

BID OF \_\_\_\_\_

**2021**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR**

**CONTRACT NO. 9056**

**MUNIS NO. 13565**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR  
CONTRACT NO. 9056**

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This Proposal, and Agreement have  
been prepared by:

**WATER UTILITY  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN**

 7/22/2021

Adam Wiederhoeft, P.E.  
Madison Water Utility  
Int. Chief Engineer

PEH:



## 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:	CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR
CONTRACT NO.:	9056
DBE GOAL	8%
BID BOND	5%
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	July 29, 2021
BID SUBMISSION (2:00 P.M.)	August 5, 2021
BID OPEN (2:30 P.M.)	August 5, 2021
PUBLISHED IN WSJ	July 22, 2021 & July 29, 2021

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

## DAVIS BACON COMPLIANCE PROVISIONS

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

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

## AMERICAN IRON AND STEEL (AIS)

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

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

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

**Disadvantaged Business Enterprise (DBE) Program Information**

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

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

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

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

– OR –

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

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

**2.1 Program Overview and Requirements**

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

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

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

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



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

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

## **2.2 Good Faith Efforts**

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

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

## **2.3 Solicitation Requirements**

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

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

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

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

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

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

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

## **2.4 Required Submittals by Bidder / Prime Contractor**

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

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

## **2.5 Additional Solicitation Information**

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

## **2.6 Contract Administration Requirements**

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

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

## 2.7 Federal Equivalency Requirements

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

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

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

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

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

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

**Project Information**

Name of Municipality	EIF Project Number		
Name of Prime Contractor	Information Prepared By (Name and Phone or E-Mail Address)		

Contacts	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No



Information Needed For Review	Contact 16	Contact 17	Contact 18
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**Information on Utilized Firms**

Business Name	Street Address	City, State, Zip	Type of Product or Service	Subcontract Amount



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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Continue on back if needed			

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

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

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**



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

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

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

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

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

# SAMPLE AD FORMAT

## ATTENTION WBE/MBE/DBE SUBCONTRACTORS & SUPPLIERS

### REQUEST FOR PROPOSALS (PROJECT NAME)

\_\_\_\_\_ (*Name of Company*) \_\_\_\_\_ is seeking proposals for the following disciplines:

- \_\_\_\_\_ - Description (optional)  
                  subcontract
- \_\_\_\_\_ - Description (optional)  
                  subcontract
- \_\_\_\_\_ - Description (optional)  
                  subcontract

Disadvantaged Business Enterprises (DBEs) are encouraged to submit proposals. An 8% DBE participation goal has been established for this project.

Proposals must be received by \_\_\_\_\_ (*Date & Time*) \_\_\_\_\_.

For information regarding specific jobs and any assistance you may need, please contact our office.

*Company Name*  
*Address*  
*City, State zip*  
*Phone Number*  
*Email address*  
EEO Employer

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

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

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

**I. Project Information**

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

**II. Good Faith Effort**

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

**Municipal Certification**

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

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

<b>DO NOT WRITE BELOW THIS LINE - DNR USE ONLY</b>	
a. Is form filled out completely?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Did authorized representative sign the form?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Are submitted justifications and explanations acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Project Manager Signature	Date Review Completed

## SECTION D: SPECIAL PROVISIONS

### CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR CONTRACT NO. 9056

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

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

#### **SECTION 102.11**      **BEST VALUE CONTRACTING**

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

#### **SECTION 102.13:**      **FEDERAL PREVAILING WAGE**

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

- Building
- Heavy
- Highway
- Residential

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

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

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

#### **ARTICLE 104:**      **SCOPE OF WORK**

This water main rehabilitation project consists of coordination with Madison Water Utility for the work plan and execution of rehabilitating approximately 2,800 linear feet of 6-inch cast-iron water main in the City of Madison, WI. The project consists of rehabilitating water main and reinstating service laterals on the following streets:

- Pontiac Trail (Mohican Pass to Hammersley Road)
- Rosewood Circle (all)
- Nokomis Court (intersection at Pontiac Trail only)

- Approximately 53 services within the above limits; records indicate most are ¾-inch laterals however there may be 1-inch and 1½-inch laterals as well and they are noted on the plan set.

The rehabilitation of these water mains is to be completed by lining the existing water mains with a Class IV structural cured-in-place pipe (CIPP), certified for the conveyance of drinking water. Temporary water service is to be provided to all affected properties during the rehabilitation of these water mains.

The work in this Contract will include, but is not limited to, the following:

- Mobilization, shoring and maintaining water main access pits.
- Installing, disinfecting, protecting and maintaining temporary water service.
- Traffic control and work site protection.
- Cleaning, televising and recording the existing and new water mains.
- Furnishing and installing a structural CIPP water main liner.
- Internally reinstating service laterals.
- Field and laboratory documentation/testing.
- Site restoration (NOT to include pavement restoration).
- Delivering submittals and obtaining approvals (both Madison Water Utility and WI-Dept. of Natural Resources) as specified in these Contract documents.

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

**ARTICLE 105.12: COOPERATION BY THE CONTRACTOR**

As defined in these Special Provisions, Madison Water Utility is providing portions of work and select materials related to the scope of this Contract (i.e. excavation, backfilling, pavement restoration, permanent water main reconnections, water sampling/testing etc.). Coordinate with Madison Water Utility to establish mutually acceptable scheduling and work procedures.

Per Madison General Ordinance Section 13.205, make no unauthorized alterations to the water system. Only when properly authorized to proceed may any work on the water system occur. Provide the Engineer notice of at least two working days prior to beginning any work affecting the water system. Additionally, any work related to emergency repairs and/or Contractor proposed water system or construction plan alterations, shall be done in accordance with Section 703.3 'Repairs and Alterations' of the Standard Specifications.

Use care around existing trees, plantings, fences, walls, steps and driveways that are not indicated on the plans to be removed. Damage to these items during construction shall be repaired or replaced at no cost to the City. No trees shall be cut without approval of the Engineer and City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Maintain access for mail delivery and garbage and/or recycling pickup for all properties in the project area. Garbage and/or recycling collection will be every Monday in this area.

**SECTION 106.1: SOURCE AND SUPPLY AND QUALITY**

**AMERICAN IRON AND STEEL REQUIREMENTS:**

The Contractor acknowledges to and for the benefit of the City of Madison "Purchaser" and the State of Wisconsin (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States

("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

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

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

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

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

---

Date  
Company Name  
Company Address  
City, State Zip

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

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

Item, Products and/or Materials:

1. Xxx
2. Xxx

Such process took place at the following location:

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

[Signature of company representative]

---

## **SECTION 107.7: MAINTENANCE OF TRAFFIC**

Closing the project area to all but residential traffic will be permitted. All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 - Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

Submit an acceptable Traffic Control Plan to Mohr, Traffic Engineering Division via email:

- [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com)

Access to property entrance driveways shall be maintained whenever possible. Any closure of driveways shall require notice to the affected property owners at least three (3) working days prior to this occurring.

No work shall begin without an approved Traffic Control Plan.

Provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times.

Parking may be removed within the project limits as necessary to facilitate construction. Post and maintain NO PARKING signs in accordance with the City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, 24-hours prior to placement of the plates.

Provide temporary bridging for above-ground water piping and/or hosing when the piping and/or hosing is to lie on the pavement across sidewalks, driveways or roadways subject to minimal traffic. Provide signage in advance of bumps where there is piping and/or hosing across lanes of traffic. Any 4-inch piping crossing a roadway and any other piping and/or hosing crossing a Metro Transit or MMSD school bus service route or regularly traveled roadway shall be trenched, buried, and backfilled to be flush to the existing pavement grade and adequately withstand traffic loads. Regularly inspect, maintain, and repair as necessary all bridging locations and trenched crossings while they are in use. Trenched crossings shall require pavement cutting to avoid excess damage to the existing pavement.

No construction equipment or materials shall be stored in 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 outside of the project limits as shown on the plans without permissions from the Engineer.

Contact the City Traffic Engineering Division with any questions concerning the traffic control requirements as specified:

- Tom Mohr  
(608) 267-8725  
[tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com)

#### **ARTICLE 107.11:      USE OF CITY WATER**

Any Madison Water Utility charges associated with the installation, use and removal of the reduced pressure zone (RPZ) valve and water usage will be waived for all work included in this contract. Any use of City of Madison water will still require request and notification procedures indicated in the City of Madison Construction Specifications.

Properly dispose of any highly-chlorinated water in accordance to Section 703 of the Standard Specifications. Contact the Water Utility Engineering Department at (608) 266-4646 to coordinate the installation of the RPZ valves. Contractor-furnished RPZ valves are not to be connected to City hydrants unless authorized in writing by the Engineer. Adequately protect and support City RPZ valves at all times; any RPZ valve damage resulting from negligence shall be repaired or replaced at no cost to the City.

#### **SECTION 108.2:      PERMITS**

Section NR811.69 (6), Wisconsin Administrative Code states, "All materials used for the interior rehabilitation of water mains shall meet ANSI/NSF standards and may not be used until specifically approved by the department."



This water main rehabilitation project is intended to allow the Wisconsin Department of Natural Resources and the Madison Water Utility to evaluate the performance and potential opportunities of rehabilitating deteriorated water mains in-place through structural CIPP lining technology. As identified above per NR811.69 (6), this project requires consent approval from the Wisconsin Department of Natural Resources (WI-DNR).

In order to obtain consent approval from the department, submit documentation to the WI-DNR that the proposed structural CIPP liner is comparatively similar to an AWWA pressure class 150 pipe rating through pipe design calculations based on at least a 50-year service life at an internal working pressure of 100 psi with a safety factor of 2.5. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

Construction may not begin until the WI-DNR has approved the pressure class submittal, even if all additional submittals have been reviewed and approved by the Engineer. See Section 702.3 of these Special Provisions for more detailed information regarding the requirements of the WI-DNR submittal and Section 701.3 for more detailed information regarding submittals to the Engineer.

It is the responsibility of the Contractor to identify and obtain any other permits needed for construction.

#### **ARTICLE 109.2            PROSECUTION OF WORK**

Work shall begin after the pre-construction submittals are approved and the start work letter is received. Submit the proposed construction schedule to the Engineer prior to mobilization.

Phases 1 and 2 within the project limits, as shown on the plans, **cannot** be completed simultaneously unless permitted otherwise by the Engineer; one phase must be reinstated prior to the other phase beginning.

**Work on this contract shall begin no later than September 13, 2021.**

**All work under this contract shall be completed no later than November 12, 2021.**

#### **SECTION 701            PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

For questions related to this Contract, contact the Project Engineer:

- Pete Holmgren, PE  
Madison Water Utility  
(608) 261-5530  
[pholmgren@madisonwater.org](mailto:pholmgren@madisonwater.org)

The CIPP liner system shall consist of either a spin-cast monolithic surfacing system or a resin-impregnated flexible tube system, which when cured, forms a hard, impermeable, corrosion resistant pipe-within-a-pipe. The new CIPP liner shall be designed as a Class IV structural liner, not relying on the remaining strength of the host pipe to withstand long-term external loading and internal pressure per AWWA M-28 and as required in the Contract documents.

As the piping system is intended for the conveyance of potable water, the proposed CIPP liner system must be certified as complying with the requirements of NSF/ANSI Standard 61 and be listed on the NSF Approved Product Listing website:

- <http://www.nsf.org/Certified/PwsComponents>

Failure of the selected CIPP lining system to be satisfactorily installed in the existing water main shall not relieve the responsibility to provide satisfactorily reconstructed water mains. Any cost associated with the removal of the unsatisfactorily installed liner and the subsequent, satisfactory reinstallation of an



approved liner shall be borne solely by the Contractor, and no claims shall be made against Madison Water Utility or the City of Madison, WI for such required work.

During the warranty period, any defects that might affect the integrity or strength of the CIPP shall be repaired or replaced at no cost to Madison Water Utility or the City of Madison, and are to be executed in accordance to the manufacturer's recommendations and to the satisfaction of the Engineer.

## **SECTION 701.1      REFERENCE SPECIFICATIONS AND STANDARDS**

The following references apply to CIPP lining work and are to be the latest edition and revision.

### American Society for Testing and Materials (ASTM):

- F1216: Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- F1743: Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
- D2992: Obtaining Hydrostatic or Pressure Design Basis for "Fiberglass" (Glass Fiber Reinforced Thermosetting Resin) Pipe and Fittings
- D5813: Cured-In-Place Thermosetting Resin Sewer Piping Systems (Section 6.4)
- D7065: Determination of Nonylphenol, Bisphenol A, p-tert-Octylphenol, Nonylphenol Monoethoxylate and Nonylphenol Diethoxylate in Environmental Waters by Gas Chromatography Mass Spectrometry
- D7574: Determination of Bisphenol A in Environmental Waters by Liquid Chromatography/Tandem Mass Spectrometry

### American Water Works Association (AWWA):

- M28: Rehabilitation of Water Mains
- C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
- C602: Cement Mortar Lining of Water Pipelines in Place – 4-in and Larger
- C651: Disinfecting Water Mains

### Environmental Protection Agency (EPA):

- Method 524.2: Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry

### NSF/American National Standards Institute (ANSI):

- 61: Drinking Water Components

In case of conflicting requirements between the Contract Special Provisions and the referenced specifications and standards, these Special Provisions will govern.

## **SECTION 701.2      QUALIFICATION REQUIREMENTS FOR CIPP REHABILITATION**

### Installer:

- The liner installer must be certified or licensed by the liner manufacturer to perform the installation and rehabilitation work. The installer and/or their subcontractor shall have a minimum of three years of active experience in the installation of structural CIPP water main liners in pressure pipe applications and shall have completed at least five projects of similar size as required for this project, unless otherwise authorized by the Engineer in writing.
- The installer shall install the liner in accordance with the liner system manufacturer's requirements, NSF requirements, and Section 703 of these Special Provisions.

### Product:

- The CIPP system to be installed must be certified as complying with the requirements of NSF/ANSI Standard 61 drinking water components.
- The CIPP liner must meet the requirements of AWWA M-28 Liner Classification IV (Structural), capable of withstanding all external loads and internal design pressure for a minimum of 50-years.
- The Class IV structural CIPP liner must demonstrate comparable similarity to AWWA pressure class 150 rated pipe, based on criteria defined by WI-DNR. Liner design requires WI-DNR approval prior to installation (See sections 108.2 and 702.3 of these Special Provisions).
- The product shall meet the material requirements identified in Section 702 of these Special Provisions.

### **SECTION 701.3      SUBMITTALS**

At least 20 working days prior to the planned start of construction, deliver the WI-DNR submittal to the department. It should be considered advantageous to submit the WI-DNR submittal prerequisite as early as possible to minimize risk of construction delay (see section 108.2 and 702.3 of these Special Provisions for instructions).

At least two weeks prior to the planned start of construction, deliver the submittals designated in 701.3 (a) to the Engineer. The Engineer will review the required submittals and respond to the Contractor in writing within two weeks of receipt. Submittals to the Engineer shall be electronic (unless specified otherwise) and delivered to the Project Engineer.

It is the Contractor's sole responsibility to obtain approval for all required submittals identified in this contract; no claim shall be made against the Department of Natural Resources, the Madison Water Utility or the City of Madison if authorization to proceed is not granted due to unsatisfactory submittals.

Construction may not begin until the pre-construction submittal package is accepted in writing by the Engineer and the WI-DNR submittal has been accepted in writing by the WI-DNR. Once authorized to proceed with construction, the submittal requirements identified in Sections 701.3 (b) and 701.3 (c) shall be required in accordance with section 703 – Construction Methods.

### **SECTION 701.3(A)      PRE-CONSTRUCTION SUBMITTAL REQUIREMENTS**

CIPP product data:

- WI-DNR Submittal per Section 108.2 and Section 702.3 of these Special Provisions.
- ANSI/NSF Standard 61 certificate for the proposed CIPP liner system and any associated installation products such as liner lubricant (Section 702.1). Include any NSF 61 installation/curing requirements for the proposed CIPP liner system.
- CIPP liner design and thickness calculations prepared and stamped by a Professional Engineer (per design criteria of Section 702.2).
- Manufacturer's technical data and applicable product testing data for the proposed CIPP liner system, including all applicable instructions for installation, handling, storing, and inspecting the product.
- Manufacturer's recommended procedures for future 1-inch to 2-inch service taps and recommended procedures for 4-inch to 8-inch pressure tapping using a Mueller CL-12 Drilling Machine (Section 702.1).
- Documentation of compliance with ASTM F1216 Standards or ASTM F1743 Standards, as applicable.
- Documentation of compliance with AWWA Liner Structural Classification IV - Structural (AWWA M-28: Rehabilitation of Water Mains – Appendix A).
- Documentation of compliance with chemical resistivity requirements of ASTM D5813 Section 6.4, including chemicals commonly used to treat drinking water (Section 702.1).

Quality Assurance Submittals:

- Manufacturer's certification, identifying the Contractor as a licensed installer and list of at least five successfully completed projects of similar scope (Section 701.2).

- Blank copy of field installation log for liner segments identifying all QA/QC verifications, measurements and tolerances which will be monitored & recorded by the installer during installations.
- Traffic Control Plan (Section 107.7).
- Temporary Water Service Plan including the proposed bypass disinfection methods and the contact information for the Contractor's 24-hour maintenance representative (Section 703.3).
- CIPP Liner Disinfection Plan (Section 703.14)
- Customer Meter Coordination Plan (required only if meters will be affected by lining activities).
- Proposed construction schedule, with including phases (Section 109.2).
- Proposed location and dimension of access pits and vehicle/equipment storage (Section 703.4)

### **SECTION 701.3(B)      CONSTRUCTION SUBMITTAL REQUIREMENTS**

- Pre-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5).
- Resin material quantities for the tube to be installed (Section 703.8).
- Copy of CIPP field curing data log (Section 703.9 (b)).
- Copy of hydrostatic pressure test log and test results (Section 703.10)
- Post-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5 and Section 703.12)
- Physical product samples from each liner segment installed (Section 703.15)

### **SECTION 701.3(C)      POST-CONSTRUCTION SUBMITTAL REQUIREMENTS**

- Product Evaluation Test Data (Section 703.15):
- Short Term Flexural Properties Report
- Tensile Properties Report
- CIPP Wall Thickness Report

### **SECTION 702              MATERIALS**

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining materials and all associated materials required under this Contract.

See the Plans and Standard Specifications for material requirements including but not limited to pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed under this Contract.

#### **SECTION 702.1          CIPP MATERIALS**

For resin-impregnated flexible tube systems, the CIPP liner shall consist of one or more concentric layers of an absorbent material (i.e. felt, synthetic fiber), and may also contain additional materials such as glass fiber reinforcement or polymeric membranes. The CIPP tube is to be impregnated with an epoxy resin system that is compatible with the proposed installation procedures. For spin-cast surfacing systems the epoxy resin CIPP material shall yield a structural, monolithic pipeline surfacing with proper sealing connections to un-surfaced areas and a hard, impermeable surface that is suitable for water service.

The CIPP lining system must be certified for use in potable drinking water applications by NSF/ANSI 61: Drinking Water Components, which is standard for health effects of all devices, components, and materials to ensure that these products do not contribute contaminants to drinking water that could cause adverse health effects. The product shall also be listed on the NSF Approved Product Listing website, <http://www.nsf.org/Certified/PwsComponents/>.

The liner shall form tightly to the internal circumference of the host pipe without leaving annular space that could compromise the liner system performance in a pressurized environment.

The liner shall not leach organic compounds (volatile organic compounds or bisphenol A) into the potable water system. Pre-installation and post-installation water quality sampling shall be performed to verify that the installed liner system is consistent with NSF/ANSI 61 certification requirements. See Section 703.15 of these Special Provisions for more information.

The CIPP liner system, when cured, shall be chemically resistant to internal exposure to drinking water treated with common chemical additives and meet the sewer corrosion performance requirements of ASTM D5813, Section 6.4.

The resin impregnated tube shall have a relatively uniform thickness that when compressed at installation pressures (and after curing is completed) will equal or exceed the approved minimum design thickness, excluding the thickness of any polymeric membranes or any other non-structural surface coatings.

The use of a lubricant during the installation process may be needed to reduce friction. The lubricant used shall be a nontoxic, NSF/ANSI 61 certified product compatible for use with the approved CIPP liner system. If lubricated installation will be considered, submit the lubricant's NSF certification with the preconstruction submittals identified in Section 701.3 (a) of these Special Provisions.

The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended installation procedures for future service-line corporation stop tapping in 1-inch, 1 ½-inch and 2-inch diameters.

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended procedures for 4-inch to 6-inch pressurized live-taps using a Mueller CL-12 drilling machine and cutting head.

**SECTION 702.2      DESIGN PARAMETERS**

The design of the CIPP liner shall be based on the following design conditions, in addition to the manufacturer's standards and referenced standards:

Host Pipe Diameter / Material / Length (approx. total length lined)	6-inch / Cast-Iron / (2,800 LF)
Internal Operating Pressure	100 psi
Ovality of Existing Pipe	2% Minimum
Soil Modulus	700 psi
Soil Unit Weight	120 pcf Minimum
Soil Depth (above top of pipe)	7-feet
Safety Factor	2.5
Design Condition	Fully Deteriorated, Pressure Pipe
Live Loads	AASHTO HS20-44 Loading Under Roadways

The CIPP liner design and thickness calculations are to be prepared and stamped by a Professional Engineer actively licensed in the State of Wisconsin and submitted to the Engineer and WI-DNR for approval in accordance with the submittal requirements of Section 701.3 (a) of these Special Provisions.

**SECTION 702.3      WORKING PRESSURE REQUIREMENT**

As identified in Section 108.2 of these specifications, the proposed structural CIPP liner system must demonstrate comparative similarity to an AWWA pressure class 150 requirements in order to be approved for installation as a Class IV structural liner by WI-DNR.

Section NR811.69 (2), Wis. Adm. Code, states in part, "All pipe shall be minimum AWWA pressure class 150 and shall be designed for a minimum 100 psi working pressure except as approved by the Department for special low pressure applications."

The department's working pressure criteria for considering the installation of structural CIPP liners is that the CIPP liner must sufficiently demonstrate that it is designed, at a minimum, for a 50-year service life with 100 psi internal working pressure and a design safety-factor of 2.5.

WI-DNR requests the working pressure class verification of the proposed CIPP liner is to be demonstrated based on pressure rating and design calculations that use long-term hydrostatic strength data obtained through hydrostatic design basis (HDB) testing procedures, such as:

- Procedure B in ASTM D2992: Obtaining Hydrostatic Design Basis for Glass Fiber Reinforced Thermosetting Resin Pipe and Fittings, OR;
- ASTM D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

Submit the CIPP liner design calculations based on the design conditions described above, and in Section 702.2. The submittal shall include the calculated pressure rating and the HDB Test Report per Sections 5.7 & 6 of ASTM 2837 or Sections 14 & 15 of ASTM D2992.

For CIPP liners designed without long-term hydrostatic strength data obtained through HDB test methods, submit the CIPP liner design calculations (based on the design conditions described above, and in Section 702.2) using the Fully Deteriorated Pressure Pipe Condition formula (Section X1.3.2 in ASTM F1216). In lieu of HDB strength data, submit documentation to confirm the value and the method used to obtain the value used as the '50-year tensile strength' in the formula. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

The pressure class verification documents are to be submitted to the WI-DNR and to the Engineer as part of the initial submittal package required in Section 701.3 (a) of these Special Provisions. Construction may not begin until the WI-DNR has approved the pressure class verification, even if all additional submittals have been reviewed and approved by the Engineer. WI-DNR will respond to the Contractor regarding their submittal within 20-business days of receipt.

Submit the WI-DNR pressure class verification documents by certified mail:

- James Witthuhn  
Public Water Supply Section  
Wisconsin Department of Natural Resources  
PO Box 7921  
Madison, WI 53707-7921

Or submit electronically to:

- [James.Witthuhn@wisconsin.gov](mailto:James.Witthuhn@wisconsin.gov)

#### **SECTION 702.4      DELIVERY, STORAGE, AND HANDLING CIPP LINER**

Transport, handle, and store the liner and thermosetting resin, and other materials as recommended by the manufacturers to prevent damage.

CIPP liner materials that are defective or damaged prior to installation shall be rejected and replaced at the no expense to the City. Liner materials damaged during installation shall be repaired or replaced as recommended by the manufacturers and approved by the Engineer.

#### **SECTION 702.5      TEMPORARY BYPASS SERVICE MATERIALS**

All materials furnished for use as temporary bypass pipe, service hose, connections and related appurtenances that come into contact with drinking water are to be certified for compliance with ANSI/NSF Standard 61. All materials shall be fully adequate to withstand the required water pressure and

all other conditions of use, and shall provide adequate water tightness before being put into service. All previously used materials may only have been used in potable water applications.

All sample taps shall be smooth-bore taps.

All materials for use as main temporary bypass lines, service lines, connections and related appurtenances shall have a minimum working pressure rating of 200 psi and be made of materials that will not have an adverse effect on the taste or odor of the water.

The temporary bypass lines must be at least 2-inch in diameter.

Match the diameter of the temporary service line with the existing service lateral diameter for all services 1½-inch diameter to ¾-inch diameter. Use a ¾-inch temporary service line for any service lateral smaller than ¾-inch diameter. Use hoses or piping that are hydraulically equivalent to the service size for all services 2 inch in diameter and larger.

### **SECTION 703            CONSTRUCTION METHODS**

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining activities and all associated construction activities required under this Contract.

See the Plans and Standard Specifications for construction and installation requirements for any pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed under this Contract by the Contractor.

#### **SECTION 703.1        SAFETY**

Carry out all operations in strict accordance with all applicable OSHA and manufacturer's safety requirements. Emphasis shall be placed upon safety requirements for excavations; entering confined spaces; air quality; and working with chemicals, hot water, hot air and/or steam.

Erect such signs and other related devices as necessary for the safety of the work site and to secure the site. All work shall conform to the safety requirements of pertinent regulations and as identified in these specifications.

#### **SECTION 703.2        PRE-CONSTRUCTION RESPONSIBILITIES**

Provide adequate notice to Madison Water Utility prior to mobilization. Madison Water Utility will schedule and conduct a preconstruction meeting with the Contractor at a mutually acceptable time.

Prior to construction, Madison Water Utility will deliver an informational letter to inform affected residents and emergency services regarding the water main rehabilitation project. It will be the responsibility of the Contractor to notify residents at least 48-hours prior to any planned interruption of service, or immediately upon and throughout any unplanned service interruption.

Do not operate water main valves, curb stops, or fire hydrants without direct authorization from a Madison Water Utility representative

Provide Madison Water Utility at least one (1) working-day notice prior to transferring any water services from the water main to the temporary bypass piping system. For any other work affecting the water system, provide the Engineer at least two (2) working-days' notice prior to beginning, per Section 105.12 of these Specifications or as applicable to Section 703.3 of the Standard Specifications.

Water necessary for cleaning, disinfection and flushing, etc. will be available, at no cost per Special Provision Section 107.11, from one location prior to the start of construction. Contact Madison Water Utility to schedule the installation of RPZ valves at least two (2) working-days' notice prior to the time water service is needed. The provided water source shall be in close proximity to the lines being

rehabilitated. Furnish any necessary piping or flexible hoses, fittings, required for connection between the RPZ valve on the fire hydrant and where water is required.

### **SECTION 703.3            TEMPORARY WATER SERVICE**

As required in Section 701.3 (a), submit a proposed Temporary Water Service plan depicting the proposed components, configuration/locations, protection measures, proposed disinfection methods, bulk chlorine disinfection station(s) and contact information for the Contractor's representative(s) responsible for routine maintenance and emergency response. The temporary water service plan must also indicate if any customer water meters are to be temporarily removed or otherwise affected in order to accommodate the temporary water service or other construction activities. The Temporary Water Service Plan must be approved by the Engineer before installing any section of the temporary distribution piping.

The temporary bypass system shall maintain a continuous supply of water to all affected customers for the duration of time the existing main is out-of-service for rehabilitation. The temporary bypass system shall be maintained in a safe and operative condition at all times. For protection of the work and the public, flashers and barricades shall be installed at apt locations and as directed by the Engineer or Construction Inspector. The flashers and barricades shall be in proper operating condition. Temporary water piping shall be protected from freezing weather at all times.

Additionally, the work is to be in conformance with the requirements of the Standard Specifications, Provisions and AWWA C602 Cement Mortar Lining of Water Pipelines in Place – 4 In. and Larger, Section 4.6 Temporary Bypass to Customers.

If any water meters are to be removed or otherwise affected to establish temporary water service or accommodate any other construction activities, notify the Madison Water Utility Meter Shop according to Section 703.3(a) and coordinate with Madison Water Utility prior to performing any meter related work.

Perform any required or indicated meter removals on the approved Temporary Water Service Plan. Notify the Madison Water Utility Meter Shop of all meter removal appointments and allow the Water Utility to inspect the existing conditions during the removal appointment. Do not reinstall any meter which has been removed. See Section 703.3(e) for meter reinstatement requirements.

If customer water meters are not affected or removed to accommodate construction, the meter reinstatement requirements of Section 703.3(e) shall still apply.

All associated temporary water bypass work, including any work required to schedule appointments and coordinate with Madison Water Utility for meter removals and reinstallations, will be paid under Bid Item 90160 – Temporary Water Service.

### **SECTION 703.3(A)            NOTICE REQUIREMENTS & RESTRICTIONS OF SERVICE INTERRUPTIONS:**

Notify the Madison Water Utility Meter Shop at least three (3) working-days in advance of any anticipated work involving or affecting customer water meters. Notify and coordinate all subsequent water meter related work with the Madison Water Utility Meter Shop as customer appointments are scheduled or as otherwise directed.

Notify the Madison Water Utility Meter Shop at least three (3) working-days in advance of any anticipated work involving the installation of meters on bypass fire hydrants per section 703.3(B).

Meter Shop contact:

- Rick Marx  
608-261-9820  
[rmarx@madisonwater.org](mailto:rmarx@madisonwater.org)

Notify the Construction Inspector and the Engineer at least two (2) working-days in advance of any planned service interruption.

Provide affected customers at least 72-hours of advanced notice of any planned service interruption. The notice shall include the delivery of a door-hanger or similar pamphlet which indicates the date and time of the planned service interruption and, as applicable, the proposed location of temporary service connection and the proposed route of the temporary service line and main bypass line. The notice shall attempt to coordinate the service interruption at a time that is convenient to the customer. Include contact information for the Contractor's field representative and the Engineer.

Whenever possible, make connections to the customer's water service line on a day and at a time that is convenient to the customer. Make satisfactory arrangements with the customer so that stop and waste valves shall be accessible at all times.

Immediately prior to individual service work, attempt to notify the customer again to verify that all water use has been stopped.

Do not interrupt any customer's service until it is certain that all labor, material and equipment necessary to perform the work are present at the work site.

Restore water service as soon as possible. Immediately notify the Madison Water Utility's Project Representative regarding the restoration of service.

For emergency shutdowns and notifications:

In the event of a break on a water main, service, bypass pipe, temporary service or other failure of a Madison Water Utility facility, whether the result of the Contractor's activities or other unrelated matters, act in accordance with the following procedure:

- Immediately notify Madison Water Utility's 24-hour Operator at (608) 266-4667 and inform them of the situation, the affected area, estimated duration, and if there is a need for an immediate water main shutdown.
- Do NOT operate any valves unless directly authorized to do so by a Madison Water Utility representative.
- Notify all residents affected by the emergency service interruption.

### **SECTION 703.3(B)      TEMPORARY BYPASS WATER SYSTEM SET-UP**

Disinfect hydrant standpipes prior to connecting bypass pipes to the hydrants, by pouring 1 quart of commercially available bleach (solution containing approximately 5% sodium hypochlorite) into each hydrant. The hydrants shall be filled with clean water that is allowed to stand for a minimum of 20 minutes. The hydrants shall then be flushed and the bypass pipes connected to it. All hydrant nozzles shall be capped when not in use.

All connections to fire hydrants shall be first metered by Madison Water Utility staff. Refer to Section 703.3(A) for coordination requirements.

Connect only to the 2½-inch hydrant nozzles; the 4½-inch nozzles shall remain capped and accessible for Fire Department use. Support, as necessary, all appurtenances attached to hydrants.

All temporary water service connections to hydrants shall be made in such a manner that they can be removed with minimum effort so that the hydrants can be fully used for firefighting purposes.

When a connection cannot be made on hydrants, a bulkhead connection may be required. Install compatible bulkheads (temporary line caps) on the existing water main in place of a solid cap or plug fitting to keep the section of the existing water main pressurized and capable of supplying a continuous flow of water. The bulkheads shall be fitted with a compatible outlet fitting so the temporary bypass pipe can be fed through the end of the bulkhead. The coupling shall be slid over the end of the water main, and braced or restrained so that it will support normal operating pressure without leaking.



Temporary valves shall be installed on the temporary bypass pipe at all appropriate locations and as designated on the approved Temporary Bypass Service Plan. Valve spacing should, at a minimum, schematically match the existing water main configuration, and also as required to isolate the temporary piping from the existing system. Spacing between adjacent valves shall not exceed 500 feet, unless approved by the Engineer.

Any hydrants within the project taken out of service shall be reported to the Engineer and the City of Madison Fire Department. Completely cover and secure black plastic sheeting around all existing or newly-installed hydrants while they are out-of-service. Maintain the plastic covering until the hydrant is returned to service or removed and salvaged.

Hydrants must remain in service such that no property within the project is within less than 1,000-feet (measured from the hydrant to the property along accessible streets) from an active hydrant.

All hydrants are subject to inspection at any time by either the Madison Water Utility or the City of Madison Fire Department. If they are found to be unserviceable or unsatisfactory in any way, immediate correction shall be made.

Install bypass piping on the house-side of sidewalks and in ditches or along City-owned greenways whenever possible to minimize or avoid crossing traffic or pedestrian routes. Where not possible, provide a ramping system to protect the bypass pipe at each location where pipe crosses roads or driveways. All piping and/or hosing crossing a Metro Transit or MMSD school bus service route or regularly traveled roadway shall be trenched, buried, and backfilled to adequately withstand the traffic loads and be flush to the existing pavement grade. ADA compliance shall be provided at sidewalk or sidewalk ramp crossings per Section 107.7 of these Special Provisions.

All ramping material is to be furnished, installed, maintained and removed by the Contractor. Any required trenched roadway crossings, including pavement cutting, excavation, backfill, maintenance and removal are the responsibility of the Contractor, not Madison Water Utility. Madison Water Utility will provide the final pavement restoration at these locations.

Water from the temporary bypass pipes will NOT be allowed for any purpose other than to supply the bypass pipes. Water for filling water tanks or any other purpose other than supplying water to bypass pipes must be obtained from a hydrant with a Madison Water Utility approved backflow preventer installed per Section 107.11 of the Standard Specifications and these Special Provisions.

Any unconnected threaded main taps must be capped prior to disinfecting the temporary system, and remain capped for the duration of the time that the temporary system is in place.

Under no circumstances shall any portion of the temporary water system lie in a gutter, ditch or any other line of surface water flow.

If previously used material is employed for use in the temporary bypass water system, clean and/or pressure wash the piping such that it inspires confidence in the system.

### **SECTION 703.3(C) TEMPORARY CUSTOMER SERVICE LINES**

Connect customer services that are 1½ inch and smaller, to the temporary bypass system using a hose connected to an outside hose bib. Use a double-valved "Y" connector to connect temporary hose to the customer's hose bib. When a hose bib connection is not possible, an alternate manner of connection shall be reviewed and approved by the Engineer.

After completing the temporary bypass disinfection per Section 703.3(D) of these Special Provisions, thoroughly flush hoses to be used for temporary services with potable water immediately prior to connection to the customer's service. Notify customers in accordance with 703.2(A) prior to shutting off

and transferring the service to the bypass. Do not transfer services to the bypass earlier than necessary to allow the work to progress without delay.

#### **SECTION 703.3(D) BYPASS SYSTEM DISINFECTION**

All bypass pipes and services shall be properly disinfected and yield a safe-water sample prior to connecting any customers to the temporary bypass system. The temporary service connections shall have valves at both the connection to the bypass pipe and near the point of connection to the private plumbing system so the entire bypass system including temporary service lines can be disinfected.

Install a bulk chlorine disinfection station or stations for the disinfection of temporary service laterals. Stations shall consist of a large drum or container filled with disinfectant solution with an attached spigot. Disinfect and flush each lateral adequately before entering it into service

As part of the Temporary Water Service plan, required by Section 701.3(A) and described in Section 703.3 of these Special Provisions, include the proposed disinfection, flushing, and applicable customer notification procedures required for the proposed temporary bypass system. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains and the Standard Specifications, which require 48-hours of disinfection prior to flushing and sampling.

Properly dispose of any highly-chlorinated water in accordance with Standard Specification 703.14(C). Sampling and testing will be done according to the Standard Specifications.

#### **SECTION 703.3(E) RETURN SERVICE LINE TO NEW WATER MAIN**

Schedule all appointments and any necessary customer notifications at all properties being served by the temporary water system prior to reconnection to the existing water system. Notify the Madison Water Utility Meter Shop in accordance with Section 703.3(A) and coordinate with Madison Water Utility prior to performing any meter-related work.

Prior to transferring service lines from the bypass system to the existing water system, clear lines by back flushing with potable water or as otherwise approved in the disinfection and flushing plan. Disconnect the hose, restore the water service line back to normal conditions, and restore water flow. All areas used while providing temporary service shall be properly restored to pre-construction status, or better.

After flushing is completed and service lines have been restored to the permanent laterals, remove the bypass and all associated materials used for maintenance and ramping. Complete the restoration of all areas damaged by temporary bypass pipe and service connections.

#### **SECTION 703.3(F) 24-HOUR MAINTENANCE**

Maintain and repair as necessary all components of the temporary bypass system and all associated protective equipment (barricades, flashers, ramps etc.) at all times. Be equipped to make all repairs necessary at the project site through the duration of the project.

Designate a permanent company employee or subcontractor available and able to maintain the bypass system and services 24 hours every day, seven days a week (including holidays). Provide Madison Water Utility with the applicable emergency and after-hours phone numbers as part of the proposed Temporary Water Service Plan submittal required in Section 701.3(A) of these Special Provisions.

#### **SECTION 703.4 EXCAVATION OF CIPP LINER INSERTION/EXTRACTION PITS**

Based on the information represented on the Plans, the field conditions of the work-site and any design/manufacturing limits of the CIPP liner, identify the number and location of access pit points required to rehabilitate the designated water main. Submit the proposed locations and dimensions to the Engineer for approval as part of the pre-construction submittal requirements in Section 701.3(A) of these Special Provisions.

Madison Water Utility will provide the excavation and water removal, if necessary, for establishing the approved water main access pits, and other approved excavations on the site. Provide at least two (2) working-days notice prior to the anticipated start of the work to coordinate work schedules. The Madison Water Utility coordinator for this work is:

- Tom Rosemeyer  
608-266-5985  
[trosemeyer@madisonwater.org](mailto:trosemeyer@madisonwater.org)

Excavation by Madison Water Utility will not begin until all underground facilities have been marked through Digger's Hotline (three working days' notice required). Excavation work, other than emergency repairs, that is needed outside of normal work hours (Monday-Friday 7:30 AM to 3:30 PM) or excavations requested with less than two working days' notice shall be the responsibility of the Contractor if Madison Water Utility resources are unavailable.

Coordinate the work on-site with Madison Water Utility to ensure that the ditch dimensions adequately allow for the Contractor's proper installation and maintenance of shoring/trench protection and also that the proper length of existing pipe is exposed in the pit based on the manufacturer's recommended installation procedures.

Madison Water Utility will also provide the backfilling work including backfill material, compacting the backfill material, removal of excess ditch/backfill material, final restoration of the access pit, and other work deemed incidental to preparing the ditch and/or pavement base.

The Contractor shall be required to furnish, install, and maintain the shoring/trench protection in the access pits, as well as any other maintenance associated with the access pits after they are excavated.

Shoring/trench protection shall comply with the Standard Specifications and applicable OSHA regulations. Shoring shall be installed such that it completely fills the trench from the bottom of the excavation to a height 1-foot above finished grade. Shoring shall be free of any holes or defects that would otherwise allow standard clear stone to pass through. Minimum inside rectangular dimensions of all shoring enclosures shall be 5.5-feet by 7.5-feet.

Install chain link fencing around all access pits while the pits are open and shored. The chain link fencing shall also be wrapped with high-visibility orange safety fencing. Mount reflective signage on all sides of the fencing to warn of an open excavation. Install barricades as needed on streets where additional traffic control may be required.

The existing water main shall be cut square using an appropriate cutting device which leaves no split or fractured ends. All cut faces of the existing water main shall be chamfered on the inside surface to a suitable profile to prevent damage to the liner pipe during or after insertion. Edge guards, approved lubrication, or other means shall be used as needed to protect the liner from damage caused by the host pipe edges at insertion points.

Immediately upon opening the host main at the liner insertion points, the ends of the adjacent existing water main that are not to be lined at the insertion/extraction points shall be covered/plugged by the Contractor so that no debris or animals shall enter into them during reconstruction work.

A thorough examination of the route of the existing water main shall be made after cutting the existing water main. This should include a pipeline location survey with equipment capable of locating any changes in direction, valves, bends, intrusions, and other fittings that may impede the insertion and/or proper inflation of the CIPP liner.

## **SECTION 703.5            CLEAN AND INSPECT THE EXISTING WATER MAIN**

Remove all internal debris from the pipeline that will interfere with the CIPP liner installation. Pipes shall be adequately cleaned with high-velocity jet cleaners; mechanically powered equipment; cable-attached devices; or fluid-propelled devices (e.g., pipe pigs).

The cleaning method shall remove all rust; scales; tuberculation; deposits; loose or deteriorated remains of any original coatings; and other foreign materials from the inside of the pipe so as to produce a smooth metal surface finish that will allow the new CIPP liner to adhere and securely bond to the existing host pipe.

Lawfully dispose of all materials removed from the pipe during the cleaning operation at an off-site location, and pay all associated landfill fees and taxes. Lawfully dispose of any and all leftover materials and/or byproducts of the rehabilitation process at an off-site location, and pay all associated landfill fees and taxes. Cleanup of any soil contamination caused by or encountered during the excavation and/or water main lining process is to be the responsibility of the Contractor.

Verification of readiness to install the liner shall be performed by experienced personnel trained in locating services, breaks, obstacles, etc. This will include closed-circuit television (CCTV) and possibly also include pipe mandrels or other devices. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP liner. These conditions shall be noted and brought to the attention of the Engineer so that they may be corrected. Copies of CCTV inspection DVD's and related reports shall be made available to the Engineer as soon as possible for review and approval prior to commencement of lining activities.

It shall be the responsibility of Madison Water Utility to remove any unforeseen obstructions that might prevent the liner installation. Madison Water Utility shall have the right to make corrective repairs using in-house staff; a third-party contractor; or if it is deemed to be in Madison Water Utility's best interest to do so, the Engineer may authorize the Contractor to make repairs and compensate the additional work under the terms of this Contract.

Any external water leaking back into the existing pipeline shall be removed so as not to interfere with the proper installation and curing of the CIPP liner.

Verify the length of water main sections to be cleaned and lined. Flush the host pipe with clean water to remove any loose debris from the interior surface of the pipe, and remove all standing water from the inside surfaces of the cleaned water main by passing a sufficient number of oversized foam swabs through the main. A progressive expansion method to remove standing water is also allowed.

Perform and submit to the Engineer video recording files of the closed circuit television (CCTV) inspection of existing water mains at two intervals:

1. Prior to water main lining, per Section 703.5 of these Special Provisions.
2. The finished pipeline after service reinstatement, per Section 703.5 and Section 703.12 of these Special Provisions.

Provide Madison Water Utility and the Wisconsin Department of Natural Resources with a complete set of all required inspection video recording files. The picture quality and definition shall be clear and acceptable for viewing and the files shall be compatible with Microsoft Windows operation systems. Information in the files shall identify the water main section, direction of travel, and the date of inspection. Where applicable, the files shall include a voice description of the location of any identified defects.

## **SECTION 703.6            PREPARE WATER SERVICE CONNECTIONS FOR LINING**

Prior to installing the CIPP liner, locate all existing water service laterals, and plug the service laterals as recommended by the manufacturer and approved by the Engineer. The insertion of plugs into the service connections may be done simultaneously with the pre-installation CCTV inspections.

The plugs, or other approved devices, shall prevent any accumulation of resin inside the service lines that may otherwise obstruct them, and shall also prevent water infiltration from a leaking curb-stop service valve.

The plugs, or other approved devices, shall make visible any non-penetrating service connections in the lined pipe, to ensure that operators are able to accurately locate the non-penetrating service connections after they have been covered with the CIPP liner.

#### **SECTION 703.7            EQUIPMENT SUFFICIENCY**

Provide a suitable quantity of temperature and pressure gauges, capable of meeting or exceeding the manufacturer's standards and specifications for monitoring installation and curing of the CIPP liner. Puller units and winch cables shall be equipped with manufacturer-recommended tension gauges, and shall be smooth running and variable speed. The cutting devices shall be remotely-monitored devices for use inside the lined pipes.

Prepare and inspect all necessary tools and any spare parts that are required for equipment which suffers recurring breakdowns, and ensure that said tools and spare parts are available at the work-site. Prepare and make operable all necessary communication equipment for the installation field crew.

#### **SECTION 703.8            RESIN MATERIAL INSPECTION**

Ensure that the Engineer and other Madison Water Utility representatives are able to inspect the epoxy resin materials and/or the chemical impregnation procedures of the CIPP liner tube or spin-cast surfacing liners. The resins and catalyst systems shall be prepared as recommended by the liner manufacturers, NSF, and as approved by the Engineer and shall be monitored and documented for each installation.

The quantities of the resins and catalyst systems must be prepared in accordance to the manufacturer's standards and NSF requirements to yield liners that, when cured, provide at least the lining thickness specified in the approved liner designs plus additional allowances for polymerization shrinkage and the loss of resins through irregularities in the deteriorated host pipe walls. Liner thickness measurements shall exclude the thickness of any polymeric membranes or any other non-structural surface coatings. Ratios of the epoxy resin mixtures shall be documented for each installation and verified for consistency with ratios identified on the product's NSF/ANSI 61 certification.

If any chemical impregnation procedures are done onsite, the impregnation shall be done in an enclosed vehicle or other controlled environment approved by the Engineer. On-site impregnation in open air space is not acceptable.

#### **SECTION 703.9            INSTALLING THE CIPP LINER**

Prior to installing the CIPP liner, verify full compliance with the approval requirements of the Engineer as specified in Section 701.3 of these Special Provisions; also verify full compliance with the approval requirements of the WI-DNR as specified in Sections 108.2 and 702.3 of these Special Provisions. Do not proceed with the installation of liners until the Engineer, in writing, certifies compliance and gives direction to proceed with the CIPP liner installations. The approved liners shall be installed pursuant to the specific provisions set forth for the approved lining methods.

#### **SECTION 703.9(A)        PREPARING AND INSERTING THE CIPP LINER**

The CIPP liner system shall be installed within the existing water main through the insertion point by either spin-casting, inversion or by the pull-in-place method, as recommended by the manufacturer and as specified in ASTM F126/1723 and/or other applicable ASTM Standards required by the Engineer.

The liner dimensions shall be sufficient enough to fully extend the liners within the host pipe both circumferentially and longitudinally. Liner dimensions must also ensure that the proper finished pipe

thickness will be obtained, with the liners either adhering to or fitting tightly against the interior walls of the existing pipes and without creating annular spaces between the liners and the host pipes.

Before installation begins, confirm as applicable the minimum pressure required to hold the liners tight against the existing pipeline and the maximum allowable pressure so as not to damage the liner materials. In order to ensure a proper fit of the liners, pressure shall be maintained between the recommended minimum and maximum pressures through the duration of the installation process. As applicable, verify that field installation data-logs and installation procedures are consistent with manufacturer recommendations and any installation/curing requirements identified in the NSF/ANSI 61 certifications for the liner products.

### **SECTION 703.9(B)     CURING THE CIPP LINER**

The equipment used to execute the curing of the CIPP liners shall be in accordance with the liner manufacturer's equipment requirements. As applicable, the equipment shall be capable of uniformly raising the temperature in the entire liner above the temperature required to initiate and complete the curing of the resin system. The required temperatures shall be determined by the manufacturer requirements of the approved resin/catalyst systems. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the incoming and outgoing heat exchanger circulating heating medium. The monitoring devices shall be in accordance to Section 703.6 of these Special Provisions. Thermocouples or temperature gauges or infra-red guns shall be used at the insertion and extraction points to determine and record the temperature of the liners and times of exotherm.

Sufficiently monitor and document the pressure readings, temperature readings and the time of readings throughout the duration of the curing process (from before the initiation of the heat source through the cool-down phase). A copy of the documentation shall be submitted to the Engineer in accordance with Section 701.3(B) of these Special Provisions.

The cure periods shall be of a duration recommended by the resin manufacturers and/or the NSF/ANSI 61 certification. Extend the duration as necessary for the site specific conditions at the time of curing (temperature, moisture level, thermal conductivity of soil, etc.). During this cure time, it is required that the temperature inside the liner be continuously maintained at or above the temperature required by the manufacturer and/or NSF/ANSI 61 requirements for curing the product.

The curing shall be considered complete when inspection of the exposed portions of the liner show it to be hard and sound, and the temperature readings at the interface of the liners with the host pipes show that enough heating had occurred to ensure that no portions of the CIPP liner have not been fully cured.

Once the cures are ensured to be 100% complete, cool the hardened liners to a temperature below one hundred degrees Fahrenheit (100°F) before relieving the internal pressure. The cool-down shall be accomplished as recommended by the manufacturers. Care shall be taken during the release of the internal pressure so that a vacuum does not develop that could damage the newly installed liner.

After the liners are sufficiently cooled to below one hundred degrees Fahrenheit (100°F), and before beginning to reinstate the service laterals, a CCTV inspection of the newly installed liners shall be performed to confirm that the liners were properly installed and completely cured. If no services are involved, then this inspection is to be recorded and delivered to the Engineer on file as the final TV inspection submittal.

The finished lining segments shall be continuous over their entire lengths and be free from visual defects such as foreign inclusions, dry spots, pinholes and de-laminations. All lining shall be impervious and free of any leakage.

If at the insertion/extraction ends the lining fails to make a tight seal, notify the Engineer and apply a seal of a resin mixture compatible with the CIPP liner or repair using manufacturer's approved methods if different from above.

## **SECTION 703.10      PRESSURE TESTING**

Pressure testing for water-tightness is required on all CIPP sections installed, and shall be completed after the preliminary video inspection but before the reinstatement of service connections, unless otherwise directed by the Engineer.

Remove any trapped air and stabilize the CIPP liner prior to beginning hydrostatic pressure testing.

Perform hydrostatic pressure test on the lined water main at a hydrostatic pressure of 25% greater than the normal area pressure, for a period of one hour.

After the one-hour test, the quantified make up water shall be calculated and if the loss at test pressure exceeds what is acceptable (up to 20 gallons per inch diameter, per mile, per day) identify the source of the loss and minimize it in a manner acceptable to the Engineer.

## **SECTION 703.11      REINSTATE SERVICE OPENINGS**

Upon completion of installation and pressure testing of the CIPP liner, reconnect existing services from the interior of the water main using a television camera directed robotic cutting device that removes a small section of the liner to expose the corporation valve opening. All connections that are to be re-opened shall be satisfactorily opened to the size of the original opening, and to the depth required to completely open the water service connection to its pre-lining state. The reinstated service opening shall be circular, smooth and flush.

Each successful service reinstatement will be paid under Bid Items 90162 and 90165 – Reinstatement Service Opening. In the event that a service cannot be successfully reinstated from within the pipeline, the service must either be connected using manufacturer's recommended methods and as approved by the Engineer, or a new service must be tapped into the newly rehabilitated water main. Provide the Engineer at least two working-days' notice prior to beginning any such work, per Section 105.12 of these Specifications or as applicable to Section 703.3 of the Standard Specifications.

Any additional cost resulting from unsuccessfully reinstating a service opening from within the pipeline shall be borne solely by the Contractor, and there shall be no claim against Madison Water Utility for any additional required work associated with the service lateral reinstatement.

## **SECTION 703.12      FINAL TELEVISION INSPECTION**

A final television inspection and video recording of the rehabilitated water main, including the restored service connections, shall be performed immediately after work is completed. The final CCTV recording files shall be submitted to the Engineer in accordance to Sections 701.3(B) and 703.5 of these Special Provisions.

Should the results of this final inspection reveal any defects that are determined by the Engineer to be repairable, repair these defects as directed by the Engineer. Should the results of this final inspection reveal any defects that are determined by the Engineer and manufacturer not to be repairable, remove and replace the existing water main as ordered by the Engineer. Any repairs or replacements, as directed, shall be completed at no cost to Madison Water Utility or the City of Madison.

## **SECTION 703.13      RECONNECT WATER MAIN**

After the final television inspection is completed, Madison Water Utility will furnish and install new water main and reinstall the removed sections of the existing pipeline (e.g. at insertion/reception pits, valves, connections, etc.) as indicated on the Plans. Any required cutting or removal of lined water main will be done in accordance to the manufacturer's recommendations provided to Madison Water Utility. Any additional shoring or trench protection needed for installing/reconnecting water mains will be the responsibility of Madison Water Utility. Provide at least two (2) working-days' notice to the Madison Water

Utility contact listed in Section 703.4 prior to the anticipated start of the water main work, to coordinate work schedules.

Madison Water Utility main installation/reconnection work, other than emergency repairs, shall only occur during normal working hours (Monday-Friday 7:30 AM to 3:30 PM) unless otherwise approved by the Madison Water Utility.

The Contractor shall be responsible for furnishing and performing water main disinfection according to the Standard Specifications and these Special Provisions. Coordinate and work with Madison Water Utility during the water main installations/reconnections to properly perform disinfection procedures and to ensure the adequacy of the new materials furnished and installed by Madison Water Utility.

#### **SECTION 703.14      DISINFECTION**

All rehabilitated water mains, newly installed water mains, or reinstalled existing water mains shall be properly disinfected by the Contractor and produce a safe-water sample before any customers may be reconnected to the water system. Coordinate this work with Madison Water Utility to properly disinfect and ensure the adequacy of all new water mains being furnished and installed by Madison Water Utility or others.

As part of the submittals required under Section 701.3(A) of these Special Provisions, include the proposed CIPP Lining Disinfection Plan to the Engineer for approval. The plan shall identify the disinfection, flushing, and applicable customer notification procedures required to properly disinfect all water main work included in this Contract. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains.

Once all of the pipe work is completed, perform chlorine disinfection of the newly installed pipe and CIPP liner in accordance with the approved CIPP Liner Disinfection Plan.

Properly dispose of any highly-chlorinated water in accordance to Standard Specification 703.14(C). Sampling and testing will be done according to the Standard Specifications.

Customer service lines shall be transferred from the temporary bypass system to the newly-rehabilitated system after both of the following occur:

1. Acceptable water samples have been obtained and approved by the Engineer in accordance to Section 703.14(A) of these Special Provisions.
2. The line has been flushed following the 24-hour stagnation sampling procedures in Special Provisions Sections 703.15.

#### **SECTION 703.15      MADISON WATER UTILITY WATER QUALITY SAMPLING AND TESTING**

Madison Water Utility shall sample and test the rehabilitated drinking water system to ensure that the CIPP lining system is not leaching any volatile organic compounds (VOCs) and/or Bisphenol A (BPA) into the water. Sampling shall occur after the disinfection and flushing of the rehabilitated water main. Locations (and number of samples) to be taken shall be determined by the WI-DNR.

After approved disinfection and flushing, allow the water within the filled rehabilitated pipe sections to stagnate for at least 24-hours before Madison Water Utility takes the post-lining testing samples. Notify the Engineer prior to beginning the stagnation period.

Madison Water Utility will pay for all fees associated with this testing. **VOC/BPA samples shall only be allowed to be taken between Mondays and Wednesdays of the work week.**



After the post-lining VOC and/or BPA samples have been collected and the Engineer has authorized proceeding, the customer service lines shall be transferred from the temporary bypass system to the permanent service lines on the rehabilitated water main.

#### **SECTION 703.16      QUALITY ASSURANCE TESTING**

A thorough evaluation of the CIPP liner is intended and considered incidental to the installation of the CIPP liner. Prepare and collect all product/material samples required herein, complete all requested testing procedures, and submit to the Engineer all associated test results, data, and reports in a timely manner.

Product / Material Samples:

- Collect and submit one restrained tube sample prepared as specified in ASTM F1216 for each liner segment installed. Notify the Engineer if a restrained tube sample cannot be prepared due to physical constraints; a flat plate sample shall be prepared in lieu of the restrained tube. These samples will be in addition to any samples required for required product evaluation testing.

Product Evaluation Testing / Test Data:

- CIPP flat plate samples shall be prepared and physical properties tested in accordance with ASTM F1216 Section 8.1.3.1 – Short Term Flexural Properties, and ASTM F1216 Section 8.1.32 – Tensile Properties.
- CIPP liner wall thickness shall be tested for each liner segment installed in accordance with ASTM F1216 Section 8.6 – CIPP Wall Thickness. The minimum wall thickness at any point shall not be less than the approved minimum design wall thickness, excluding the thickness of any polymeric membranes or any other non-structural surface coatings.
- Test results from the VOC analysis (Section 703.14(B)).
- Test results from the BPA analysis (Section 703.14(C)).

#### **SECTION 703.17      ACCEPTANCE**

Site restoration is considered incidental to the installation of the CIPP liner. Ensure that the entire work-site is sufficiently restored to pre-construction conditions or better. Any excavated areas and other work areas prepared or maintained by Madison Water Utility will be restored by Madison Water Utility.

The CIPP liner shall be deemed acceptable when the installation is performed according to these Special Provisions and Contract documents, and when the applicable tests data submittals are satisfied according to Section 703.16 of these Special Provisions.

Any remaining work pertinent to backfilling excavations, pavement milling, placing asphalt, placing concrete, etc. shall be the responsibility of Madison Water Utility and/or the City of Madison.

#### **BID ITEM 90160:      PROVIDE & MAINTAIN TEMPORARY WATER SERVICE**

1. Description.

This bid item will apply to the areas as described in Article 104 of these Special Provisions, and consist of the cost of furnishing, installing, maintaining and removing:

- All temporary bypass pipe and pipe fittings
- Valves including large service valves as required
- Service lines
- General hardware
- Water supply connection backflow preventers and reduced pressure zone devices
- Testing, flushing, and sampling taps

Work may also include but is not limited to:

- Disinfecting, scheduling and assisting with obtaining health samples
- Ramping, pavement cutting, excavation, and burial at road crossings/sidewalks/driveways
- Preparation and distribution of service interruption notices
- Maintenance of the bypass system throughout the duration of project
- Site restoration excluding final pavement restoration
- Furnishing all labor, additional material and equipment necessary to complete work as described

2. Materials.

Materials under these bid items shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under these bid items shall be in accordance to Section 703 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

These bid items are measured as one lump sum to include all temporary water service work performed in accordance with these Special Provisions.

5. Basis of Payment.

These bid items shall be paid for at the Contract lump sum unit price. Lump sum payment shall be full compensation for all temporary water service work as specified.

A partial payment of 50 percent of the unit price bid may be made for the bypass pipe system after assembly has been completed, disinfected, tested and safe water samples have been obtained. The remaining 50 percent of the unit price may be paid when the bypass system has been removed and associated site restorations have been completed.

**BID ITEM 90161:        STRUCTURAL REHABILITATION OF 6-IN WATER MAIN**

1. Description.

This bid item will apply to the areas as described in Article 104 of these Special Provisions and includes all labor, materials, plant, equipment, samples, tests, and insurance required and necessary for the designing, fabricating, furnishing, delivering, mobilization, traffic control, cleaning, inspecting/surveying, installing, field and lab testing and reporting, reconnecting, disinfecting, site restoration, and re-commissioning of the existing water main reconstructed by using an approved CIPP liner method and all work incidental thereto, all in accordance with the Plans, Special Provisions, and applicable Standard Specifications, and as directed by the Engineer.

Included in these bid items shall be the cost of all labor, material and equipment required to locate and set-up insertion and receiving pits (excavated by Madison Water Utility) with sheeting/bracing in accordance to OSHA and the Standard Specifications (See Section 703.2 – Excavation and Section 703.3 – Sheeting, Bracing and Shoring), carefully hand excavating if required, removal of existing pipe, cleaning up, disposal of any removed materials-, and cut/remove portions of the existing water main at insertion and extraction points.

In addition, included in these bid items shall be the cost for mobilization, traffic and site control, signage, miscellaneous site facilities and equipment, all required submittals, notifications, CCTV inspection and video recording, field and lab testing as required in the Contract documents, and other incidentals required to complete the work. No separate or additional payment will be made for this work.

2. Materials.

Materials under these bid items shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under these bid items shall be in accordance to Section 703 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

The quantity of these bid items to be measured for payment shall be the number of linear feet of existing water main actually reconstructed by the approved CIPP lining method, complete, all in accordance with the Contract documents and to the satisfaction of the Engineer, measured along the centerline of the water main from insertion point to extraction point.

5. Basis of Payment.

These bid items shall be paid for at the Contract unit price per linear foot. Payment per linear foot shall be full compensation for all work in furnishing and installing the liner as specified.

**BID ITEM 90162: REINSTATE SERVICE OPENING**

1. Description.

This bid item will apply to the areas as described in Article 104 of these Special Provisions and include all labor, materials, equipment, tools, and incidentals required to re-open existing services (two-inch diameter or smaller) from the interior of the CIPP lined water main.

2. Materials.

Materials under these bid items shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

3. Construction Methods.

Construction methods under these bid items shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

4. Method of Measurement.

The quantity of these bid items to be measured for payment shall be the number of service locations which are re-opened to the size and depth of the original opening and are satisfactorily circular, smooth and flush.

5. Basis of Payment.

These bid items shall be paid for at the Contract unit price per each re-opened service. Payment per each shall be full compensation for all work in furnishing and installing the liner as specified.

In the event a service cannot be successfully reinstated from within the pipeline, the service must be connected using manufacturer's recommended methods and as approved by the Engineer or a new service must be tapped into the newly rehabilitated water main, including all required excavation and surface restoration.

Any additional cost resulting from repairing and/or re-tapping a new service connection due to an unsuccessfully reinstated service opening shall be bore solely by the Contractor, and there shall be no claims against Madison Water Utility for any additional required work associated with the service lateral reinstatement.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR  
CONTRACT NO. 9056**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
*(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ 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

\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires \_\_\_\_\_

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

## SECTION F: BEST VALUE CONTRACTING

### CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR CONTRACT NO. 9056

#### Best Value Contracting

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

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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

## **SECTION G: BID BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

### **CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR CONTRACT NO. 9056**

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

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. \_\_\_\_\_ for the year \_\_\_\_\_, 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
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.



## Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty One between \_\_\_\_\_ 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 \_\_\_\_\_, 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:

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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 \_\_\_\_\_ (\$\_\_\_\_\_) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

**c. Exemptions:** This section shall not apply when:

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

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

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CONTRACT NO. 9056**

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:

	_____
	Company Name
Witness	Date
Witness	Date

	_____
	President
	Date
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	_____
	Finance Director
	Date
	Date

	_____
	City Attorney
	Date
	Date

	_____
	Witness
	Date

	_____
	Mayor
	Date
	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we \_\_\_\_\_  
 as principal, and \_\_\_\_\_  
 Company of \_\_\_\_\_ as surety, are held and firmly bound unto the City of  
 Madison, Wisconsin, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) 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:

**CIPP 2021 - PONTIAC TRL, NOKOMIS CT, ROSEWOOD CIR  
 CONTRACT NO. 9056**

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 \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
 Company Name (Principal)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 President Seal

\_\_\_\_\_  
 Secretary

Approved as to form:

\_\_\_\_\_  
 Surety Seal  
 Salary Employee       Commission

\_\_\_\_\_  
 City Attorney

By \_\_\_\_\_  
 Attorney-in-Fact

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Agent Signature

## SECTION J: DAVIS-BACON LABOR PROVISIONS

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

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

### (1) Minimum wages.

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

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



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

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

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

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

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

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

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

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

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

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

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

(2) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and Trainees

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### PREVAILING WAGES

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

#### OVERTIME

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

#### ENFORCEMENT

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

#### APPRENTICES

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

#### PROPER PAY

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

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



## SECTION K: DAVIS BACON WAGE RATES

"General Decision Number: WI20210010 07/09/2021

Superseded General Decision Number: WI20200010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

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

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

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021
4	05/14/2021
5	07/09/2021

BRWI0001-002 06/01/2020

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



## SECTION K: DAVIS BACON WAGE RATES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.77
-----		
BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40
-----		
BRWI0003-002 06/01/2020		

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

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

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

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

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

## SECTION K: DAVIS BACON WAGE RATES

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 BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

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

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

-----  
 BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

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

-----  
 BRWI0019-002 06/01/2020

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

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

-----  
 BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

-----  
 CARP0087-001 05/01/2016

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

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

## SECTION K: DAVIS BACON WAGE RATES

CARP0252-002 06/01/2016

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

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

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 CARP0252-010 06/01/2016

ASHLAND COUNTY

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

-----  
 CARP0264-003 06/01/2016

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

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

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 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

## SECTION K: DAVIS BACON WAGE RATES

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

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

ELEC0014-002 06/14/2020

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

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

ELEC0014-007 07/05/2020

REMAINING COUNTIES

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

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

ELEC0127-002 06/01/2020

KENOSHA COUNTY

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

## SECTION K: DAVIS BACON WAGE RATES

ELEC0158-002 06/01/2020

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

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

ELEC0159-003 08/02/2020

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

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

ELEC0219-004 06/01/2019

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

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

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

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

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,  
 Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,

## SECTION K: DAVIS BACON WAGE RATES

MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20
-----		
ELEC0430-002 02/02/2021		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871
-----		
* ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67
-----		
* ELEC0494-006 06/01/2021		

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

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74
-----		
* ELEC0494-013 06/01/2021		

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music

## SECTION K: DAVIS BACON WAGE RATES

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

ELEC0577-003 06/01/2020

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

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

\* ELEC0890-003 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019

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

# SECTION K: DAVIS BACON WAGE RATES

ENGI0139-005 06/01/2020

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

## HAZARDOUS WASTE PREMIUMS:

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

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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



## SECTION K: DAVIS BACON WAGE RATES

winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

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

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

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 \* IRON0008-002 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

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

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 \* IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

## SECTION K: DAVIS BACON WAGE RATES

\* IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06
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IRON0498-005 06/01/2019		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53
-----		
IRON0512-008 06/03/2019		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40
-----		
IRON0512-021 05/03/2021		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80
-----		
LAB00113-002 06/01/2020		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26

## SECTION K: DAVIS BACON WAGE RATES

Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2020

### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
<b>LABORER</b>		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);

## SECTION K: DAVIS BACON WAGE RATES

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

## SECTION K: DAVIS BACON WAGE RATES

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 LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
 CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
 DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
 JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
 MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
 OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
 RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
 CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
 Demolition and Wrecking Laborer; Guard Rail, Fence, and  
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
 Stone Handler; Bituminous Worker (Shoveler, Loader, and  
 Utility Man); Batch Truck Dumper or Cement Handler;  
 Bituminous Worker (Dumper, Ironer, Smoother and Tamper);  
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand  
 Operated); Chain Saw Operator, Demolition Burning Torch  
 Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
 (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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 LAB00464-003 06/01/2020

## SECTION K: DAVIS BACON WAGE RATES

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2019

## SECTION K: DAVIS BACON WAGE RATES

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36
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PAIN0259-002 05/01/2008		

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2019		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86
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PAIN0802-002 06/01/2019		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

## SECTION K: DAVIS BACON WAGE RATES

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PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 30.93	18.58

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PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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PAIN1011-002 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,



## SECTION K: DAVIS BACON WAGE RATES

FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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 \* TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

## SECTION K: DAVIS BACON WAGE RATES

on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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

## SECTION K: DAVIS BACON WAGE RATES

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.

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### 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

## SECTION K: DAVIS BACON WAGE RATES

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"