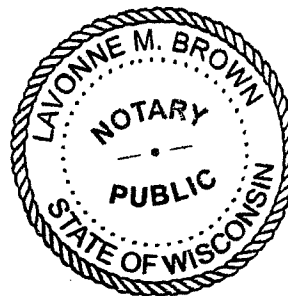
The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

[Handwritten Signature]

Signed: Authorized Representative

Subscribed and sworn to before me:

This 25 day of April, 2019



Signed: Notary Public

[Handwritten Signature]

My commission expires 10-9, 2021.

C5. CERTIFICATE OF GOOD-FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the bidder in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist City of Madison in determining whether the apparent successful contractor has implemented comprehensive good faith efforts. Failure to implement "good faith" efforts to the satisfaction of the City of Madison could result in the rejection of the proposal.

I, Jennifer Valley, do hereby acknowledge that I am the authorized representative of Greener Valley Landscaping Inc. and am submitting this good faith certificate to document efforts undertaken by our firm to meet the assigned DBE goal.

RFP No.	RFP Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged
8276	Darbo Karpak / Cancel	\$	5%	14%

I. Provide a brief summary as to why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

Using DBE listed unless they are not able to provide spec'd quantity of stainless steel

II. I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Work Items for DBE Participation:

Bidders are encouraged to select portions of work to be performed by DBEs in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be performed, bidders will consider, where appropriate, direct opportunities for participation by DBEs. A bidder can also meet the goal by purchasing goods and supplies from suppliers of goods certified as DBE firms.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected for direct participation by DBEs.

Materials = Railings

2. What efforts were undertaken to purchase goods and services from certified DBE firms? Were any efforts made to break down the purchasing contract into economically feasible units to facilitate DBE participation?

Solicited bid from DBE for supplies
(Utility Sales & Supply)

B. Notifying All Firms of Contracting/Consulting Opportunities

1. In the table below, indicate all firms (DBEs and non DBEs) which received written or other forms of notification of the participation opportunities on the proposal. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate).

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call
Utility Sales & Supply Inc.	4/25/19	Yes	4/25/19

2. Soliciting Proposals From Interested DBE Firms

Bidders must solicit proposals in good faith with interested DBE firms. Proposals from interested DBE firms must not be rejected by bidders without sound justification.

DBE Contact Report

Please complete this Report for each DBE firm(s) you contacted for this project and which were not utilized on the Project.

Name of DBE Firm: Utility Sales & Supply Inc.

DBE Firm Address: 23230 W. Thomess Blvd. Suite 3 Loretto MN 55357

DBE Contact Person: Tiffany Imker

Contact Person's Telephone Number: 612-385-7529

Date Contacted: 4/24/19

Submitted Proposal: Yes () No

Type of work the DBE was considered:

Supplies

Reason(s) why the DBE was not selected:

Hoping to use this DBE = Utility Sales & Supply Inc.

3. Identify publications/media in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/ Name of Publication/Website	Date
N/A	

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letter sent as proof of notification).

DBE Associations/Organizations Contacted	Date of Notification	Contact Person	Date of Follow-up Telephone Call
Utility Sales & Supply Inc.	4/24/19	Tiffany Imker	4/25/19

5. Was the City of Madison Department of Civil Rights contacted to assist in the recruitment of DBE firms?

Yes _____ No

Contact was made by: telephone _____ written correspondence

Date contacted: 4/24/19 Person Contacted: Tiffany Imker

C6. Good-Faith Efforts Waiver Denial Request For Administrative Hearing

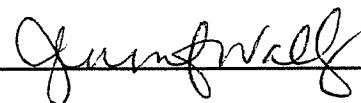
Your request for a good-faith efforts waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form and return it to the City of Madison Department of Civil Rights by 4.30 p.m. on _____.

A faxed request may be sent to Norman Davis, Department of Civil Rights at (608) 266-6514

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, at his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and participation forms, must be submitted to City at the same time you file your request for hearing. No further evidence will be received or considered if it was not submitted with this hearing request. Documents already submitted in connection with the original good-faith waiver request need not be submitted.

