

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/08/2021

Contract between: R.G. Huston CO., Inc.
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: W. Washington Avenue Assessment District - 021

Contract No.: 8574 File No.: 65445
 Enactment No.: RES-21-00409 Enactment Date: 06/07/2021
 Dollar Amount: 3,484,000.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/8/21	6/8/21
Director of Civil Rights	6/8/21	6/8/21 MG
Risk Manager	6/9/21	6/9/21 mee
Finance Director	6/9/21	6-9-21
City Attorney	6/9/2021	6-10-21
Mayor	6.10.21	6.15.21

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

Original + 2 Copies

06/08/2021 09:58:45 enjls - Jim Wolfe 266-4099



Legislation Details (With Text)

File #: 65445 **Version:** 1 **Name:** Awarding Public Works Contract No. 8574, W. Washington Avenue Assessment District - 2021.

Type: Resolution **Status:** Passed

File created: 5/7/2021 **In control:** Engineering Division

On agenda: 6/1/2021 **Final action:** 6/1/2021

Enactment date: 6/7/2021 **Enactment #:** RES-21-00409

Title: Awarding Public Works Contract No. 8574, W. Washington Avenue Assessment District - 2021. (4th AD)

Sponsors: Michael E. Verveer

Indexes:

Code sections:

Attachments: 1. 8574BidOpeningTab-1.pdf, 2. 8574 contract.pdf

Date	Ver.	Action By	Action	Result
6/1/2021	1	COMMON COUNCIL	Adopt	Pass
5/18/2021	1	COMMON COUNCIL	Refer to a future Meeting to Adopt	Pass
5/12/2021	1	Engineering Division	Referred for Introduction	

The proposed resolution authorizes awarding the contract for W. Washington Avenue Assessment District - 2021 at a total cost of \$3,762,720 including contingency. Sufficient budget authority for the proposed contract is included in Munis Project 13173. No additional appropriation is required. Funds are available in the following accounts.

STREET ACCOUNT:	13173-402-170	\$1,159,940.85
STREET STORM ACCOUNT:	13173-402-174	\$130,123.80
STORM ACCOUNT:	13173-84-174	\$578,493.45
SANITARY ACCOUNT:	13173-83-173	\$941,846.59
WATER ACCOUNT:	13173-86-179	\$827,147.62
SIGNALS ACCOUNT:	13173-402-176	\$46,554.48
STREET LIGHTING:	13173-402-177	\$78,613.20
TOTAL		\$3,762,720

Awarding Public Works Contract No. 8574, W. Washington Avenue Assessment District - 2021. (4th AD)
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8574
W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

R. G. HUSTON CO., INC.

\$3,484,000.00

Acct. No. 13173-402-170: 54410 (91396)	\$1,074,019.31
Contingency 8%±	<u>85,920.69</u>
Sub-Total	\$1,159,940.00
Acct. No. 13173-402-174: 54445 (91345)	\$ 120,485.00
Contingency 8%±	<u>9,635.00</u>
Sub-Total	\$ 130,120.00
Acct. No. 13173-84-174: 54445 (91345)	\$ 535,642.08
Contingency 8%±	<u>42,847.92</u>
Sub-Total	\$ 578,490.00
Acct. No. 13173-83-173: 54445 (91345)	\$ 872,080.18
Contingency 8%±	<u>69,769.82</u>
Sub-Total	\$ 941,850.00
Acct. No. 13173-86-179: 54445 (91360)	\$ 765,877.43
Contingency 8%±	<u>61,272.57</u>
Sub-Total	\$ 827,150.00
Acct. No. 13173-402-176: 54430 (96882)	\$ 43,106.00
Contingency 8%±	<u>3,444.00</u>
Sub-Total	\$ 46,550.00
Acct. No. 13173-402-177: 54435 (91232)	\$ 72,790.00
Contingency 8%±	<u>5,820.00</u>
Sub-Total	\$ 78,610.00
 GRAND TOTAL	 <u>\$3,762,710.00</u>

\$3,484,000.00
FILE COPY

BID OF R. G. HUSTON CO., INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574

MUNIS NO. 13173

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 1, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8574**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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

Christy Bachmann for

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

RFP: jw

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:	W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8574
DBE GOAL	8%
BID BOND	5%
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 13, 2021
BID SUBMISSION (2:00 P.M.)	MAY 20, 2021
BID OPEN (2:30 P.M.)	MAY 20, 2021
PUBLISHED IN WSJ	MAY 6 & 13, 2021

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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.

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

DAVIS BACON COMPLIANCE PROVISIONS

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

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

AMERICAN IRON AND STEEL (AIS)

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: DISADVANTAGED BUSINESS ENTERPRISE

Instructions to Bidders City of Madison DBE Program Information

Disadvantaged Business Enterprise (DBE) Program Information

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

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

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

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

– OR –

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

A copy of the complete City of Madison Disadvantaged Business Enterprise Program and/or DBE Directory may be obtained by calling the City Civil Rights Department at (608) 267-8759, or online at: <https://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 CWFP or SDWLP funded project must also make good faith efforts whenever they subcontract for construction work, equipment, raw materials, or supplies. The Environmental Protection Agency (EPA) identifies Six Good Faith Efforts which are required to ensure that all DBEs have the opportunity to compete for procurements funded in whole or part by EPA financial assistance dollars. In order to demonstrate a good faith effort, the recipient and the prime contractor must, at a minimum, fulfill the following six (6) affirmative steps:

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

2.3 Solicitation Requirements

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

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

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

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

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

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

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

2.4 Required Submittals by Bidder / Prime Contractor

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

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

2.5 Additional Solicitation Information

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

2.6 Contract Administration Requirements

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

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

2.7 Federal Equivalency Requirements

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

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

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

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

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

I. Project Information

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

II. Good Faith Effort

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

Municipal Certification

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

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

DO NOT WRITE BELOW THIS LINE - DNR USE ONLY

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

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

SECTION D: SPECIAL PROVISIONS

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8574**

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

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

SECTION 102.11 BEST VALUE CONTRACTING

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

SECTION 102.13: FEDERAL PREVAILING WAGE

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

- Building
- Heavy
- Highway
- Residential

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

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

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, June 3, 2021**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, June 2, 2021**.

ARTICLE 104

SCOPE OF WORK

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

The project limits for the work are on W. Washington Ave. from Bedford St. thru Broom St., including a portion of S. Bassett St.

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

SECTION 105.12

COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews and work weekends in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

There is an existing stone remaining from a historic carriage walk, located in the terrace outside 411 W. Washington Ave. This carriage stone is not to be disturbed, and the Contractor shall use caution when working in the area and take all measures necessary to protect this item.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. A number of the properties adjacent to the project have larger parking lots and will be considered commercial driveways. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

The major turnover for rental properties in this area takes place from August 14 thru August 16. The traffic control may remain in place during these dates, but no work may take place and the site shall be organized and adequately cleaned up such that is safe for parking use. Access to all driveways shall be provided starting on August 7 through August 22.

Coordination with Utilities and Building Contractor

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing gas mains within the project limits are steel and relocations may require several days of work. If a conflict is determined, the utility shall be notified promptly and the contractor shall provide space for the utility crews to work on resolving the conflict. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments.

Currently, the property at 510 W. Washington Ave. is being redeveloped. The completion date of this project is not until the summer of 2022. Currently, the contractor working on that project, VJS Construction Services, has a street occupancy that includes the sidewalk, terrace, and parking lane along the W. Washington Ave. and N. Bassett St. frontages. The primary location for deliveries and crane operations is along the W. Washington Ave. side of the project. During work on the south side of W. Washington Ave., the occupancy will remain in place, but the building contractor will provide a pedestrian walkway on the north side of the street. No sidewalk closures may proceed on the south side until the pedestrian walkway on the north side is in place. The Contractor shall provide a minimum of 2 weeks' notice to VJS prior to switching phases to the north side of W. Washington Ave. When switching to that phase, the Contractor shall coordinate with VJS to relocate or remove their fencing and materials as necessary, provided that their site is protected by the project traffic control. The Contractor shall continue to coordinate the work, and shall maintain access for VJS to take deliveries, allow space for some material storage within the terrace along W. Washington Ave., and provide adequate space to move equipment along the W. Washington Ave. frontage of their project. The project has also installed tree protection fencing around the existing trees in the terrace. This fencing is to remain. Depending on the status of their project, some quantities of work under this contract may need to be reduced, which includes removal of concrete driveway aprons, removal and replacement of curb and gutter, landscape restoration, and removal and replacement of concrete sidewalk. Contact Brian Johannes (bjohannes@vjscs.com or 262-219-1466) or Matt McHugh (MMcHugh@vjscs.com) with VJS to coordinate work between the projects.

New underground utilities will also be installed by the private utility companies during this project. Contractor shall coordinate with the utilities and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work. MG&E will install a new manhole and conduit duct package to serve the new development currently under construction at the corner of Bassett & W. Washington Ave. The manhole on the existing duct package around the centerline of W. Washington Ave. is expected to be installed prior to the start of work under this contract, but the duct package crossing the street to the north to serve the development will be constructed in coordination with this project. The new manhole and crossing will be installed around Station 5+20. Charter and MG&E will also be installing new underground conduit along the W. Washington Ave. frontage of the property.

SECTION 106.1: SOURCE AND SUPPLY AND QUALITY

AMERICAN IRON AND STEEL REQUIREMENTS:

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

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

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting

from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

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

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

Date
Company Name
Company Address
City, State Zip

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

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

Item, Products and/or Materials:

1. Xxx
2. Xxx

Such process took place at the following location:

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

Signed by company representative

SECTION 107.6

DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7

MAINTENANCE OF TRAFFIC

Work Restriction Days:

The major turnover for rental properties in this area takes place from August 14 thru August 16. The traffic control may remain in place during these dates, but no work may take place and the site shall be organized and adequately cleaned up such that is safe for parking use. Access to all driveways shall be provided starting on August 7 through August 22.

Portable, Changeable Message Boards (PCMS):

- 1 PCMS for 6 days prior to S Bassett St closure
- 1 PCMS for 6 days prior to N Bassett St closure
- 1 PCMS for 6 days prior to start of Phase 3 (closure of eastbound traffic at Bedford St)

- 1 PCMS for 6 days prior to start of Phase 3b (Bedford St closure)
- 5 PCMS for 6 days prior to full closure for surface paving
- 5 PCMS for day of surface paving

Notify Tom Mohr, tmohr@cityofmadison.com, City Traffic Engineering prior to placing the message boards for the closures to coordinate placement and message.

Recommended Construction Phasing:

Phase 1A (South Bassett St)

- Construct utilities within the S Bassett Street intersection. Use Type 3 trench patch to reopen to traffic.
- Close S Bassett St. Detour bikes. Maintain one lane of traffic in each direction along W Washington Ave.

Phase 1B (North Bassett St)

- Construct utilities within the N Bassett Street intersection. Use Type 3 trench patch to reopen to traffic.
- Close N Bassett St. Maintain one lane of traffic in each direction along W Washington Ave.

Phase 2 (South Half of W Washington Ave)

- Construct utilities and place binder asphalt on the south side of W Washington Ave.
- Maintain one lane of traffic in each direction on the 400 block of W Washington Ave. Close eastbound traffic on the 500 block of W Washington Ave.

Phase 2B (South Half of Bedford St intersection)

- Construct utilities and place Type 3 trench patch on the south half of the Bedford St intersection.
- Close S Bedford St.

Phase 2C (Southeast Quadrant of Broom St intersection)

- Prepare and place binder asphalt.
- Maintain one lane in each direction along W Washington Ave. Maintain one northbound lane on Broom St.

Phase 3 (North Half of W Washington Ave)

- Construct utilities and place binder asphalt on the north side of W Washington Ave.
- Maintain one lane of traffic in each direction on the 400 and 500 blocks of W Washington Ave using temporary pavement markings.

Phase 3B (North Half of Bedford St intersection)

- Construct utilities and place Type 3 trench patch on the north half of the Bedford St intersection.
- Force southbound N Bedford St traffic to turn right onto westbound W Washington Ave.

Phase 3C (Northeast Quadrant of Broom St intersection)

- Prepare and place binder asphalt.
- Maintain one lane in each direction along W Washington Ave. Maintain one northbound lane on Broom St.

Phase 4 (Surface Paving)

- Pave surface layer of asphalt.
- Fully close W Washington Avenue to traffic to place all surface pavement.

Phase 5 (Concrete Islands, terrace work, and pavement markings)

- Construct concrete median islands and signal equipment, terrace work and place epoxy pavement markings. Some of this work may need to be completed in Spring 2022.

- All on-street parking continues to be removed. Maintain one lane of traffic in each direction on all streets. Maintain all turning movements.

The Traffic Control Plan provided in the plan set is intended as a guide for overall construction phasing, and is not comprehensive of all signing and barricading required. Conform all signing and barricading to the Federal Highways Administration's "Manual on Uniform Traffic Control Devices" (MUTCD). Temporary traffic control signs may be attached to existing street light and signal poles.

Alter traffic control from the Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. Install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install "Type A" low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install "Type C" low intensity steady-burn lights on all barrels used in tapers as shown on the traffic control plan.

Electronic, flashing arrow boards are required for any overnight lane closure that necessitates a lane merge.

Maintain emergency vehicle access at all times.

Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36. Maintain an open pedestrian route along at least one side of West Washington Avenue at all times. Maintain at least one crosswalk across West Washington Avenue at each intersection at all times. Temporary crosswalks will be paid under the appropriate bid item.

Backfill, plate or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

Email Madison Metro Transit, MetroNotice@cityofmadison.com, at least seven days prior to any road closure or any change to bus stops. Maintain all bus stops using temporary bus stops that shift in location, based on the location of active work. Buses will be allowed to stop in active travel lanes for passenger boarding. Temporary bus stops will be paid under the appropriate bid item.

Coordinate with the businesses on the west end of the 500 block of West Washington Avenue to maintain delivery trucks to those businesses.

Remove on-street parking, as needed, by posting temporary "No Parking" signs. Contact John Villarreal, Parking Utility, (608) 267-8756, jvillarreal@cityofmadison.com seven days prior to needing temporary No Parking signs. Signs must be posted and verified by City Parking Enforcement at least 48 hours in advance of towing.

Do not remove existing street signs. Contact Chad Veinot, cveinot@cityofmadison.com, (608) 267-1960, for sign removals at least 48 hours prior to needing signs removed. There is no charge to the contractor for this service.

Maintain temporary No Parking signs until all permanent signing is in place by City Traffic Engineering. Once terrace work is complete, contact Chad Veinot, Traffic Engineering Shop,

cveinot@cityofmadison.com, (608) 267-1960, to install permanent signs. Allow at least seven days for permanent signs to be installed.

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

SECTION 108.2 **PERMITS**

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

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

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall begin work by **JUNE 21, 2021**. Work may only proceed after the contract is fully signed and the start work letter is received. All work under this contract, except as noted below, shall be completed by **NOVEMBER 13, 2021**. All asphalt paving shall be completed by **October 23, 2021**.

If weather conditions are not suitable for placement of the Thermo Plastic Pavement Markings or colored concrete, these items may be completed in the Spring of 2022, as soon as conditions allow. If colored concrete is delayed until Spring 2022, these areas shall be paved with temporary asphalt or temporary concrete.

SECTION 109.9 **LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,500 per calendar day.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

SECTION 210.1(d) **STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction

activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 30122 – EPOXY COATED BAR STEEL REINFORCING

This bid item shall be used for all reinforcing and tie bar installations identified on the plans including textured and non-textured bars.

BID ITEM 30201 – TYPE “A” CONCRETE CURB & GUTTER

Unless otherwise noted, this bid item shall be used for all curb and gutter installation, regardless of method of installation.

BID ITEM 40308 – RAMPING SAS

Ramping for sidewalk ramps at crosswalks shall be paid under this bid item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 2093 feet of new 8", 10", 12", & 15" PVC SDR-35 and PVC pressure sewer main and 2385 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

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

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares and maximum of 20 linear feet of curb and gutter removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

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

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

Water encountered in the Bedford and Bassett Street intersections (if any) is anticipated to be storm water as a result of the storm boxes and storm box trenches. Addressing this water if it is encountered shall be considered incidental to the sanitary sewer construction work.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1991 feet of new storm sewer of various sizes ranging from 12" to 48" (equivalent) diameter.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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

Where shown on the plans to install HERCP pipe, the pipe joints shall utilize and include an internal gasket joint. External joint wrapping shall also be installed at each pipe joint using Mac Wrap, Mar Mac Manufacturing Company, Inc. or an approved equal.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

Trench patching will be required for work on Bassett Street (including the intersection at West Washington Avenue) and at the intersection of West Washington Avenue and Bedford Street. Review the plan layouts and notes for the approximate extents.

BID ITEM 50353 - SANITARY SEWER LATERAL – (SDR-35)

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

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

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

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out for on the plan or by the Engineer, barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be minimum of nine (9) inches wide. The seal shall consist of flexible rubberize seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant. Acceptable products and manufacturers are the following: 1. Mac Wrap, Mar Mac Manufacturing Company, Inc. 2. NPC External Joint Seal, NPC, Inc. 3. EZ-Wrap, Press-Seal Gasket Corporation 4. Riser-Wrap, Pipeline Seal and Insulator Alternate manufacturers and products not listed above are subject to pre-approval by the Engineer

METHOD OF MEASUREMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be measured separately as each for each sewer structure wrapped.

BASIS OF PAYMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL will be paid for at the contract price, and is considered full compensation for all work as listed above.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on West Washington Avenue, from the Bedford Street intersection to the Broom Street intersection.

The existing water main infrastructure in this area consists of 4-inch and 6-inch cast-iron pipe from the 1920's. A general outline of the work is as follows:

- Furnish and install new 10-inch and 12-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-off" points as shown on the plans.

- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

SECTION 702.3 DUCTILE IRON WATER MAIN & ACCESSORIES

Areas of potential contaminated soil have been identified in this project and are noted on the plans. Fluorocarbon gaskets will be required for water mains being installed through or adjacent to these areas. Additionally, install clay trench plugs at the limits of these areas per Standard Detail Drawing 7.23.

SECTION 703 CONSTRUCTION METHODS

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

BID ITEM 70002 – FURNISH AND INSTALL 4-INCH AND 6-INCH PIPE & FITTINGS

Pipe and fitting lengths as shown on the plans for 4-inch and 6-inch sizes will be measured and paid under this bid item. Additional fittings, if required for either size, will be paid by their specific sizes according to the Standard Specifications.

BID ITEM 70056 – RECONNECT 1-INCH SERVICE LATERAL
BID ITEM 70101 – FURNISH AND INSTALL STYROFOAM

Insulate water mains and services at all proposed storm sewer crossings. Insulation shall be set during the installation of the storm sewer.

When reconnecting existing water services that will extend across proposed storm sewer, ensure that the new service extensions are lowered to a proper depth to avoid conflict and allow for space to install the insulating boards. If additional horizontal or vertical adjustments to the existing water services are required during the installation of the proposed storm sewer, the associated work will be considered incidental to the storm sewer installations.

BID ITEM 90001 – COLORED 7-INCH CONCRETE

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

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

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

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

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant.

The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

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

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints shall only be sawed. Tool joints within the colored concrete will not be allowed. Spacing of the joints shall be approximately 8ft., and joints within the 1 ft. buffer (where the colored concrete is immediately adjacent to existing sidewalk) shall be spaced at 2 ft. Longitudinal joints may be tooled as well as joints within the 1 ft. buffer area.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – TEXTURED & COLORED 7-INCH CONCRETE

DESCRIPTION

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

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

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

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

MATERIALS

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

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

CONSTRUCTION

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

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

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

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

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

Textured & Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 – MOUNTABLE CURB FOR BIKE ISLAND

DESCRIPTION

Mountable Curb for Bike Island shall be installed at the locations indicated in the plans and at the dimensions as set forth in the detail drawings. All work shall be completed per Part III of the Standard Specifications.

METHOD OF MEASUREMENT

Mountable Curb for Bike Island shall be measured by the Linear Foot, along the back of curb.

BASIS OF PAYMENT

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

BID ITEM 90004 – MODIFIED TYPE “G” CURB & GUTTER

DESCRIPTION

Modified Type “G” Curb & Gutter shall be installed at the locations indicated in the plans and per the detail drawings. All work shall be completed per Part III of the Standard Specifications.

METHOD OF MEASUREMENT

Modified Type “G” Curb & Gutter shall be measured by the Linear Foot, along the back of curb.

BASIS OF PAYMENT

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

BID ITEM 90005 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

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

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. A crosswalk location may need to be adjusted as necessary to suit the selected construction methods, and the location adjustment shall be considered

maintenance of a crosswalk. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary cross walk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item. Temporary ramps shall be constructed of similar materials as the surface material or may be constructed of plywood.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location. If a temporary crosswalk generally remains at the same location (serves the same crossing) it will be considered a single location even when traffic control stages switch.

BASIS OF PAYMENT

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

BID ITEM 90006 – TEMPORARY BUS STOP

DESCRIPTION

This special provision describes maintaining accessible bus stops within or adjacent to the construction zone as identified on the traffic control plans or as directed by the Engineer. Maintaining access to an existing bus stop area will be considered incidental to the work.

Temporary Bus Stops shall consist of maintaining a hard surface for the bus stop zone that's a minimum dimension of 8'x15', and the bus stop zone shall be designated and separated from the construction zone with orange construction fencing. The hard surface may be on existing pavement, new pavement, or temporary surface material. The temporary bus stop zone shall also have a hard surface pedestrian route to connect directly to a crosswalk (existing, new, or temporary) or directly to an open sidewalk. If required due to the location of the temporary bus stop, installation of a temporary ramp may be required to meet ADA guidelines. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Installation of surface materials and fencing as necessary are included with this item.

MATERIALS

Where required, furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course or cold patch material is not acceptable. Temporary hard surface shall be used the bus stop zone and where necessary to make a safe pedestrian connection.

Construction fencing shall be International Orange color, high-density polyethylene mesh (UV stabilized) conforming to the following:

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

Fencing shall be mounted on conventional metal "T" or "U" shaped fence posts.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary surfaces for pedestrian routes shall have a minimum clear width of 5 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Fence posts shall be driven to a minimum depth of 12 inches and spaced at a maximum of 6 ft., and the fencing shall extend completely to the ground. Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

The Contractor shall maintain the Temporary Bus Stops when disturbed by construction operations, weather or as necessary to keep the access in compliance with ADAAG. A bus stop or pedestrian route location may need to be adjusted as necessary to suit the selected construction methods, and the location adjustment shall be considered maintenance. Depending on the amount of disturbance, maintaining the temporary bus stop may require removing and relaying the material in the same location.

METHOD OF MEASUREMENT

Temporary Bus Stop will be measured as Each Temporary Bus Stop acceptably installed, maintained and removed in a single location. If a temporary bus stop generally remains at the same location (serves the same stop/intersection) it will be considered a single location.

BASIS OF PAYMENT

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

BID ITEM 90007 – TEMPORARY ISLAND SURFACE

DESCRIPTION

This item consists of installing a temporary surface within the center of islands should weather prevent the planned colored concrete from being installed. The temporary surface may be constructed of 3" of hot mix asphalt or 4" of temporary concrete on a minimum base of 6" of compacted select fill material. Permanent crushed aggregate base shall be installed to appropriate base and will be paid under the appropriate bid item.

The temporary surface material shall be installed to be flush with the adjacent curb or sidewalk, and, if temporary concrete is used, it shall be finished in accordance with Part 3 of the standard specifications.

Once work commences in the spring to install the permanent colored concrete, the temporary surface material shall be removed without damaging any of the adjacent permanent items. Any items that are damaged shall be replaced at the Contractor's expense. Removal of temporary surface materials is included with this bid item.

METHOD OF MEASUREMENT

Temporary Island Surface will be measured by the Square Foot, acceptably installed and removed.

BASIS OF PAYMENT

Temporary Island Surface, measured as provided above, will be paid at the contract unit price, which price will be compensation in full for all surface and temporary base materials, preparation of the base, forming, finishing, and removing temporary materials, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90008 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike lane green pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install preformed thermoplastic pavement marking in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Preformed thermoplastic pavement marking shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any pavement marking not installed to specification or to the satisfaction of the Engineer. Non-conforming preformed thermoplastic pavement marking shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured by the squared foot (SF) of preformed thermoplastic pavement marking installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each square foot(SF) of thermoplastic pavement marking, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

BID ITEM 90009 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant 6-inch white retroreflective preformed thermoplastic linear pavement marking for use on asphalt or Portland cement concrete pavement surfaces.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install 6-inch preformed thermoplastic white retroreflective line in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Preformed thermoplastic white retroreflective lines shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any lines that are not installed to specification or to the satisfaction of the Engineer. Non-conforming lines shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured per linear foot (LF) of 6-inch preformed thermoplastic white retroreflective line installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per linear foot (LF) of 6-inch preformed thermoplastic white retroreflective line, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

BID ITEM 90010 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs. Rev. 03/29/2017-7848specs_06262017.doc D-21

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90011 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90012 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE “BUS” & “ONLY” WORDS WITH RED BACKGROUND

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic pavement marking that consists of a white retroreflective symbol and bus lane red background for use on asphalt or ortland cement concrete pavement surfaces.

Each symbol including background shall be 22 feet long by approximately 10' to 11' wide. Width varies based on asphalt width of travel lane.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The red color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the color as specified in the FHWA Memorandum dated December 4, 2019: Interim Approval for Optional Use of Red-Colored Pavement for Transit Lanes (IA-22).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory

adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install each preformed thermoplastic symbol and background in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Symbols with background shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any symbols with background that are not installed to specification or to the satisfaction of the Engineer. Non-conforming symbols with background shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured as each 4-foot wide by 7-foot high (minimum size) preformed thermoplastic symbol with green background installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each preformed thermoplastic symbol with background, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

BID ITEM 90013 – FLEXIBLE TUBULAR MARKER, 36”, WHITE

DESCRIPTION

This work consists of furnishing and installing a white flexible tubular marker post system that includes an embedded anchor cup and anchor cup plug cap in accordance with this section and in conformity with the lines and details shown on the plans.

Each post shall consist of a 36” white thermo-plastic polyurethane post with two wraps of reflective sheeting and cap, an embedded anchor cup, and an anchor cup plug cap.

All posts shall be capable of sustaining a minimum of one hundred (100) bumper and direct wheel-over impacts at 70 MPH (112 km/h) without damage to the post.

MATERIALS

General: Posts to be constructed of the materials and by methods described below as manufactured by Plexco or approved equal.

1a) The tubular marker portion shall consist of round post a minimum of 3.15" (80mm) in diameter, with 0.125" (3.2mm) thick walls (minimum). All posts shall be constructed of UV-stabilized thermo-plastic polyurethane (TPU) for superior toughness and rebound, conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.10
Hardness (min.)	D 2240	90 A
Tear Strength (min lb/in.)	D 624, Die C	800
Tensile Strength @ yield, (min PSI)	D 412	4,000
Tensile Elongation @ break (min. %)	D 412	450
Cold Temp. Impact Test (-7° F)	FL/DOT	Pass
Gloss (min. units)	N/A	12.1

b) Anchor Bolt Assembly

The tubular marker portion shall be permanently bonded to an anchor bolt assembly. The assembly shall include an over molded stainless steel 24mm bolt extending downward from the post with a minimum of 6 complete threads showing for insertion into an aluminum anchor cup embedded into the pavement.

c) Top Cap

The tubular marker portion shall also be permanently bonded to a polyurethane top cap. The Top Cap shall be provided with name of the manufacturer and a plurality of holes to allow the escapement of air when impacted, and also prevent the collection of rubbish or debris into the tubular marker portion of the post.

3) Standard and Florescent Colors

City Posts shall be constructed of UV-stabilized polymers and colors. The color shall be solid throughout and stabilized to resist UV degradation.

4) Reflective Sheeting

All Posts shall have a minimum of two (2) 3-inch wide wraps of retro-reflective sheeting factory applied. The reflective sheeting shall be an ASTM Type V abrasion resistant micro-prismatic sheeting the same color as the City Post, applied one (1) inch down from the top with a three (3) inch gap between the two wraps.

6) Embedded Anchor Cup

The City Post assembly is installed into an embedded aluminum alloy anchor cup that fits flush with the roadway.

7) NCHRP 350 Acceptance

The channelizer posts shall be fully crash-tested by an A2LA-certified testing facility and meet requirements for **Category 1** devices as specified in **NCHRP Report # 350**. All channelizer posts shall have the acceptance of the U.S. Department of Transportation, Federal Highway Administration. Test reports and certifications of acceptance to these standards must be supplied by the manufacturer upon request.

9) Warranty

Posts 36" and shorter in length shall be covered by warranty for a period of one (1) year from the date of purchase covering breakage of the posts; a copy of the manufacturers' warranty document shall be provided by the supplier upon request.

CONSTRUCTION METHODS

Install each post in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Posts shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any posts that are not installed specification or to the satisfaction of the Engineer. Non-conforming posts shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured as each post consisting of a 36" white thermo-plastic polyurethane post with two wraps of reflective sheeting and cap, an embedded anchor cup, installed and accepted, and an anchor cup plug cap (not installed but provided).

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each post, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements as provided herein.

BID ITEM 90030 – RECONSTRUCT CATCH BASIN TO INLET CASTING

DESCRIPTION

Work under this item shall include removing the roof and any adjustment from an existing CATCH BASIN, lowering the walls up to 12 inches, constructing a new roof, to accommodate one (1) standard R-3067-7004-R City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade, in line with proposed curb. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

RECONSTRUCT CATCH BASIN TO INLET CASTING shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

RECONSTRUCT CATCH BASIN TO INLET CASTING shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90040 – EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL

DESCRIPTION

General

Petroleum-contaminated soil may be encountered during excavation. This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Deer Track Park Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. **Tipping fees shall be paid for by the City of Madison.**

Waste Management Deer Track Park Landfill
N6756 Waldmann Lane
Watertown, WI 53094
(t) 608.837.9031

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

Notice to the Contractor – Contaminated Soil Location(s)

The potential zone of petroleum contaminated soils is shown on the plan sheets. It is expected soils will be deeper than 5 feet deep. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, notify the Environmental Consultant or Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.695.1385
bbemis@cityofmadison.com

Coordination

Coordinate work under this contract with the City of Madison Environment Consult:

Brynn Bemis
210 Martin Luther King Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
608.695.1385 (cell)
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary landfill profile prior to start of construction, and providing hauling manifests to the Contractor.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for potentially-contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant.

Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, there is a potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

CONSTRUCTION

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant or Project Inspector will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the WDNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

METHOD OF MEASUREMENT

Excavation and Hauling of Petroleum Contaminated Soil will be measured in tons of waste, documented by the weight tickets generated by the selected landfill.

BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill

material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. The landfill tipping fees will be paid for directly by the City of Madison.



Construction • Geotechnical
Consulting Engineering/Testing

November 19, 2020
C20051-15

Mr. Chris Petykowski
City of Madison Engineering Dept.
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3345

Re: Geotechnical Services
West Washington Avenue
Madison, Wisconsin

Dear Mr. Petykowski:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, three soil borings were drilled along West Washington Avenue between Bedford Street and Broom Street. The borings were performed on October 20, 2020 at locations selected by City personnel and coordinated with City of Madison Hydrogeologist Brynn Bemis. Proposed boring locations were marked in the field by CGC personnel prior to drilling and are shown on a boring location map (copy attached in Appendix A). Note that actual boring locations are indicated by direction and distance in feet from the nearest intersecting roadway on the individual boring logs. Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map, which should be considered approximate. Additionally, a portion of the soil samples recovered were delivered shortly after drilling to Ms. Bemis to be analyzed for potential contamination. Results from said analyses are separate from this report. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using a truck-mounted, rotary CME 55 drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

Mr. Chris Petykowski
City of Madison Engineering Dept.
November 19, 2020
Page 2

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered between 12 and 13 ft below existing grades at all of the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby Monona Bay stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements and patched with asphalt. The soil samples were divided and then delivered both to Ms. Bemis and our laboratory. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that significantly variable soil conditions exist beneath the pavement/base course at the boring locations. In general, 6 to 9 in. of asphalt pavement was present atop 4 to 7-in. of base course over 4 to 6 ft of highly variable fill materials. The fill was underlain by 9.5 ft of granular soils present to the maximum depth explored at B1; 2 ft of sands (considered to be *possible* fill) over 2 ft of soft to very soft native clay atop 4.5 ft of very loose silt extending to the full boring depth at B2; or approximately 2 ft each of sand over silt over clay present to the maximum depth explored at B3. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

PAVEMENT/UTILITY CONSTRUCTION

General

In our opinion, the silty to clayey fill materials encountered beneath the base course may prove in some areas *unsatisfactory* for proposed roadway support. Exposure to wet weather and construction traffic will likely destabilize some of the constituents of the highly variable fill. As such some undercutting should be anticipated. Typically, where areas of softer clays are encountered (such as where pocket penetrometer values are near 1 tsf or less), they will need to be undercut/removed and replaced with granular fill or additional base course. Granular materials should be thoroughly compacted and evaluated for stability before the placement of additional fill and/or base course. Pockets of excessively organic soil should also be removed. Standard earthwork-related techniques that should be used during roadway construction include:

- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

It has been CGC's experience that significantly unstable conditions within and along excavations performed in this area may develop due to the high degree of variability/composition of the fill materials and native soils. Note that where a utility alignment coincides with soft/loose conditions (which were present at all of the boring locations), we recommend that increased bedding thicknesses, possibly underlain by a geotextile, be considered. Fill materials should be removed

Mr. Chris Petykowski
City of Madison Engineering Dept.
November 19, 2020
Page 3

from beneath all utilities; or at a minimum thoroughly compacted/stabilized (where possible) prior to the placement of new infrastructure. In addition, dewatering could be necessary during deeper utility installations. Pumping from sump pits is typically acceptable for drawdowns of about two feet or less whereas well points are generally needed for drawdowns greater than two feet. Additional details can be provided upon request.

Pavement Design

Clays will control the pavement design, as we anticipate that the pavement subgrades will generally consist of fill materials containing clay. The following *generalized* parameters should be used to develop the design pavement section:

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9
Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming West Washington Avenue is considered a local business/arterial street, we estimate it could receive between 51 to 275 ESALs (18,000 pound Equivalent Single Axle Loads). A typical pavement design per WisDOT Standard Specifications should meet MT (E-3) requirements. Thicker pavements could be necessary pending traffic counts.

Compaction Requirements

Regarding utility construction, we anticipate that imported sands will be required for use as backfill which is a typical requirement for City projects. Some of the on-site sands could be considered for reuse as trench backfill but they should be separated from clay soils and selectively stockpiled. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill - if any), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). In addition, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.

CGC, Inc.

Mr. Chris Petykowski
City of Madison Engineering Dept.
November 19, 2020
Page 4

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix C.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

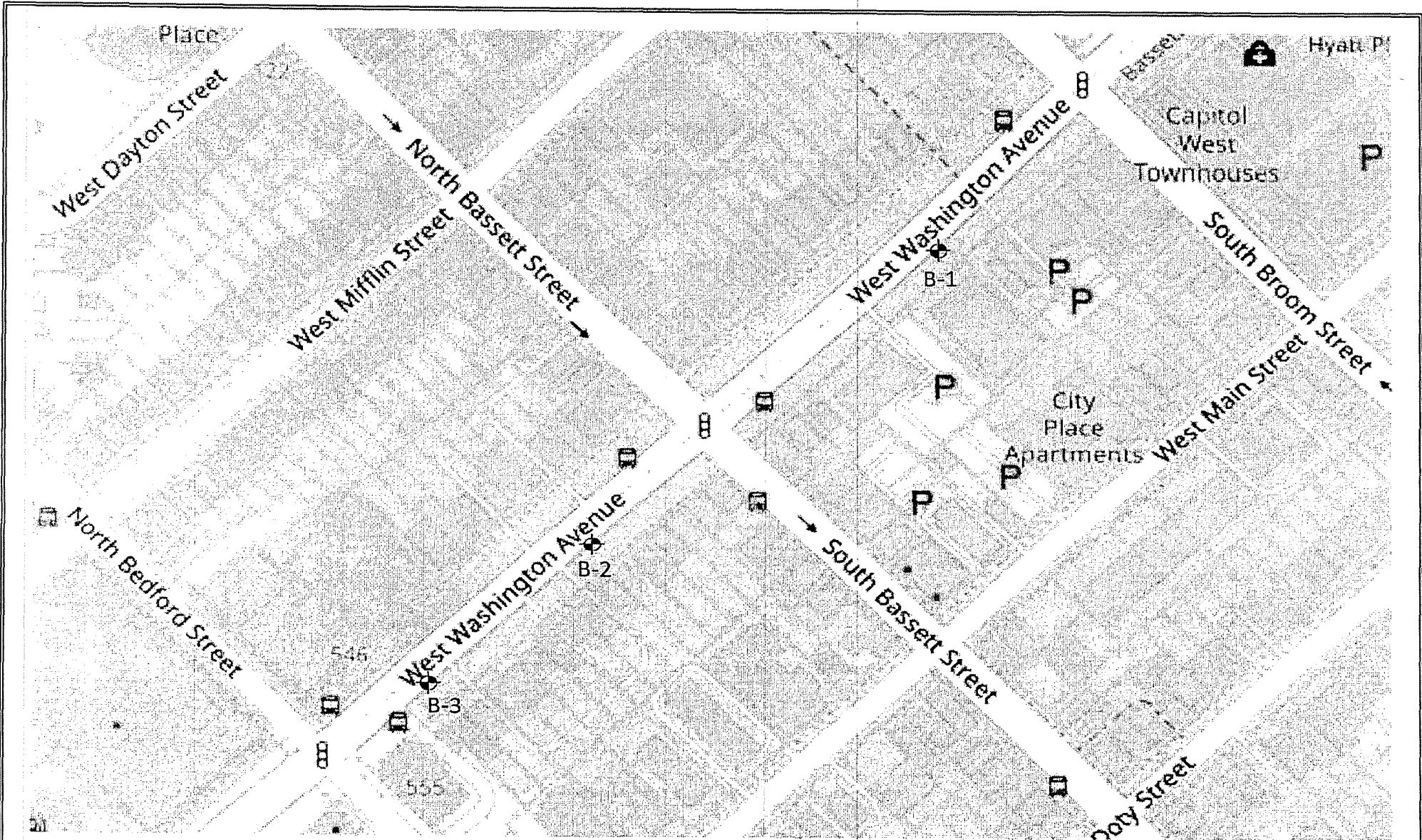
Michael N. Schultz, P.E.
Principal/Consulting Professional

Encl: Appendix A - Soil Boring Location Map
 Logs of Test Borings (3)
 Log of Test Borings-General Notes
 Unified Soil Classification System
Appendix B - Recommended Compacted Fill Specificataions
Appendix C - Document Qualifications


Cc: Ms. Johanna Johnson, City of Madison, Eng. Division
 Ms. Christy Bachmann, City of Madison, Eng. Division
 Mr. Adam Weiderhoeft, Madison Water Utility

APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (3)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Legend

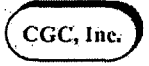
 Denotes Boring Location



Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in October 2020

Scale: Reduced

Date: 10/2020	
Job No. C20051-15	

Soil Boring Location Map
West Washington Avenue 2020
Madison, WI



LOG OF TEST BORING

Project West Washington Avenue
150'NE of Bedford, 15'SE of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 857±
 Job No. C20051-15
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	9 in. Asphalt Pavement/7 in. Base Course					
1	18	M	12	12	FILL: Medium Dense Dark Brown Silt with Sand and Clay to 3'					
				8	Stiff to Very Stiff Brown Clay with Sand to 5.5'					
2	18	M	8	8		(2.0)				
				19	Medium Dense, Brown Fine to Medium SAND, Some Silt, Trace Fine Gravel (SM) (Possible Fill to 8')					
3	18	M	19	19						
				20						
4	18	M	20	20						
				21	Medium Dense, Brown Stratified Silty Fine SAND with Thin (<1") Clay Seams (SM)					
5	18	M	21	21						
				39	Dense Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
6	18	W	39	39						
				15	End Boring at 15 ft					
				15	Borehole backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 13.0' Upon Completion of Drilling _____
 Time After Drilling _____ 15 Min.
 Depth to Water _____
 Depth to Cave in _____ 13'

Start 10/20/20 End 10/20/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project West Washington Avenue
235'SW of Bassett, 20'SE of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 855±
 Job No. C20051-15
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	6 in. Asphalt Pavement/4 in. Base Course				
1	12	M	7	7	Hatched	FILL: Soft to Medium Stiff Dark Brown Clay with Sand and Occasional Gravel				
2	14	M	6	6	Grid	(0.5)				
3	18	M	12	12	Dotted	(0.75)				
4	18	M	3	3	Diagonal	(0.25)				
5	18	M/W	2	2	Vertical					
6	18	W	2	2	Water Table					
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 13.5' Upon Completion of Drilling _____
 Time After Drilling _____ 15 Min.
 Depth to Water _____ 13' ∇
 Depth to Cave in _____ 13.5'

Start 10/20/20 End 10/20/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project West Washington Avenue
275'SW of Broom, 20'SE of CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 854±
 Job No. C20051-15
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rac (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
					9 in. Asphalt Pavement/4 in. Base Course					
1	18	M	37		FILL: Dense Dark Brown Silt with Sand and Gravel, Occasional Cobbles to 3'					
				5	Stiff Dark Gray Clay with Sand to 5'					
2	18	M	9			(1.5)				
				5	Layers of Loose Brown Sand and Medium Stiff Clay to 8'					
3	18	M	6			(0.75)				
				10	Medium Dense, Light Brown Fine to Medium SAND, Trace Silt (SP - Possible Fill)					
				10	Loose, Gray Sandy SILT, Some Clay (ML)					
5	18	M/W	9							
				15	Stiff, Gray Lean CLAY, Trace Sand (CL)					(1.5)
6	18	M	8							
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	∇	NW	Upon Completion of Drilling		Start	10/20/20	End	10/20/20		
Time After Drilling				15 Min.	Driller	BSD	Chief	MC	Rig	CME-55
Depth to Water				12'	Logger	GB	Editor	ESF		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										

CGC, Inc.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

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

Organic Content by Combustion Method

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

Plasticity

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

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

SYMBOLS

Drilling and Sampling

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

Laboratory Tests

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

Water Level Measurement

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

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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS

(more than 50% of material is larger than No. 200 sieve size)

Clean Gravels (Less than 5% fines)



GW

Well-graded gravels, gravel-sand mixtures, little or no fines



GP

Poorly-graded gravels, gravel-sand mixtures, little or no fines

GRAVELS
More than 50% of coarse fraction larger than No. 4 sieve size

Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

Clean Sands (Less than 5% fines)



SW

Well-graded sands, gravelly sands, little or no fines



SP

Poorly graded sands, gravelly sands, little or no fines

SANDS
50% or more of coarse fraction smaller than No. 4 sieve size

Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)

SILTS AND CLAYS

Liquid limit less than 50%



ML

Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays



OL

Organic silts and organic silty clays of low plasticity

SILTS AND CLAYS

Liquid limit 50% or greater



MH

Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

GW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4
 GC Atterberg limits above "A" line or P.I. greater than 7
 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3

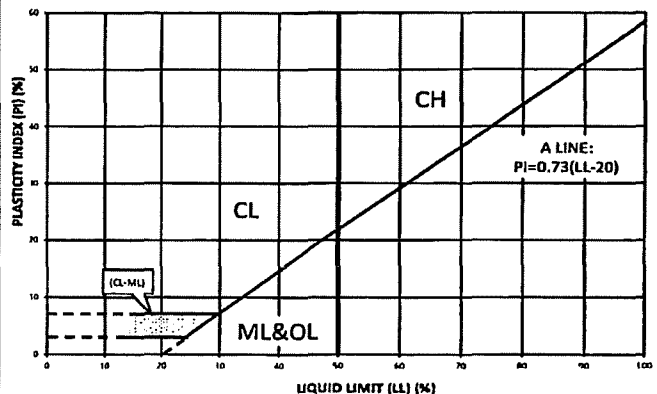
SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4
 SC Atterberg limits above "A" line with P.I. greater than 7
 Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

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

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

PLASTICITY CHART



APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

**Table 1
Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

Notes:

1. Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
2. Percentage applies to the material passing the No. 4 sieve, not the entire sample.
3. Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2
Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
Within 10 ft of building lines		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
Beyond 10 ft of building lines		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

Notes:

1. Based on Modified Proctor Dry Density (ASTM D 1557)

APPENDIX C

DOCUMENT QUALIFICATIONS

APPENDIX C DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council
of the Geoprofessional Business Association
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910



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

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

May 18, 2021

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8574

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

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

SPECIFICATIONS:

Remove Section K: Davis Bacon Wage Rates dated 04/09/2021 and insert Section K: Davis Bacon Wage Rates dated 05/14/2021.

Remove all of Section 702.3 Ductile Iron Water Main & Accessories

Insert:

SECTION 702.3 DUCTILE IRON WATER MAIN & ACCESSORIES

Areas of potential contaminated soil have been identified in this project and are noted on the plans. Nitrile gaskets will be required for water mains being installed through or adjacent to these areas. Additionally, install clay trench plugs at the limits of these areas per Standard Detail Drawing 7.23.

Add:

BID ITEM 90014 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE LEFT ARROW AND BIKE SYMBOL WITH GREEN BACKGROUND

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic pavement marking that consists of a white retroreflective bike symbol and bike left arrow and bike lane green background for use on asphalt or Portland cement concrete pavement surfaces.

Each symbol including background shall be a minimum of 4 feet wide by 7 feet high.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install each preformed thermoplastic symbol and background in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Symbols with background shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any symbols with background that are not installed to specification or to the satisfaction of the Engineer. Non-conforming symbols with background shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured as each 4-foot wide by 7-foot high (minimum size) preformed thermoplastic symbol with green background installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each preformed thermoplastic symbol with background, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

PROPOSAL:

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

ITEMS:

Action	Bid Item	Description
MODIFY	70030	FURNISH AND INSTALL 4-INCH WATER VALVE
MODIFY	70034	FURNISH AND INSTALL 12-INCH WATER VALVE
MODIFY	90008	SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN
MODIFY	90009	SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE
ADD	90014	SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE LEFT ARROW AND BIKE SYMBOL WITH GREEN BACKGROUND

PLANS:

Remove and insert revised plan sheets as noted below.

W-1 (REV 1 – 5/12/21): Updated to reference nitrile gaskets in the potential contaminated soil area; replaced 4-inch valve with 12-inch valve.
W-2S (REV 1 – 5/12/21): Added a note about a temporary flushing device.
W-4 (REV 1 – 5/12/21): Added a note about a temporary flushing device.
W-5 (REV 1 – 5/12/21): Updated estimate quantities.
W-7 (REV 1 – 5/12/21): Updated valve layout.
M-1 (REV 5-17-21): Revised pavement markings around Bedford/W. Washington intersection

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

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

<http://www.bidexpress.com>

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

Sincerely,

Christy Bachmann on behalf.
Robert F Phillips, P.E.
City Engineer

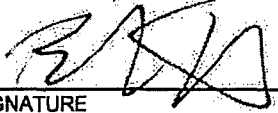
RFP:JMW

SECTION E: BIDDERS ACKNOWLEDGEMENT

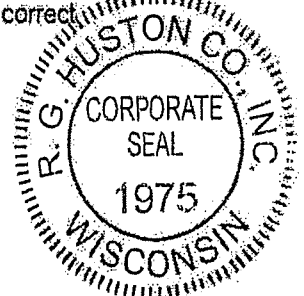
**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8574**

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

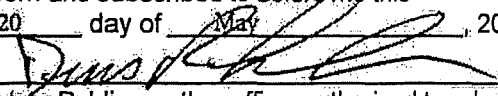
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued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


SIGNATURE

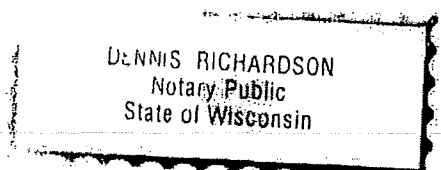
Brad Huston - President
TITLE, IF ANY



Sworn and subscribed to before me this
20 day of May, 2021


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1/10/2024

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



Contract 8574 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

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

I will turn in BVC Downloadable Document by hand.

Best Value Contracting

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

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

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

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

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

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

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



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

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

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

Prime Contractor Name R.G. Huston Company, Inc.		Project Name W. Washington Avenue Assessment District - 2021	
Bid/ Proposal No. 8574	Assistance Agreement ID No. (if known)	Point of Contact Brad Huston	
Address 2561 Coffeytown Road, Cottage Grove, WI 53527			
Telephone No. 608-255-9223		Email Address estimating@rghuston.com	
Issuing/Funding Entity: Wisconsin DNR/CWFP			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Bullet Transit Co., Inc	22 Manor Hill Circle, Madison, WI 53717 608-836-3838 lbullet88@aol.com	\$60,000	Yes
Hard Rock Sawing & Drilling Specialist Co.	PO Box 718, Kenosha, WI 54135 608-250-5005 hardrock@genevaonline.com	\$1,439	Yes
Continue on back if needed			

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

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


EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No:
Approved:
Approval Expires:

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

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

Prime Contractor Signature	Print Name
	Brad Huston
Title	Date
President	5/20/2021



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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

See Additional Solicitations Attached

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

**Environmental Improvement Fund (EIF)
 DBE Contacts Worksheet**
 Form 8700-294A (R.03/17) Page 1 of 4

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

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

Project Information	
Name of Municipality <p style="text-align: center;">City of Madison</p>	EIF Project Number: W. Washington Avenue Assessment District - 2021 # 8574
Name of Prime Contractor <p style="text-align: center;">R.G. Huston Company, Inc.</p>	Information Prepared By (Name and Phone or E-Mail Address) <p style="text-align: center;">Branden Drews - estimating@rghuston.com</p>

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	Bullet Transit Co., Inc.	Hard Rock Sawing & Drilling Specialist Co.	JR's Construction and Landscaping, Inc.
b. Contact's Phone Number or E-Mail	608-836-3838	715-799-3823	920-348-5100
c. Firm Type	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	5/10/2021	5/10/2021	5/10/2021
f. Result of contact	Bid Recieved	Bid Recieved	Bid Recieved
g. Bid received?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			Lower Quote Received
i. Utilizing this firm? (If yes, more on p. 4)*	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

Form 8700-294A (R.03/17)

Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted			
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)

Page 3 of 4

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

07

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574
DATE: 5/20/2021

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$17,820.00	\$17,820.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	390.00	\$20.00	\$7,800.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	58.00	\$50.00	\$2,900.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	4.00	\$2,000.00	\$8,000.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	40.00	\$12.00	\$480.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	40.00	\$12.00	\$480.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$467,412.30	\$467,412.30
20101 - EXCAVATION CUT C.Y.	5960.00	\$30.60	\$182,376.00
20219 - BREAKER RUN - TON	1400.00	\$5.00	\$7,000.00
20221 - TOPSOIL - S.Y.	3330.00	\$9.30	\$30,969.00
20303 - SAWCUT ASPHALT PAVEMENT, FULL DEPTH - L.F.	251.00	\$1.75	\$439.25
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	3290.00	\$8.15	\$26,813.50
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	1250.00	\$4.50	\$5,625.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1240.00	\$4.50	\$5,580.00
20401 - CLEARING (UNDISTRIBUTED) - I.D.	10.00	\$55.00	\$550.00
20402 - GRUBBING (UNDISTRIBUTED) - I.D.	10.00	\$55.00	\$550.00
20701 - TERRACE SEEDING - S.Y.	3330.00	\$1.50	\$4,995.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3330.00	\$1.80	\$5,994.00
30131 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	1000.00	\$0.30	\$300.00
30132 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) (UNDISTRIBUTED) - L.F.	500.00	\$1.21	\$605.00
30122 - EPOXY COATED BAR STEEL REINFORCING - L.F.	80.00	\$5.05	\$404.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1550.00	\$45.45	\$70,447.50
30203 - TYPE "X" CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	10.00	\$45.46	\$454.60
30205 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	208.00	\$45.45	\$9,453.60
30207 - TYPE "H" CONCRETE CURB & GUTTER - L.F.	90.00	\$45.45	\$4,090.50
30208 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	40.00	\$45.45	\$1,818.00
30301 - 5" CONCRETE SIDEWALK - S.F.	5590.00	\$7.22	\$40,359.80
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	1600.00	\$7.73	\$12,368.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	150.00	\$15.15	\$2,272.50
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	96.00	\$35.35	\$3,393.60
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	4005.00	\$16.00	\$64,080.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	5140.00	\$16.00	\$82,240.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	1710.00	\$63.08	\$107,866.80
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	1100.00	\$62.58	\$68,838.00
40218 - TACK COAT - GAL	609.00	\$3.03	\$1,845.27
40231 - ASPHALT DRIVE & TERRACE (UNDISTRIBUTED) - S.Y.	20.00	\$59.00	\$1,180.00
40301 - FULL WIDTH GRINDING - S.Y.	900.00	\$7.83	\$7,047.00

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574

DATE: 5/20/2021

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
40308 - RAMPING SAS - EACH	17.00	\$227.27	\$3,863.59
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	3100.00	\$1.50	\$4,650.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	2000.00	\$2.50	\$5,000.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	3500.00	\$1.65	\$5,775.00
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	200.00	\$4.50	\$900.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	500.00	\$11.00	\$5,500.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	800.00	\$13.00	\$10,400.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	100.00	\$17.00	\$1,700.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	200.00	\$15.00	\$3,000.00
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	300.00	\$6.00	\$1,800.00
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - EACH	5.00	\$225.00	\$1,125.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	14.00	\$295.00	\$4,130.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	9.00	\$175.00	\$1,575.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	3.00	\$340.00	\$1,020.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	7.00	\$340.00	\$2,380.00
60831 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	5.00	\$275.00	\$1,375.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	8.00	\$325.00	\$2,600.00
60880 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	50.00	\$2.00	\$100.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	500.00	\$2.00	\$1,000.00
60881 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	100.00	\$2.00	\$200.00
60885 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	50.00	\$10.00	\$500.00
60887 - PAVEMENT MARKING REMOVAL, SYMBOL, ARROW - EACH	5.00	\$100.00	\$500.00
60887 - PAVEMENT MARKING REMOVAL, SYMBOL, WORD - EACH	3.00	\$100.00	\$300.00
60889 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE LANE - EACH	1.00	\$100.00	\$100.00
60900 - TEMPORARY PAVEMENT MARKING PAINT, LINE, 4-INCH - L.F.	200.00	\$1.00	\$200.00
60901 - TEMPORARY PAVEMENT MARKING PAINT, DOUBLE LINE, 4-INCH - L.F.	1800.00	\$1.00	\$1,800.00
60915 - TEMPORARY PAVEMENT MARKING PAINT, STOP LINE, 24-INCH - L.F.	100.00	\$5.00	\$500.00
60942 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 6-INCH - L.F.	100.00	\$2.00	\$200.00
60945 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 24-INCH - L.F.	100.00	\$5.00	\$500.00
90001 - COLORED 7-INCH CONCRETE - S.F.	480.00	\$10.10	\$4,848.00
90002 - TEXTURED & COLORED 7-INCH CONCRETE - S.F.	310.00	\$13.13	\$4,070.30
90003 - MOUNTABLE CURB FOR BIKE ISLAND - L.F.	62.00	\$45.45	\$2,817.90

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574

DATE: 5/20/2021

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
90004 - MODIFIED TYPE "G" CONCRETE CURB & GUTTER - L.F.	64.00	\$45.45	\$2,908.80
90005 - TEMPORARY CROSSWALK ACCESS - EACH	6.00	\$1,380.00	\$8,280.00
90006 - TEMPORARY BUS STOP - EACH	4.00	\$550.00	\$2,200.00
90007 - TEMPORARY ISLAND SURFACE - S.F.	790.00	\$11.75	\$9,282.50
90008 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	820.00	\$10.00	\$8,200.00
90009 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE - L.F.	260.00	\$15.00	\$3,900.00
90010 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	100.00	\$19.00	\$1,900.00
90011 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	100.00	\$5.00	\$500.00
90012 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE "BUS" & "ONLY" WITH BUS LANE RED BACKGROUND - EACH	7.00	\$3,900.00	\$27,300.00
90013 - FLEXIBLE TUBULAR MARKER, 36", WHITE - EACH - EACH	21.00	\$45.00	\$945.00
90014 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, WHITE LEFT ARROW AND BIKE SYMBOL WITH GREEN BACKGROUND - EACH	2.00	\$950.00	\$1,900.00
20217 - CLEAR STONE - TON	800.00	\$10.15	\$8,120.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$300.00	\$1,500.00
21011 - CONSTRUCTION ENTRANCE - EACH	8.00	\$585.00	\$4,680.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$10,000.00	\$10,000.00
21032 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	2.00	\$300.00	\$600.00
21033 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	4.00	\$20.00	\$80.00
21034 - INLET PROTECTION, TYPE C - REMOVE - EACH	2.00	\$20.00	\$40.00
21046 - INLET PROTECTION, TYPE A - PROVIDE & INSTALL - EACH	4.00	\$250.00	\$1,000.00
21047 - INLET PROTECTION, TYPE A - MAINTAIN - EACH	6.00	\$20.00	\$120.00
21048 - INLET PROTECTION, TYPE A - REMOVE - EACH	4.00	\$20.00	\$80.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	39.00	\$315.00	\$12,285.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	50.00	\$20.00	\$1,000.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	39.00	\$25.00	\$975.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	270.00	\$112.50	\$30,375.00
50741 - TYPE H INLET - EACH	21.00	\$2,100.00	\$44,100.00
50762 - SADDLED INLET TYPE II - EACH	2.00	\$2,765.00	\$5,530.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	2.00	\$835.00	\$1,670.00
20313 - REMOVE INLET - EACH	12.00	\$410.00	\$4,920.00
20314 - REMOVE PIPE (STORM) - L.F.	55.00	\$47.00	\$2,585.00
20331 - ABANDON SEWER ACCESS STRUCTURE (STORM) - EACH	1.00	\$560.00	\$560.00
20332 - ABANDON CATCHBASIN - EACH	2.00	\$550.00	\$1,100.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	70.00	\$425.00	\$29,750.00
20336 - PIPE PLUG (STORM) - EACH	24.00	\$210.00	\$5,040.00
20503 - ADJUST INLET - EACH	1.00	\$360.00	\$360.00

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574

DATE: 5/20/2021

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1991.00	\$0.01	\$19.91
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	36.00	\$116.00	\$4,176.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	49.00	\$120.00	\$5,880.00
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	139.00	\$130.00	\$18,070.00
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	1392.00	\$150.00	\$208,800.00
50406 - 27 INCH TYPE I RCP STORM SEWER PIPE - L.F.	21.00	\$158.00	\$3,318.00
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	27.00	\$167.00	\$4,509.00
50423 - 38 INCH X 60 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	57.00	\$501.00	\$28,557.00
50722 - 6'X6' CATCHBASIN - EACH	2.00	\$7,815.00	\$15,630.00
50723 - 3'X3' STORM SAS - EACH	21.00	\$3,190.00	\$66,990.00
50767 - TERRACE INLET TYPE 2 - EACH	4.00	\$4,950.00	\$19,800.00
50792 - STORM SEWER TAP - EACH	4.00	\$1,705.00	\$6,820.00
50795 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	7.00	\$1,685.00	\$11,795.00
50801 - UTILITY LINE OPENING (ULO) - EACH	8.00	\$1,340.00	\$10,720.00
90030 - RECONSTRUCT CATCH BASIN TO INLET CASTING - EACH	1.00	\$3,515.00	\$3,515.00
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	3.00	\$835.00	\$2,505.00
20331 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	8.00	\$560.00	\$4,480.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	2.00	\$1,260.00	\$2,520.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	4478.00	\$0.01	\$44.78
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	791.00	\$54.00	\$42,714.00
50301 - 8 INCH PVC SEWER PIPE (SDR 35) - L.F.	1187.00	\$156.00	\$185,172.00
50302 - 10 INCH PVC SEWER PIPE (SDR 35) - L.F.	674.00	\$171.00	\$115,254.00
50303 - 12 INCH PVC SEWER PIPE (SDR 35) - L.F.	61.00	\$265.00	\$16,165.00
50324 - 15 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	171.00	\$305.00	\$52,155.00
50353 - SANITARY SEWER LATERAL - (SDR 35) - L.F.	2385.00	\$33.00	\$78,705.00
50356 - RECONNECT - EACH	49.00	\$4,040.00	\$197,960.00
50357 - RECONNECT - PRESSURE PIPE - EACH	1.00	\$4,800.00	\$4,800.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$13,650.00	\$13,650.00
50390 - SEWER ELECTRONIC MARKERS - EACH	128.00	\$40.00	\$5,120.00
50701 - 4' DIA SAS - EACH	11.00	\$2,990.00	\$32,890.00
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$350.00	\$1,400.00
50791 - SANITARY SEWER TAP - EACH	4.00	\$3,500.00	\$14,000.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	5.00	\$125.00	\$625.00
90040 - EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL - TON	180.00	\$32.00	\$5,760.00
70002 - FURNISH AND INSTALL 4 INCH AND 6 INCH PIPE & FITTINGS - L.F.	240.00	\$145.00	\$34,800.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	20.00	\$162.00	\$3,240.00
70004 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	180.00	\$269.00	\$48,420.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1350.00	\$229.00	\$309,150.00
70030 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,750.00	\$1,750.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	8.00	\$1,965.00	\$15,720.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	1.00	\$2,720.00	\$2,720.00
70033 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$3,500.00	\$3,500.00

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8574

DATE: 5/20/2021

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	5.00	\$4,200.00	\$21,000.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	4.00	\$5,440.00	\$21,760.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	49.00	\$2,385.00	\$116,865.00
70057 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$2,070.00	\$2,070.00
70058 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$2,260.00	\$2,260.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	10.00	\$2,525.00	\$25,250.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$840.00	\$1,680.00
70090 - ABANDON WATER VALVE BOX - EACH	8.00	\$130.00	\$1,040.00
70091 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	1.00	\$845.00	\$845.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	50.00	\$128.00	\$6,400.00
70104 - ADJUST WATER VALVE BOX SECTIONS - EACH	6.00	\$235.00	\$1,410.00
70111 - FURNISH & INSTALL ANODE - EACH	2.00	\$320.00	\$640.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	458.00	\$8.00	\$3,664.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1195.00	\$6.00	\$7,170.00
60407 - CONSTRUCT LB-8 BASE - EACH	2.00	\$1,500.00	\$3,000.00
60411 - CONSTRUCT BASE TYPE G - EACH	2.00	\$750.00	\$1,500.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$350.00	\$350.00
60427 - REMOVE ELECTRICAL HANDHOLE - EACH	6.00	\$250.00	\$1,500.00
60261 - ELECTRICAL TRENCH - L.F.	3619.00	\$5.00	\$18,095.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	9.00	\$650.00	\$5,850.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE V - EACH	4.00	\$840.00	\$3,360.00
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE VII - EACH	4.00	\$1,350.00	\$5,400.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	358.00	\$5.00	\$1,790.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	2665.00	\$3.00	\$7,995.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT - L.F.	680.00	\$35.00	\$23,800.00
60401 - CONSTRUCT LB-1 BASE - EACH	14.00	\$850.00	\$11,900.00
60253 - FURNISH & INSTALL 3 #4 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-INSTALLED CONDUIT - L.F.	3310.00	\$6.20	\$20,522.00
173 Items	Totals		\$3,484,000.00



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

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

- Deputy City Engineer**
Gregory T. Fries, P.E.
- Deputy Division Manager**
Kathleen M. Cryan
- Principal Engineer 2**
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
- Principal Engineer 1**
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.
- Facilities & Sustainability**
Bryan Cooper, Principal Architect
- Mapping Section Manager**
Eric T. Pederson, P.S.
- Financial Manager**
Steven B. Danner-Rivers

BIENNIAL BID BOND

R. G. Huston Co., Inc.
(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Travelers Casualty and Surety Company of America

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

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

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

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

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

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

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

PRINCIPAL

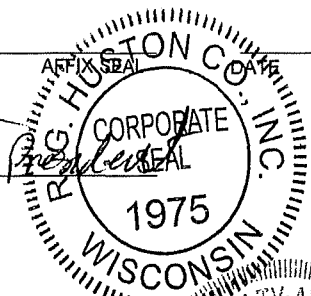
R. G. Huston Co., Inc.

COMPANY NAME

January 6, 2020

By:

[Signature]
SIGNATURE AND TITLE



SURETY

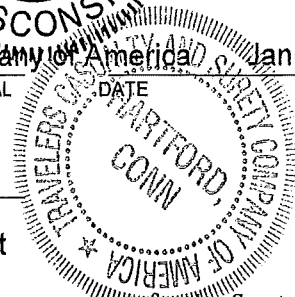
Travelers Casualty and Surety Company of America

COMPANY NAME

January 2, 2020

By:

[Signature]
SIGNATURE AND TITLE



Dennis M. Barton, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 283633 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2020

DATE

[Signature]

AGENT SIGNATURE

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8044

TELEPHONE NUMBER

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DENNIS M BARTON** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of January, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of June in the year Two Thousand and Twenty One between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 1, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8574

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 (\$3,484,000.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

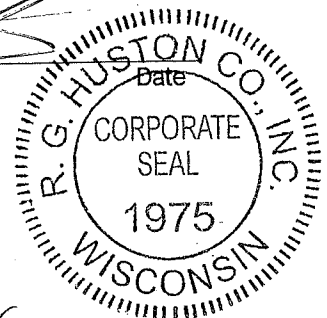
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8574**

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

Countersigned:
[Signature] 5/27/21
Witness Date
[Signature] 5/27/21
Witness Date

R. G. HUSTON CO., INC.
Company Name
[Signature] _____
President Date
[Signature] _____
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 6/9/21
Finance Director Date
[Signature] 6/15/21
Witness Date
[Signature] 6/18/21
Witness Date

[Signature] 6-10-21
City Attorney Date
[Signature] 6/15/21
Mayor Date
[Signature] For 6/18/21
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC.
as principal, and Travelers Casualty and Surety Company of America
Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of THREE MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND
AND NO/100 (\$3,484,000.00) Dollars, lawful money of the United States, for the payment of which sum
to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly
by these presents.

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

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8574**

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.

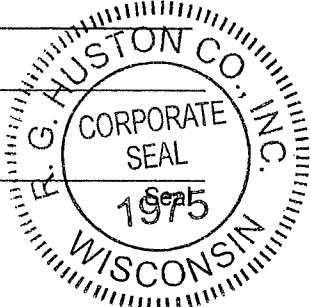
Signed and sealed this 2nd day of June, 2021

Countersigned:

Donna Richard
Witness

[Signature]
Secretary

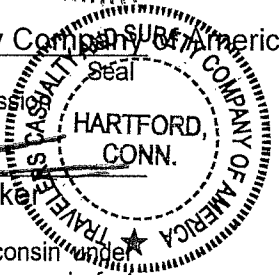
R. G. HUSTON CO., INC.
Company Name (Principal)
[Signature]
President



Approved as to form:

Michael Hoar
City Attorney

Travelers Casualty and Surety Company of America
Surety
 Salary Employee Commissioned
By *[Signature]*
Attorney-in-Fact Todd Looker



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 6497947 for the year 2021, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

June 2, 2021
Date

[Signature]
Agent Signature Todd Looker



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Todd Looker** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **June**, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECTION J: DAVIS-BACON LABOR PROVISIONS

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

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

(1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and Trainees

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

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



SECTION K: DAVIS BACON WAGE RATES

"General Decision Number: WI20210010 05/14/2021

Superseded General Decision Number: WI20200010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

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

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

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

BRWI0001-002 06/01/2020

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

Rates Fringes

SECTION K: DAVIS BACON WAGE RATES

BRICKLAYER.....\$ 35.31 24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

BRWI0002-005 06/01/2020

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

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

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

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

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

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

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

SECTION K: DAVIS BACON WAGE RATES

	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

 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,

SECTION K: DAVIS BACON WAGE RATES
 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, TREMPEALEAU, VERNON, VILAS,
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
 COUNTIES

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

 CARP0252-010 06/01/2016

ASHLAND COUNTY

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

 CARP0264-003 06/01/2016

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

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

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

 CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

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

SECTION K: DAVIS BACON WAGE RATES

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

 ELEC0158-002 06/01/2020

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

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

SECTION K: DAVIS BACON WAGE RATES

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, 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)

SECTION K: DAVIS BACON WAGE RATES

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

ELEC0494-005 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

ELEC0494-006 06/01/2020		

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

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

ELEC0494-013 06/07/2020		

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

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

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

SECTION K: DAVIS BACON WAGE RATES

 ELEC0577-003 06/01/2020

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

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

 ELEC0890-003 06/01/2020

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

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

 ELEC0953-001 06/02/2019

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

 ENGI0139-005 06/01/2020

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

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

SECTION K: DAVIS BACON WAGE RATES
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

SECTION K: DAVIS BACON WAGE RATES

Tender, day light machine

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

IRON0008-002 06/01/2020

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

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

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

IRON0008-003 06/01/2020

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

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

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

IRON0383-001 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 37.10	27.06

IRON0498-005 06/01/2019

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

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

SECTION K: DAVIS BACON WAGE RATES

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 TREMPPEALEAU
 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

 LABO0113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

LABORERS CLASSIFICATIONS

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

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

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

SECTION K: DAVIS BACON WAGE RATES

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26

SECTION K: DAVIS BACON WAGE RATES

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

LABO0140-002 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, PEPI, 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

SECTION K: DAVIS BACON WAGE RATES

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

LAB00464-003 06/01/2020

DANE COUNTY

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

LABORERS CLASSIFICATIONS:

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

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

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

SECTION K: DAVIS BACON WAGE RATES

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

 PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

 PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

 PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

 PAIN0259-004 05/01/2015

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

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

 PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

SECTION K: DAVIS BACON WAGE RATES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

PAIN0802-002 06/01/2019

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

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

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

PAIN0802-003 06/01/2019

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

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

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

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

PAIN1011-002 06/02/2019

FLORENCE COUNTY

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

SECTION K: DAVIS BACON WAGE RATES

 PLAS0599-010 06/01/2017

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

AREA DESCRIPTIONS

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

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

 TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 31.22	22.94

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

SECTION K: DAVIS BACON WAGE RATES

=====

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

SECTION K: DAVIS BACON WAGE RATES

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

SECTION K: DAVIS BACON WAGE RATES

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"