A hearing will be held within three (3) working days following the receipt of your hearing request. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who may be an Airport employee not directly involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the award of the contract, an adjournment of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF Greener Valley Landscaping, Inc., HEREWITH REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S GOODFAITH EFFORTS WAIVER REQUEST.

SIGNATURE: 
TITLE: VP
DATE: 4/25/19

DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK 2019

CONTRACT NO. 8276

DATE: 4/25/19

Greener Valley Landscaping,
Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$400.00	\$400.00
10911 - MOBILIZATION - EACH	2.00	\$700.00	\$1,400.00
20221 - TOPSOIL - S.Y.	160.00	\$5.00	\$800.00
20701 - TERRACE SEEDING - S.Y.	160.00	\$3.00	\$480.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$25.00	\$50.00
21062 - EROSION MATTING, CLASS I, URBAN TYPE B - S.Y.	160.00	\$3.50	\$560.00
21013 - STREET SWEEPING - LUMP SUM	2.00	\$25.00	\$50.00
21017 - SILT SOCK (8 INCH) - COMPLETE			
UNDISTRIBUTED - L.F.	140.00	\$5.00	\$700.00
21041 - INLET PROTECTION TYPE D - COMPLETE - EACH	7.00	\$75.00	\$525.00
21093 - TURBIDITY BARRIER - L.F.	35.00	\$50.00	\$1,750.00
90031 - CONSTRUCTION FENCING - L.F.	300.00	\$7.00	\$2,100.00
90032 - KAYAK LAUNCH DOUBLE RAILING SLIDE - LUMP			
SUM	1.00	\$9,000.00	\$9,000.00
90033 - KAYAK LAUNCH STEPS - LUMP SUM	1.00	\$19,000.00	\$19,000.00
13 Items	Totals		\$36,815.00

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

**DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2019
CONTRACT NO. 8276**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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.

Seal PRINCIPAL

Greener Valley Landscaping, Inc.

Name of Principal

By *Jennifer Valley*

Jennifer Valley, VP
Name and Title

4/25/19
Date

Seal SURETY

Granite Re, Inc.

Name of Surety

By *Connie Smith*

Connie Smith, Attorney-in-Fact
Name and Title

April 23, 2019
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

April 23, 2019
Date

Connie Smith
Agent Signature

2920 Enloe Street
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

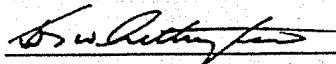
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

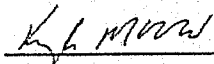
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.





Kenneth D. Whittington, President


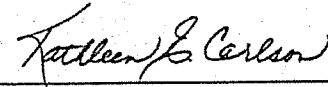
Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257



Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

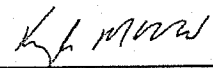
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

23rd day of April, 2019





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 23^d day of May in the year Two Thousand and Nineteen between GREENER VALLEY LANDSCAPING, 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 21, 2019, 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:

DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK 2019 CONTRACT NO. 8276

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 THIRTY-SIX THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 (\$36,815.00) 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)(I), 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.

**DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2019
CONTRACT NO. 8276**

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:

<u>Julia Valley</u>		<u>5/23/19</u>	<u>GREENER VALLEY LANDSCAPING, INC.</u>	
Witness		Date	Company Name	
	<u>Julia Valley</u>	<u>5/23/19</u>	<u>[Signature]</u>	<u>5/23/19</u>
Witness		Date	President	Date
	<u>[Signature]</u>	<u>5/23/19</u>	<u>[Signature]</u>	<u>5/23/19</u>
		Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>6/12/19</u>		<u>[Signature]</u>	<u>6/13/19</u>
Finance Director	Date	for	City Attorney	Date
<u>[Signature]</u>	<u>6.14.19</u>		<u>[Signature]</u>	<u>6.14.19</u>
Witness	Date		Mayor	Date
<u>[Signature]</u>	<u>5-28-19</u>		<u>[Signature]</u>	<u>5-28-2019</u>
Witness	Date		City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GREENER VALLEY LANDSCAPING, INC. as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THIRTY-SIX THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 (\$36,815.00) 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:

**DARBO NEIGHBORHOOD KAYAK/CANOE ACCESS STARKWEATHER CREEK
2019
CONTRACT NO. 8276**

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 23rd day of May, 2019

Countersigned:

[Signature]

Witness

[Signature]

Secretary

Approved as to form
[Signature]

for City Attorney

GREENER VALLEY LANDSCAPING, INC.

Company Name (Principal)

[Signature] Seal
President

Granite Re, Inc.

Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

05/23/2019

Date

[Signature]
Agent Signature Connie Smith

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

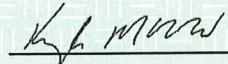
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





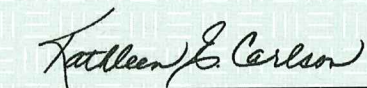
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

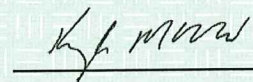
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
13 day of MAY, 2019





Kyle P. McDonald, Secretary/Treasurer

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 wage determination of the Secretary of Labor which is attached hereto 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 <http://www.dol.gov/esa/whd/forms/wh347instr.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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted 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 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 paragraph.

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) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Section K: U.S. Department of Labor Davis-Bacon
Act Minimum Wage Rates

General Decision Number: WI190005 02/01/2019 WI5

Superseded General Decision Number: WI20180005

State: Wisconsin

Construction Type: Building

County: Dane County in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019

ASBE0205-001 06/01/2001

Rates Fringes

Asbestos Removal
worker/hazardous material
handler

Includes preparation,
wetting, stripping,
removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials from
mechanical systems,
whether they contain

asbestos or not.....\$ 17.90 4.45

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0013-001 06/04/2018

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 34.80	22.61
Terrazzo Finisher.....	\$ 26.57	16.20
Terrazzo Worker.....	\$ 34.51	21.34
Tile Finisher.....	\$ 25.99	21.61
Tile Layer.....	\$ 32.83	21.14

CARP0252-007 06/01/2016

	Rates	Fringes
CARPENTER (Including Acoustical work and Drywall hanging; Excluding Batt Insulation)		
CARPENTER & SOFT FLOOR LAYER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVERMAN.....	\$ 34.12	18.00

ELEC0014-005 06/05/2018

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 26.25	13.92

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).

ELEC0159-002 06/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 39.04	21.56

* ELEV0132-001 01/01/2019

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 52.09 34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of basic hourly rate as vacation pay for employees with more than 5 years or more of service, and 6% for less than 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0139-002 06/04/2018

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.72	21.60
Group 2.....	\$ 39.47	21.60
Group 3.....	\$ 38.17	21.60
Group 4.....	\$ 37.64	21.60
Group 5.....	\$ 35.57	21.60
Group 6.....	\$ 34.04	21.60

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch

or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0383-002 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 34.50	23.82

LABO0464-001 06/04/2018

	Rates	Fringes
Laborer, General.....	\$ 28.13	17.20
Laborer: Asbestos/hazardous material remover (Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems).....	\$ 25.88	17.20

PAIN0802-001 06/01/2017

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 28.25	17.72

PREMIUM RATES [Add to Basic Hourly Rate]

Swing Work	\$0.25
Drywall Taper	\$0.30
Paperhanger	\$0.40
Steel, Spray	\$1.00

PAIN0941-001 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 38.27	17.72
17.72		

PLAS0599-001 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 34.43	19.93
PLASTERER.....	\$ 33.70	23.13

PLUM0075-007 06/01/2015

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 38.82	20.12

PLUM0601-007 06/04/2017

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 47.08	20.89

SFWI0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.48	19.36

SHEE0018-009 06/01/2018

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct work and Technicians).....	\$ 38.00	28.09

TEAM0662-003 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles.....	\$ 28.27	21.20

SUWI2002-011 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and		

Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89	7.58

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.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION