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BID OF PARISI CONSTRUCTION, LLC

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

EAST-WEST BUS RAPID TRANSIT EARLY WORKS

CONTRACT NO. 8691

PROJECT NO. 12777

MUNIS NO. 12777

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON OCTOBER 11, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

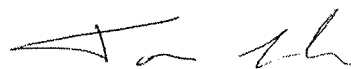
**EAST-WEST BUS RAPID TRANSIT EARLY WORKS  
CONTRACT NO. 8691**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL .....B-1  
SECTION C: SPECIAL PROVISIONS ..... C-1  
SECTION D: DISADVANTAGED BUSINESS ENTERPRISE ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING ..... F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: FEDERAL AND LOCAL CERTIFICATIONS ..... H-1  
SECTION I: PROCUREMENT PROTEST PROCEDURE..... I-1  
SECTION J: AGREEMENT..... J-1  
SECTION K: PAYMENT AND PERFORMANCE BOND .....K-1

This Proposal, and Agreement have  
been prepared by:

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



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Thomas Lynch, Transportation Director

TL: cmb

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	EAST-WEST BUS RAPID TRANSIT EARLY WORKS
CONTRACT NO.:	8691
DBE GOAL	15%
BID BOND	5%
DBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M)	9/8/2022
BID SUBMISSION (2:00 P.M.)	9/15/2022
BID OPEN (2:30 P.M.)	9/15/2022
PUBLISHED IN WSJ	9/1/2022 & 9/8/2022

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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.

DUNS NUMBER/SAM UNIQUE ENTITY ID REQUIRED: Prior to bid award, all bidders for this project must submit a DUNS Number or SAM Unique Entity ID to the City for all proposed prime and subcontractors listed in the bid.

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2022 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SPECIAL PROVISIONS

### EAST-WEST BUS RAPID TRANSIT EARLY WORKS CONTRACT NO. 8691

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.

#### **SECTION 102.11: BEST VALUE CONTRACTING AND FTA FAIR COST/PRICE ANALYSIS**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

In addition, Bidder acknowledges that federal requirements pursuant FAR Subpart 15.300 et. seq. may require the City to conduct a price and/or cost analysis of a best value contract in order to determine if the bid is fair and reasonable. Bidder agrees to cooperate with the City's efforts to perform such an analysis and acknowledges that the lowest bid best value contract may not be selected if federal standards determine that it is not a fair price or cost.

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

In addition to the requirements in Sec. 102.13 of the Standard Specifications, during the performance of this agreement, the Contractor agrees to comply with all applicable provisions of the Davis-Bacon Act (29 CFR part 5), as further set forth in Sec. 14 of Addendum A to the Agreement. The Federal Wage Decision applicable to this Project is attached as Attachment 2 to Addendum A to the Agreement.

In addition, the reporting language in Sec. 102.13(d) of the Standard Specifications applicable to replaced as follows:

Prior to all payments, including those under this Sec. 110.2 of these Special Provisions, Contractor or Subcontractor shall:

1. Submit weekly payroll reports, reflecting the number of hours worked by each employee, their rate of pay (including fringe benefits) and their specific trade, using LCP Tracker, at <https://prod.lcptracker.net/Accounts/Accounts/Login>.
2. Submit their monthly workforce reporting (Monthly Employment Utilization Report) including demographic information by the 15th of the next month using the City of Madison Contract Compliance online system at <https://elam.cityofmadison.com/CitizenAccess/Default.aspx>.
3. Submit their information on payments (Committed Cost Status Report) to subcontractors including Disadvantaged Business Enterprises by the 15th of the next month using the City of Madison Contract Compliance online system at <https://elam.cityofmadison.com/CitizenAccess/Default.aspx>.

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 Construction Type of work:

- Building
- Heavy
- Highway
- Residential

## **SECTION 107.4(i): INSURANCE FOR THE CONSTRUCTION OF BUILDINGS AND STRUCTURES**

Delete the standard specification and replace with the following:

The Contractor shall purchase and maintain, property insurance written on a builder's risk "all-risk" policy form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis less the cost of sitework and demolition. Such insurance shall be maintained until the date in time that the City takes occupancy of the building or possession of the structure, unless otherwise agreed to in writing by Contractor and City. This insurance shall include interests of the City, the Contractor and subcontractors. This insurance does not include Contractor's or subcontractor's property which is not intended to be incorporated into the work such as tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging towers owned or rented, or similar property not expended in the completion of, or to become a permanent part of the installation of the work. This insurance shall apply to new buildings, structures, additions, remodeling, alterations and renovations of existing buildings.

Such insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and soft costs, including but not limited to additional interest costs, insurance, architect fees, engineering fees, contractor fees, legal and accounting fees, city staff costs, bond and permit fees, rental/lease costs and other administrative costs required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This insurance shall cover portions of the work stored off-site, and also portions of the work in transit. The Contractor shall carry sufficient all risk insurance on both the owned and leased equipment at the site of work and enroute to and from the site of work to fully protect Contractor. The Contractor shall require the same coverage of subcontractors. It is expressly understood and agreed that the City shall bear no responsibility for any loss or damage to such equipment.

Partial occupancy or use shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **104.7 EXTRA WORK**

Sec. 104.7 applies in full except that when calculating the prices for Extra Work to be completed by subcontractors federal requirements prohibit the addition of a percentage of cost as a mechanism for recovering indirect costs such as overhead or administrative costs. Contractors wishing to account for indirect costs must provide specific indirect cost rates at the time of submitting its costs that have been accepted by a Federal or State government agency in compliance with FAR Part 31 cost principles. These must be submitted in conjunction calculating the overall price for Extra Work.

### **110.2 PARTIAL PAYMENT TO CONTRACTORS AND PROMPT PAYMENT TO SUBCONTRACTORS.**

- I. Partial Payments to Contractor. Partial payments based on the value of the work satisfactorily performed or satisfactory materials furnished, at contract or agreed unit or lump sum prices, will be made to the Contractor as the work progresses, except that partial payments will not be made if the Contractor is in noncompliance with any order given to the Contractor by the Engineer pursuant to the contract.



Twice each month (provided that a payment of \$1,000 or more becomes due, which amount may at the Engineer's discretion be reduced for contracts of \$25,000 or less) the Contractor will prepare an estimate of the quantities of work performed and the value thereof at contract or agreed unit or lump sum prices. The estimate will be prepared on forms provided by the Engineer. After review and acceptance of the estimate by the Engineer, the City shall issue a partial payment. Workforce Profiles shall be approved prior to the first partial payment.

The quantities included shall be computed to reflect the approximate amount of work completed, or substantially completed under each of the pertinent contract items to the date of the estimate less, in each case, an allowance adequate to cover contingencies and costs still to be incurred incident to finishing, maintaining, repairing and restoring of the work, and to cover possible variations between the contract and final quantities in instances where contract quantities are used as a basis for the estimate.

The Engineer may, upon presentation by the Contractor of receipted bills, freight bills or other satisfactory evidence of payment, include in the estimate prepared for partial payment the value of nonperishable materials which are to form a part of the completed work, produced or purchased, and delivered and stored in the vicinity of the work at such location where they will be available for ready incorporation into the work. The amounts paid for such materials shall go to reduce the amount of other partial or final payments due to the Contractor for the work performed as the materials are incorporated into the completed work.

The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, to repair, restore, correct, renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, or any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection or acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

- II. Prompt Payment to Subcontractors. The Contractor is required pursuant to 49 CFR §26.29 and Wis. Stat. § 66.0135 to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than seven (7) days from the receipt of each payment that the City makes to the Contractor under sub. I above. Contractor must pay subcontractors in full and may not withhold any amount in retainage. Any delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Engineer. Failure to comply with this prompt payment requirement is a breach of contract, which may result in the City withholding payment under sub. I above or pursuing any remedies permitted under law, including, but not limited to, Contractor Debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of Wis. Stat. §66.0135(3).

**ADDITIONAL SPECIAL PROVISIONS APPLICABLE TO THIS CONTRACT ARE INCLUDED AS APPENDIX C**

**Special Provisions**

**Table of Contents**

<b>Article</b>	<b>Description</b>	<b>Page #</b>
1.	Administrative.....	4
1-1	General.....	4
1-2	Scope of Work.....	4
1-3	Notice to Contractor – City of Madison Metro Transit.....	4
1-4	Notice to Contractor – Construction Management team.....	4
1-5	Notice to Contractor – City of Madison.....	4
1-6	Notice to Contractor – Real Estate.....	5
1-7	Permits and Licensing.....	5
2.	Prosecution and Progress.....	5
2-1	Prosecution and Progress.....	5
2-2	Mobilization.....	8
2-3	Field Office, Type B.....	8
2-4	Contractor Document Submittal.....	8
2-5	Madison Metropolitan School District (MMSD) Coordination.....	9
3.	Meetings.....	9
3-1	Mandatory Pre-Bid Meeting.....	9
3-2	Preconstruction Meeting.....	9
3-3	Coordinate with Businesses and Residents.....	9
4.	Environmental.....	9
4-1	Noxious Weeds.....	9
4-2	Hazardous Materials.....	9
4-3	Excavation, Hauling, Segregation, and Disposal of Contaminated Soil, Item SPV.0035.002.....	10
4-4	Archaeological and Historical Findings.....	12
4-5	Noise Control.....	12
5.	Traffic Control.....	13
6.	Utilities.....	16
6-1	Utility Pothole.....	17
6-2	Relocate Hydrant, Item SPV.0060.609.....	18
6-3	Adjust Water Valve, Item SPV.0060.613.....	18
7.	Clear – Demolition – Removal.....	18
7-1	Detectable Warning Fields.....	19
8.	Earthwork.....	19
8-1	Excavation Common.....	19
9.	Bases, Subbases, and Pavements.....	19

9-1	General Requirements for Concrete Pavements.....	19
9-2	General Requirements for Pavements. ....	19
9-3	Backfill Coarse Aggregate Size. No. 1, Item 209.0300.S. ....	19
10.	General/Roadway. ....	19
10-1	Landmark Reference Monuments.....	19
10-2	Construction Staking Sidewalk, Item SPV.0060.001.....	20
10-3	Concrete Curb & Gutter 30-Inch Type A Special, Item SPV.0090.001; Concrete Curb & Gutter 18-Inch Type A Special, Item SPV.0090.002; Concrete Curb & Gutter 30-Inch Type X Special, SPV.0090.009.....	20
10-4	Cold Weather Protection of Concrete Curb & Gutter (Polyethylene), Item SPV 0090.008; Cold Weather Protection of Concrete Sidewalk & Drive (Polyethylene), Item SPV 0165.003; Cold Weather Protection of Concrete Pavement (Polyethylene), Item SPV.180.001.....	20
11.	Drainage, Sewer, & Erosion Control. ....	21
11-1	General. ....	21
11-2	Erosion Control.....	21
11-3	Removing Storm Sewer. ....	21
11-4	PVC Pipe 18-Inch, Item SPV.0090.606.....	21
11-5	Inlet Covers Type R-1878-B7G, Item SPV.0060.611.....	22
11-6	Madison Standard Saddled Inlet Type II, Item SPV.0090.612.....	22
12.	Signing and Marking. ....	23
12-1	General. ....	23
12-2	Pavement Marking Epoxy, Continental Crosswalk, 18-Inch, Item SPV.0090.101; Pavement Marking Epoxy, Stop Line, 24-inch, Item SPV.0090.102.....	23
13.	Street Lighting & Traffic Signals.....	23
13-1	General Requirements Lighting work.....	23
13-2	Notice to Contractor – Traffic Signal Equipment Lead Time.....	24
13-3	Notice to Contractor – City of Madison Furnished Equipment.....	24
13-4	Install Conduit Into Existing Item, Item 652.0700.S. ....	24
13-5	Install Electrical Pull Box, Type I, Item SPV.0060.201; Install Electrical Pull Box, Type III, Item SPV.0060.202; Item SPV.0060.203; Install Electrical Pull Box, Type VII, Item SPV.0060.246; Install Electrical Pull Box, Type X, Item SPV.0060.268. ....	24
13-6	Concrete Base Type G, Item SPV.0060.204; Concrete Base Type LB-3, Item SPV.0060.205; Concrete Base Type LB-8, Item SPV.0060.206; Concrete Base Type LB-SP, Item SPV.0060.245.....	25
13-7	Install Traffic Signal Heads 12-Inch, 3-Section, Item SPV.0060.220; Install Traffic Signal Heads 16-Inch, Pedestrian with Countdown, Item SPV.0060.224. ....	26
13-8	Install Backplates Signal Face, 3-Section 12-Inch, Item SPV.0060.225.....	27
13-9	Install Lighting Assembly Type III, SPV.0060.242. ....	27
13-10	Removing Street Lighting Assembly, SPV.0060.243.....	27
13-11	Install Lighting Assembly Type III Pole, SPV.0060.244. ....	28

13-12	Install Pole 20-Foot 7 Gauge (Green), Item SPV.0060.247; Install Pole 30-Foot 7 Gauge Single Mount (Green), Item SPV.0060.248. ....	28
13-13	Install Traffic Signal Standards Aluminum 13-FT (Green), Item SPV.0060.249. ....	29
13-14	Install Traffic Signal Trombone Arm 20-Foot (Green), Item SPV.0060.253; Install Traffic Signal Trombone Arm 25-Foot (Green), Item SPV.0060.255; Install Traffic Signal Trombone Arm 12-Foot, Item SPV.0060.270. ....	30
13-15	Install Pedestal Bases (Green), Item SPV.0060.256; Install Transformer Bases Breakaway 11 1/2-Inch Bolt Circle (Green), Item SPV.0060.257. ....	30
13-16	Salvage and Reinstall EVP Detector, Item SPV.0060.260. ....	31
13-17	Salvage and Reinstall Gridsmart Detection Camera Item SPV.0060.262. ....	31
13-18	Salvage and Reinstall Pedestrian Push Button, Item SPV.0060.269. ....	32
13-19	Electrical Wire Lighting 14-3 UF Grounded, Item SPV.0090.202. ....	32
13-20	Conduit HDPE Directional Bore 1-Duct 3-Inch, Item SPV.0090.204. ....	33
13-21	Furnish and Install Fiber Optic Cable Outdoor Plant 288-CT, Item SPV.0090.208. ....	33
13-23	Removing Traffic Signals (Livingston), Item SPV.0105.227; Removing Traffic Signals (Fourth Early Works), Item SPV.0105.229. ....	36
13-24	Salvage and Reinstall Monotubes, Item SPV.0105.230. ....	36
13-25	Salvage and Reinstall Bus Signal, Item SPV.0105.251. ....	37
13-26	Temporary Street Lighting Early Works, Item SPV.0105.257. ....	38
13-27	Install Signal Mounting Hardware (Livingston), Item SPV.0105.259; Install Signal Mounting Hardware (Fourth Early Works), Item SPV.0105.260. ....	39
14.	Landscaping. ....	40
14-1	Landscape Planting Surveillance and Care Cycles. ....	40
14-2	Tree Protection, Item SPV.0060.501. ....	40
14-3	Tree Grates, Item SPV.0060.502. ....	40

## SPECIAL PROVISIONS

### 1. Administrative.

#### 1-1 General.

Perform the work under this construction contract for City of Madison East-West Bus Rapid Transit (BRT), in Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2022 Edition (standard specifications/standard spec), as published by WisDOT, the Construction and Materials Manual (CMM), as published by WisDOT, and these special provisions.

References within these special provisions regarding executing the work as specified in the City of Madison specifications, City specs, or similar language is used to refer to the City of Madison Standard Specifications for Public Works Construction 2022 Edition, as published by the City of Madison.

#### 1-2 Scope of Work.

The work under this contract shall include, but is not limited to, concrete pavement, HMA pavement, pavement resurfacing, curb and gutter, sidewalk, curb ramps, grading, landscaping, storm sewer, water, fiber optic, lighting, traffic signals, conduit, concrete bases, pavement marking, signs and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 1-3 Notice to Contractor – City of Madison Metro Transit.

The City of Madison Metro Transit operates multiple bus routes within and directly adjacent to the construction limits. Coordinate with the Metro Transit to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

When construction operations at a specific site require the removal of an existing bus stop sign and/or shelter, Metro Transit will remove any existing Metro-owned bus stop sign and/or shelter before work begins. For bus stop signs, notify Metro Transit at least five (5) business days prior to removal. For bus stop shelters, notify Metro Transit at least ten (10) business days prior to removal. Upon completion of construction at a specific site, Metro Transit will re-install or replace bus stop signs and/or shelters as needed.

Metro Transit contacts:

Graham Carey  
BRT Program Manager  
415-937-3192  
[GCarey@cityofmadison.com](mailto:GCarey@cityofmadison.com)

#### 1-4 Notice to Contractor – Construction Management team.

The Construction Management team is representing Metro Transit during the construction process. The construction management team will be on-site during construction activities and will serve as the contact for any general needs.

Construction Management team contact:

Monty Carlson  
BRT Construction Manager Project Manger  
608-209-1562  
[mcarlson@hntb.com](mailto:mcarlson@hntb.com)

#### 1-5 Notice to Contractor – City of Madison.

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

City of Madison Department of Transportation contacts:

Mike Cechvala

Deputy Project Manager  
[MCechvala@cityofmadison.com](mailto:MCechvala@cityofmadison.com)

Jim Wolfe  
 Engineering  
 608-266-4099  
[JWolfe@cityofmadison.com](mailto:JWolfe@cityofmadison.com)

**Concurrent projects:**

East-West Bus Rapid Transit – Station Construction  
 East-West Bus Rapid Transit – Non-Station Construction  
 Metro Transit Hanson Road Satellite Bus Facility Remodel  
 Madison Metro Route Redesign  
 City of Madison – Blair Street South Construction  
 East Washington Avenue (WisDOT concrete pavement replacement project)  
 East Washington Avenue (City of Madison asphalt pavement resurfacing)  
 East Side Bike Improvements (East Washington Avenue near the Yahara River)

**1-6 Notice to Contractor – Real Estate.**

Parcels not yet acquired for Transportation Project Plat 12777-2. The parcels related to Early Works include Parcel 1 (Livingston Street WB), Parcel 2 (Livingston Street EB), Parcel 6 (Brearly Street EB), Parcels 8 & 9 (Few Street WB), Parcel 11 (Few Street EB), Parcel 13 (Dickinson Street WB), Parcel 14, 16 - 18 (Third Street WB), Parcel 22 (Fourth Street WB), and Parcels 23-24 & 26 (Fourth Street EB). Parcel 27 (Fifth Street WB), and Parcel 33 (Oak Street WB). The Parcel 22 offer will be made after the amendment recording that is expected in September, and Parcels 23, 24 and 26 are in process as of September 1st. All other offers have been made. Transportation Project Plat 12777-2 to be provided with Notice to Proceed. Easements are shown on the Removal Plan sheets, Site Plan sheets and Grading Plan sheets.

**1-7 Permits and Licensing.**

*Add the following to standard spec 107.3(1):*

The City of Madison will apply for a Wisconsin Department of Natural Resources (WDNR) Construction Site Storm Water Runoff General Permit with the intent of having the approved permit prior to construction.

The Contractor shall meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plans, specified in the Special Provisions, or as directed by the Construction Engineer or his designee. 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 will be 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.

Construction Management team to provide feedback on additional permits and whether or not they will pursue prior to construction or if contractor needs to apply.

**2. Prosecution and Progress.**

**2-1 Prosecution and Progress.**

Begin work within ten calendar days after Metro Transit issues a written notice to proceed. The notice to proceed is not expected prior to November 7<sup>th</sup>, 2022.

Provide the start date to the construction management team in writing within a month after executing the contract but at least 14 calendar days before the Preconstruction Meeting. Upon approval, Metro Transit will issue the notice to proceed within ten calendar days before the approved start date.

To revise the start date, submit a written request to the construction management team at least two weeks before the intended start date. Metro Transit will approve or deny that request based on the conditions cited in the request and its effect on City of Madison's scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. The proposed schedule of operations indicates that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time. The contractor shall provide a monthly P6 cost-loaded schedule to the Construction Management team for incorporation into the Project master schedule.

Take care to protect all building faces and adjacent privately-owned structures from damage, dirt, undermining, and wet concrete. Put a plywood, sheeting, or other approved shield up against the building to protect it with approval by building owner. Excavate, bore, and drill adjacent to privately owned structures with caution to ensure undermining does not occur. The costs for this work are incidental to the contract. Return any privately-owned structures and building faces to its original condition if any damage/undermining occurs, or any dirt or concrete is adhered to the structure face.

The Contractor shall limit work hours to 7:00 a.m. to 7 p.m. Monday-Saturday unless approved by the Engineer in writing. The Contractor will be able to start at 6:00 a.m. for concrete pours at building entrances and utility lateral connections if approved by the Engineer. No work shall be allowed on holidays unless approved by the Engineer.

City of Madison will not grant time extensions to the interim or completion dates for the following:

- Severe weather as specified in standard spec 108.10.2.2.
- Labor disputes that are not industry wide.
- Delays in material deliveries.

### **Pavement Markings, Permanent Signing, and Incidentals**

Perform all work to place final pavement markings, permanent signing and incidentals.

Provide construction support for the 30-day construction testing phase, including providing modifications to previously constructed activities. This work is incidental to the contract if modifications required are due to contractor or manufacturer deviances from the provided plans and specifications. Additional work identified from operational testing outside of construction work outlined within the plans and specifications, and not due to errors in construction, will be paid for accordingly. Payment shall be agreed upon by the contractor and Metro Transit prior to beginning any out of scope work.

### **Liquidated Damages**

Complete all work as specified prior to Wednesday, May 5<sup>th</sup>, 2023.

If the contractor fails to complete the work, prior to 11:59 PM, May 5<sup>th</sup>, 2023, The City of Madison will assess the contractor \$4,350 in liquidated damages. If the work remains incomplete at 12:01 AM May 6<sup>th</sup>, 2023, The City of Madison will assess the contractor \$4,350 in liquidated damages for each day that requirements are not met after 12:01 AM May 6<sup>th</sup>, 2023. Additional interim liquidated damages will be assessed under administrative item Failing to Open Road to Traffic.

If contract time expires prior to completion of all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

### **Erosion Control Implementation and Enforcement**

Submit a schedule and description of Clearing operations with the Erosion Control Implementation Plan (ECIP) 14 days prior to any Clearing operations. The construction management team will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued by both the WDNR and the City of Madison. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty-eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty-eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hour period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

### **Environmental Protection**

If construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with the Wisconsin Department of Natural Resources, is required prior to initiating activities.

#### **Northern Long-eared Bat (*Myotis septentrionalis*)**

The Northern Long-Eared Bat (*Myotis septentrionalis*) is a federally-listed threatened species. The Northern Long-Eared Bat hibernates in caves and mines, swarming through surrounding wooded areas in autumn. The Northern Long-Eared Bat forages in upland forests during the spring and summer seasons. Project staff consulted with the to determine if the project would be near documented maternity roost trees and/or hibernacula. The DNR determined that the project would be more than 150 feet from a known maternity roost tree and more than one-quarter mile from known hibernacula.

The project was reviewed through the Federal Highway Administration (FHWA), Federal Railway Administration (FRA), and Federal Transit Administration (FTA) Programmatic Biological Opinion (PBO) for Transportation Projects within the range of the Northern Long-Eared Bat (revised February 5, 2018) to satisfy the requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA). The results of the review determined that the project may affect, is likely to adversely affect the Northern Long-Eared Bat (dated May 24, 2021). Therefore, consultation with USFWS was required. The USFWS Green Bay Field Office reviewed the effects of the project and determined that the project is consistent with the conservation measures and scope of the PBO and is not likely to jeopardize the continued existence of the Northern Long-Eared Bat.

If additional trees need to be removed, no Clearing shall occur without prior approval from the construction management team following their review. A request for approval does not constitute approval.

The following measures are to be implemented to minimize potential impacts to federally-listed threatened and endangered species and Wisconsin State Special Concern species:

- Tree removal will be limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field.
- The contractor shall not perform tree cutting activities during June 1<sup>st</sup> to August 15<sup>th</sup> of the calendar year.
- Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all environmental commitments, including all applicable avoidance and minimization measures (AMMs).

#### **Rusty Patch Bumble Bee (*Bombus affinis*)**

The Rusty Patch Bumble Bee (*Bombus affinis*) is a federally-listed endangered species and a Wisconsin State Special Concern species. Suitable habitat for the rusty patched bumble bee consists of prairies, woodlands, marshes/wetlands, agricultural landscapes, and residential parks and gardens. Overwintering habitat includes non-compacted and often sandy soils or woodlands. The DNR determined that the project may have an impact on the Rusty Patch Bumble Bee and that the impact is likely to be adverse.

The following measures would be implemented to minimize potential impacts to federally-listed threatened and endangered species and Wisconsin State Special Concern species:

- Implement BMPs, especially those that serve to minimize the spread of invasive species and to avoid or minimize soil compaction.



- Avoid or minimize soil disturbance and heavy equipment operation during overwintering October 15<sup>th</sup> to March 15<sup>th</sup>.
- Avoid or minimize forest management that may destroy spring blooming flowers during their bloom periods.

#### **Yellow Bumble Bee (*Bombus fervidus*)**

The Yellow Bumble Bee (*Bombus fervidus*) is a Wisconsin State Special Concern species. The yellow bumble bee inhabits grassy, open areas including forest clearings, garden parks and along roadsides. The DNR determined that the project may have an impact on the Yellow Bumble Bee; these impacts are not expected to be adverse.

#### **Lake Sturgeon (*Acipenser fulvescens*)**

Lake Sturgeon (*Acipenser fulvescens*) is a Wisconsin State Special Concern species. Lake Sturgeon is found in large rivers and lakes, along with shoal waters of the Great Lakes. The DNR determined that land disturbance activities during Project construction may have an impact on Lake Sturgeon; these impacts are not expected to be adverse.

The following measures would be implemented to minimize potential impacts to federally-listed threatened and endangered species and Wisconsin State Special Concern species:

- Implement erosion and runoff prevention measures if project activities would cause land disturbance near the Yahara River or Starkweather Creek.

#### **Material and Equipment Staging**

Submit a map that identifies all proposed material stockpile or equipment storage locations to the Construction management team 14 days before either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner and submit an electronic copy to the construction management team before use. Do not stockpile or store materials or equipment on wetlands.

Material and staging areas off the project limits shall be included in the ECIP for review.

#### **2-2 Mobilization.**

*Add the following to standard spec 619.1:*

Work under this contract will require multiple mobilizations for various aspects of the work to the complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the projects. All mobilizations shall be considered incidental to this bid item.

#### **2-3 Field Office, Type B.**

*Revise standard spec 642.3 (1) as follows:*

Locate Field Office at a portion of Brayton Parking Lot located at 1 South Butler Street as directed by the Construction Management team. Do not combine field offices and field laboratories, or combine them with, or attached them to, any buildings used by the contractor, unless the Construction Management team allows in writing.

#### **2-4 Contractor Document Submittal.**

This special provision describes minimum requirements for submitting project documents to the Construction Management team. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring the Construction Management team review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The Construction Management team will reject submittals with incomplete transmittal sheets and require resubmittal.

The Construction Management team will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in Portable Document Format (PDF) to the engineer-designated folder within the Construction Management team's SharePoint site and send alerts with a link to the document via email to (an) account(s) the engineer determines. If possible, translate original documents from their native format

(e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

## **2-5 Madison Metropolitan School District (MMSD) Coordination.**

When construction activities at a specific site may impact Madison Metropolitan School District (MMSD), notify MMSD and the Construction Management team at least fourteen (14) days prior to construction.

Madison Metropolitan School District contacts:

Michael LaCount, mlacount@madison.k12.wi.us

De'Kendra Stamps, dbstamps@madison.k12.wi.us

Mick Howan, School District Transportation, mjhowan@madison.k12.wi.us

Jeff Fedler, Madison School District Transportation Coordinator, jfedler@madison.k12.wi.us

## **3. Meetings.**

### **3-1 Mandatory Pre-Bid Meeting.**

*Add the following to standard spec 102.3.1:*

Prospective bidders are required to attend a mandatory virtual pre-bid meeting. Details and directions regarding an invitation for prequalified bidders will be forthcoming.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

stp-102-010 (20150630)

### **3-2 Preconstruction Meeting.**

The Contractor shall schedule a preconstruction meeting 7 calendar days before any work at the site is started. The meeting shall be attended by City of Madison, Contractor, construction management team, appropriate utility companies, and others as appropriate will be held to establish understanding among the parties as to the work, schedule, handling of submittals, payment, and required records associated with this project.

### **3-3 Coordinate with Businesses and Residents.**

The contractor shall arrange and conduct a meeting with City officials, business owners, property owners, residents, to discuss the Project schedule of operations including vehicular and pedestrian access during construction operations, anticipated utility outages, and any other vital information as determined by the contractor and construction management team. Hold the first meeting at least one week prior to the start of work in 2022. No further meetings will be required unless directed by the construction management team. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. City of Madison will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks prior notice to the construction management team to allow for these notifications.

stp-108-060 (20141107)

At least 48-hours in advanced of disturbing areas the contractor shall coordinate with businesses and residents on items such as flowerpots and decorate landscaping items that are within the construction area.

Contractor shall abide by section 107 of the WisDOT standard specifications regarding continuing property owner coordination required throughout the duration of the project.

## **4. Environmental.**

### **4-1 Noxious Weeds.**

The contractor shall perform all work in accordance with Wisconsin Statute 66.0407 to minimize the spread of noxious weeds within project limits.

### **4-2 Hazardous Materials.**

Contractor shall not store construction materials and debris, including fuels, oil, and other liquid substances, in a manner that would allow them to enter a wetland, waterbody, or groundwater source as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is responsibility of the Contractor to remove such material, minimize any contamination resulting from the spill, and immediately notify the Construction Management team.

#### **4-3 Excavation, Hauling, Segregation, and Disposal of Contaminated Soil, Item SPV.0035.002**

##### **A Description**

This special provision describes management of nonhazardous contaminated soils or excavated fill material if encountered within the project limits. Nonhazardous contaminated soil and fill material shall be disposed at a licensed landfill facility as determined by the Construction Management team and is anticipated to be the following:

Waste Management  
Madison Prairie Landfill  
6002 Nelson Road  
Sun Prairie, WI 53590  
DNR Fac. ID:113195280  
Dane County

Contact information for landfill disposal fees is as follows:

Brian Smith, Industrial Account Manager  
Mobile: 414-793-0232  
Email: Bsmith45@wm.com

Perform this work according 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.

##### **A.1 Notice to Contractor- Contaminated Soil and Groundwater Beyond Construction Limits**

Based on results from the Phase 1 Hazardous Materials Assessment, sites with known or suspected soil contamination were identified adjacent to the construction limits where grading or excavation may be required. Documented soil contamination is present beyond the project construction limits; however, there is potential for soil contamination or fill material within this project where excavation may be required at the following locations:

- Site 102E - The Constellation Project LLC, 754 E Washington Ave/ 10 N Livingston St, Station 228+00 to 229+ 31.06 LT
- Site 103E - Galaxie Condominium, 800 block of Washington Ave/ 811 E Mifflin St, Station 230+00 LT
- Site 105E - Gebhardt Frank Condo Owners Association Inc (The Cosmos Project), 803 E Washington Ave, Station 230+00 to 231+00 RT
- Site 107E - Breese Stevens Field, 902 E. Washington Ave, Station 241+75 to 243+00 LT
- Site 109E - Madison Dairy Produce, 1002 E. Washington Ave, Station 243+00 LT
- Site 111E - Research Products Corp, 1015 E. Washington Ave, Station 243+00 and 244+25 RT
- Site 112E - Roadway Transmission, 1200 E. Washington Ave, Station 256+50 and 257+ 50 LT
- Site 114(A)E - Madison Metro Transit System, 1101 E Washington Ave, Station 255+00 and 257+25 RT

If contaminated soil, groundwater, solid waste fill material (e.g. cinders, ash, foundry sand, etc) or underground storage tanks (USTs) are encountered within the areas listed above or elsewhere on the project, then terminate excavation or grading in the area and notify the Construction Management team.

##### **B Materials (Vacant)**

##### **C Construction**

##### **C.1 Coordination**

Coordinate this work with the Construction Management team or their designated environmental consultant. The role of the environmental consultant will be limited to:

1. Determining the locations and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the landfill facility;
3. Documenting that activities associated with management of contaminated soils are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil.

The contractor shall 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 contaminated areas specified above to the environmental consultant. Identify the WDNR approved landfill facility that will be used for disposal of contaminated soils. Provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the contaminated areas, or at the preconstruction conference, whichever comes first.

The contractor shall coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the contaminated areas. Perform excavation work in this area on a continuous basis until excavation work is completed. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

Active groundwater monitoring wells are not expected to be located within the project limits. If active groundwater monitoring wells are encountered during construction, notify the Construction Management team and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. Adjust monitoring wells that need to be maintained and do not conflict with structures or curb and gutter to be flush with the final grade. Coordinate with the environmental consultant the abandonment or adjustment of wells that conflict with the previously mentioned items and wells that are not required to be maintained.

For further information regarding previous investigation and remediation activities at these sites contact the Construction Management team.

## **C.2 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities of contaminated soil, site workers taking part in these activities that will result in the reasonable probability of exposure to safety and health hazards associated with potential 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.

## **C.3 General Conditions**

*Supplement standard spec 205.3 with the following:*

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

The Construction Management team or their environmental consultant will periodically evaluate soil excavated from the contaminated areas. The environmental consultant 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. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Based on the results of such field-screening, the material will be designated as follows:

1. Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
2. Contaminated soil for disposal at the WDNR-licensed landfill facility, or
3. Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 50 cubic yards of contaminated material on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation.

The environmental consultant will collect representative samples of the stockpiled material, laboratory analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR licensed landfill facility by the contractor or, if characterized as hazardous waste, by others.

As an alternative to temporarily stockpiling contaminated material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such material is encountered until such time as characterization is completed. Directly load and haul soils designated by the environmental consultant for offsite treatment and disposal at the WDNR-licensed facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site treatment and disposal so as not to contain free liquids.

#### **D Measurement**

The City of Madison will measure Excavation, Hauling, Segregation, and Disposal of Contaminated Soil in tons of contaminated soil accepted by the landfill facility as documented by weight tickets generated by the landfill facility. The management of contaminated groundwater shall be considered incidental to other items in the contract.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.002	Excavation, Hauling, Segregation, and Disposal of Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and direct landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. This item includes the landfill tipping fees for the disposal of contaminated soil.

#### **4-4 Archaeological and Historical Findings.**

Contractor shall abide by WisDOT standard specification 107.25 regarding archaeological and historical findings. If at any point project activities should result in the inadvertent discovery of human remains or burials, all activities in the area of the discovery should be halted and the area of the discovery fenced and secured. The local Sherriff's Department and the Wisconsin Historical Society should be immediately notified in compliance with Wisconsin burial sites protection laws (Wisconsin State Statute 157.70 and Wisconsin Administrative Code HS 2).

#### **4-5 Noise Control.**

Construction noise levels are subject to local noise ordinances. Contractor shall prepare a detailed noise control plan under the supervision of a noise control engineer or acoustician. Key elements of a plan include:

- Contractor's specific equipment types
- Schedule and methods of construction
- Maximum noise limits for each piece of equipment with certification testing
- Prohibitions on certain types of equipment and processes during the nighttime hours without variances
- Identification of specific sensitive sites where near construction sites
- Methods for projecting construction noise levels
- Implementation of noise control measures where appropriate
- Acoustic shielding requirements for jackhammers, chainsaws, and pavement breakers
- Methods for responding to community complaints

- Methods to limit vibrations in construction areas within 36 feet of a building
- Construction noise shall comply with City of Madison noise ordinance

Plan shall be submitted to the construction management team for approval 14 calendar days prior to construction. The noise control plan is incidental to construction.

## 5. Traffic Control.

### A Description.

This work includes furnishing, constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zones. Maintaining shall include replacing damaged or stolen traffic control devices. Existing traffic control devices such as signs and pavement markings that conflict with the Maintenance of Traffic Control Plan shall be removed or covered as directed the City Traffic Engineer.

### B Material.

All signing and barricading shall conform to Part VI of the Federal Highways Administrations latest "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings, Series 15 – R/W, Access and Traffic Control) and the City of Madison Standards for sidewalk and bikeway closures.

### C Construction.

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to (Tom Mohr, 608-267-8725, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com) and Chad Veinot, 608-267-1960, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com) ), prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

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

Removals or covering of conflicting signs and pavement markings shall be performed at no cost to the City.

### Traffic Control Changes

Submit any traffic control change request to the construction management team at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

### Local Street Work Restrictions

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

### Maintenance of Access

Contractor shall maintain or provide where necessary pedestrian access to adjacent properties, businesses, and bus stops.

### Pedestrian Movements

The Contractor shall conduct operations in a manner that will cause the least interference to pedestrian movements adjacent to the work site and pedestrian access to buildings within the project limits.

The Contractor shall always provide and maintain pedestrian walkways within the project limits that provide the following pedestrian movements:

Pedestrian walkways shall be surfaced of existing concrete, asphalt, or temporary pavement and be maintained ADA accessible, and free from mud, sand, and construction debris. Sections of the walkways that are disturbed or removed during construction shall be repaired with temporary pavement or other Engineer approved material prior to reopening. Walkway sections shall not be closed overnight. Safety fencing or other Engineer approved barrier method shall guide pedestrian walkways; traffic control barrels shall not be used for pedestrian corridors.

Pedestrian walkways shall have a minimum clear width of 5-feet.

### **Adjacent Streets**

The Contractor shall always conduct his operations in a manner that will cause a minimum of inconvenience to the free flow of vehicle, bicycle, and pedestrian traffic on all adjacent streets. Temporary lane closures and/or halting of traffic within open roadways for delivery of materials or equipment shall require flaggers. All traffic control items and flaggers for any temporary lane closure for delivery of materials shall be included in the bid item "Traffic Control", under this contract. The materials and equipment used by the contractor shall remain within the boundaries of the project and traffic control limits as approved by the resident engineer.

Roadway and sidewalk signing shall be in place as detailed on the plans and specials and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Conflicting signs shall be covered or removed by the Contractor after coordination with the City Traffic Engineer as necessary to avoid confusion. A two-week notice is required to (Chad Veinot, 608-267-1960, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com)) to cover or remove traffic signs.

The Contractor shall use only City of Madison designated truck routes for material haul roads as detailed in Section 618 of the State of Wisconsin Standard Specifications.

### **Coordination.**

The Contractor shall notify the Engineer forty-eight (48) hours in advance of any changes to traffic operations or closures of streets. Notifications must be given by 4:00 p.m. on Thursday for any such work to be done on the following Monday.

-City of Madison Police Department – Cindy Deering, [cdeering@cityofmadison.com](mailto:cdeering@cityofmadison.com)

-City of Madison Fire Department – Ed Ruckriegel, 608-266-4457, [eruckriegel@cityofmadison.com](mailto:eruckriegel@cityofmadison.com)

-City of Madison Traffic Engineering – Chad Veinot, 608-267-1960, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com)

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

-City of Madison Streets Division – Charlie Romines, 608-266-4680, [cromines@cityofmadison.com](mailto:cromines@cityofmadison.com)

-Madison Metropolitan School District (MMSD) - Michael LaCount, [mlacount@madison.k12.wi.us](mailto:mlacount@madison.k12.wi.us)

De'Kendra Stamps, [dbstamps@madison.k12.wi.us](mailto:dbstamps@madison.k12.wi.us)

Mick Howan, [mjhowan@madison.k12.wi.us](mailto:mjhowan@madison.k12.wi.us)

Jeff Fedler, [jfedler@madison.k12.wi.us](mailto:jfedler@madison.k12.wi.us)

The contractor shall furnish portable changeable message signs at the plan or engineer identified locations 10 calendar days prior, notifying the traveling public of the closure. The Engineer shall approve the message.

### **Tree Protection**

Existing trees within the limits of the construction shall be protected according to 107.13 of City of Madison Standard Specification for Public Works Construction.

### **Public Convenience and Safety.**

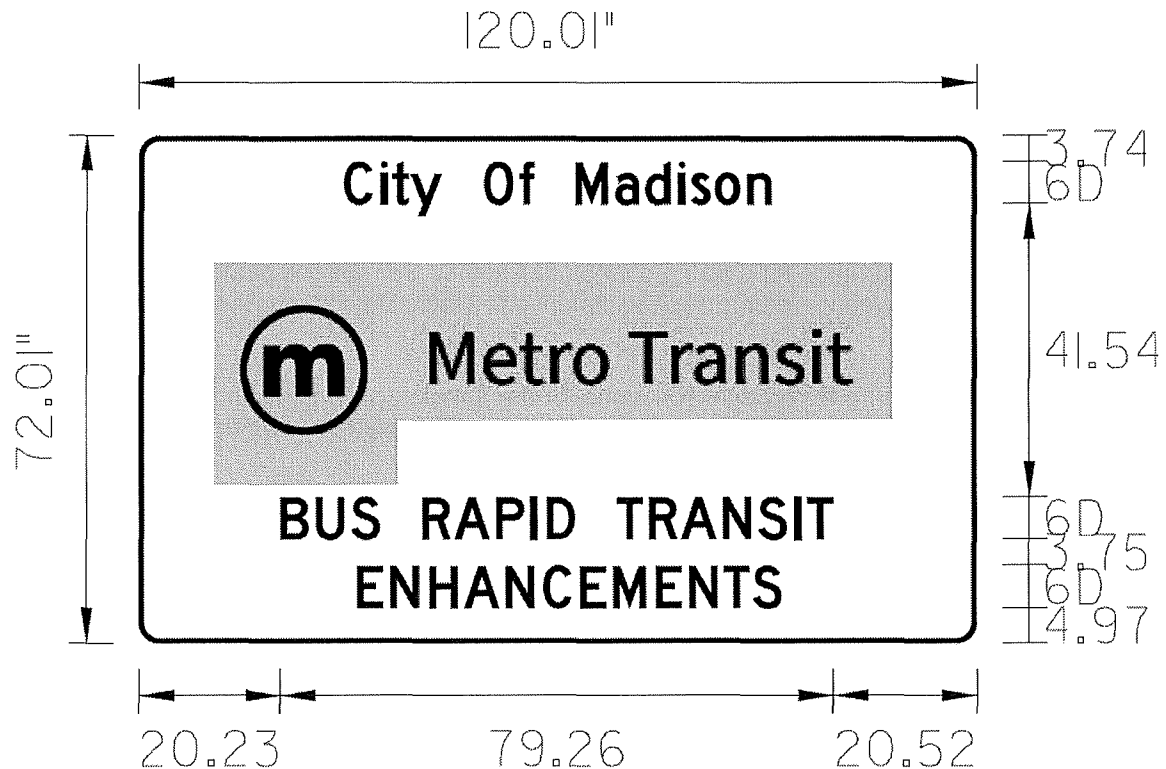
*Revise standard spec 107.8(4) as follows:*

Notify the responsible fire and police department at least 48 hours before any road closures.

*Revise standard spec 107.8(6) as follows:*

Hours of operation shall be approved by City of Madison.

The Contractor shall erect and maintain two (2) Project Signs at the project site, where directed by the Engineer, and shall only be removed and disposed of properly upon final project completion. Signs shall be relocated, as directed by the Engineer, to locations consistent with the work currently in progress.



#### **Holiday and Other Work Restrictions.**

The work is expected to start November 2022 and complete by May 2023. City of Madison events and other public holidays may increase both vehicular and pedestrian traffic to the project area.

The public holidays include:

2022

November 24<sup>th</sup> – Thanksgiving

November 25<sup>th</sup> – Day after Thanksgiving.

December 24<sup>th</sup> thru 26<sup>th</sup> – Christmas

2023

January 1<sup>st</sup> thru 2<sup>nd</sup> – New Year

January 16<sup>th</sup> – Martin Luther King Jr. Day

May 29<sup>th</sup> – Memorial Day

June 19<sup>th</sup> – Juneteenth

The events include, but not limited to:

2023

May 12<sup>th</sup>-13<sup>th</sup> University of Wisconsin Madison Graduation

Traffic control and work hours may need to be modified during this time. Contractor shall comply to changes to the work zones during that time.

Proposed fiber optic improvements are scheduled at the intersection of East Washington Avenue and 4<sup>th</sup> Street adjacent to East High School. Work to be completed within a time window to be coordinated between the City and Madison Metropolitan School District. The contractor shall notify the City of Madison Fiber



Network Manager, Construction Management team and MMSD at least fourteen (14) days prior to construction.

City of Madison Fiber Network Manager – Taletha Skar, 608-261-9648, [tskar@cityofmadison.com](mailto:tskar@cityofmadison.com)

The Contractor shall refer to the contact information provided above and in Section 2-5 of these specifications should coordination be required with MMSD personnel.

#### **Failure to Open Road to Traffic.**

The maximum cumulative total time in which any residential property is completely without driveway access is twenty (20) calendar days. The City of Madison shall assess the contractor \$100 per calendar day per driveway when exceeding the maximum allowable closure.

The contractor shall not restrict traffic during peak hours on streets with a functional classification of collector or arterial unless specified in the plans or approved by the engineer. The City of Madison shall assess the contractor \$1000 per occurrence for working during peak hours. For specific peak hour traffic restrictions along East Washington Avenue, refer to the Maintenance of Traffic Detail Plan Sheet, General Notes.

#### **D Measurement**

This work to maintain the traffic through work zone for the duration of construction shall be measured as each per bid contract. All work related to traffic control will be included in pay item Traffic Control unless listed in Payment section below.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid items:

ITEM	NUMBER DESCRIPTION	UNIT
643.0300	Traffic Control Drums	DAY
643.0410	Traffic Control Barricades Type II	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0705	Traffic Control Warning Lights Type A	DAY
643.0715	Traffic Control Warning Lights Type C	DAY
643.0800	Traffic Control Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control Signs PCMS	DAY
643.5000	Traffic Control	EACH
644.1410	Temporary Pedestrian Surface Asphalt	SF
644.1420	Temporary Pedestrian Surface Plywood	SF
644.1430	Temporary Pedestrian Surface Plate	SF
644.1601	Temporary Pedestrian Curb Ramp	DAY
644.1810	Temporary Pedestrian Barricade	LF
649.0105	Temporary Marking Line Paint 4-Inch	LF

#### **6. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220.

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There are underground and overhead utility facilities located within the construction limits of the project. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the construction management team, when it becomes evident that a utility conflict could occur.

The following utility companies have facilities within the project area with proposed relocation:

#### **City of Madison – Communications.**

**Metropolitan Unified Fiber Network (MUFN) – Communications****SupraNet - Communications****Wisconsin Independent Network (WIN) - Communications**

Relocation work for City of Madison and MUFN fiber optic facilities is included in this Early Works project. SupraNet and WIN lease fibers in these lines.

**AT&T Wisconsin – Communications**

AT&T Wisconsin has an existing 12' x 6' x 7' vault in the proposed south (EB) curb line of E. Washington Avenue at Few St. They will reconstruct the lid to put the manhole opening closer toward the roadway centerline.

The following utility companies have facilities within the project area with no relocation anticipated:

**ATC – Electricity Transmission****AT&T Legacy – Communications****Charter Communications****City of Madison Engineering – Electric, Signals, Lighting****City of Madison – Sewer****Everstream – Communications****Extenet Systems – Communications****Frontier Communications****Lumen – Communications****Madison Gas & Electric – Electricity****Madison Gas & Electric – Gas****Madison Metropolitan Sewerage District – Sewer****MCI Communications****Midwest Fiber Networks – Communications****MOX Networks – Communications****ResTech Services – Communications****Rogers Telecom – Communications****Sprint – Communications****TDS Metrocom – Communications****TDS Telecom – Communications****US Signal – Communications****Wisconsin Dept of Administration, Div. of Enterprise Tech – Communications****Windstream – Communications****Wisconsin DOT ITS – Communications****6-1 Utility Pothole**

This special provision describes potholed utilities within the construction limits performed during project design. The depths to existing underground utility facilities will be available upon request for the following locations:

Station	Offset	Utility type	Street	Cross street
328+12 WA	21' RT	Water	E Washington Av	Milwaukee St
328+76 WA	6' RT	FO package	E Washington Av	Milwaukee St
330+39 WA	4' RT	Water	E Washington Av	North St
330+39 WA	25' RT	Water	E Washington Av	North St
457+75 WA	60' RT	FO/E package	E Washington Av	East of Thierer Rd

## 6-2 Relocate Hydrant, Item SPV.0060.609.

### A Description

Remove and Relocated Hydrant

### B Materials

Follow City of Madison Construction Specifications section 704.8.

### C Construction

Follow City of Madison Construction Specifications section 704.8.

### D Measurement

Follow City of Madison Construction Specifications section 704.8.

### E Payment

City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.609	Relocate Hydrant	EACH

Payment includes all equipment, labor and materials necessary to complete this item as specified.

## 6-3 Adjust Water Valve, Item SPV.0060.613.

### A Description

Work under this item consists of adjusting and extending existing watermain valve boxes to 1/4-inch below finished grade.

### B (Vacant)

### C Construction

Adjust water valve box according to City of Madison standard specifications.

Excavate and expose the existing water valve box to the depth needed to adjust the valve box to finished grade and depth necessary to replace all broken valve boxes. Extensions for additional depth and/or replacement may be required and are included in this item. Backfill and compact according to the City of Madison standard specifications. Leave all valve boxes centered over the valve operating nut and free of dirt and debris.

### D Measurement

The City of Madison will measure Adjust Water Valve as each adjustment acceptably completed.

### E Payment

City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.613	Adjust Water Valve	EACH

Payment is full compensation for provision and installation of replacement valve box sections and covers, for excavating, backfilling with granular backfill, adjusting valve box to 1/4-inch below finished grade, compacting, and restoring disturbed areas.

## 7. Clear – Demolition – Removal.

**7-1 Detectable Warning Fields.**

*Add the following to standard spec 204.5.1:*

Payment for Removing Sidewalk includes the removal of existing detectable warning fields.

**8. Earthwork.**

**8-1 Excavation Common.**

*Replace standard spec 205.4.1(1) with the following:*

City of Madison will measure all excavation by the cubic yard, acceptably completed, as computed using alternate methods involving anticipated depth measurements based on typical proposed section and assumed existing pavement thickness multiplied by area of pavement removal.

Excavation for utility trenches and disposals of surpluses and unsuitable material is incidental to the other items of this project and will not be paid for separately.

**9. Bases, Subbases, and Pavements.**

**9-1 General Requirements for Concrete Pavements.**

Concrete to be removed and replaced shall be sawcut at the nearest existing joint. Contractor shall provide jointing plan and obtain approval by the construction management team prior to construction. The cost for this work is incidental to the contract.

**9-2 General Requirements for Pavements.**

All bituminous and Portland cement concrete proportioning plants and crushers must meet the requirements for the rules of Part 55 Air Pollution Control, of Act 451, Natural Resource and Environmental Protection.

**9-3 Backfill Coarse Aggregate Size. No. 1, Item 209.0300.S.**

**A Description**

This special provision describes furnishing and placing coarse aggregate backfill size no.1 as the plans show.

**B Materials**

Provide clean coarse aggregate conforming to the requirements as specified under standard spec 209.2, except gradation shall conform to standard spec 501.7.4.

**C Construction**

Construct coarse aggregate according to standard spec 209.3.

**D Measurement**

The City of Madison will measure Backfill Coarse Aggregate Size. No. 1 in volume by the cubic yard in the vehicle.

**E Payment**

The City of Madison will pay for the measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
209.0300.S	Backfill Coarse Aggregate Size. No. 1	CY

Payment is full compensation for furnishing and installing the aggregate.

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**10. General/Roadway.**

**10-1 Landmark Reference Monuments.**

Any reference monument impacted during construction shall be replaced or adjusted in accordance to Section 621 of the standard specifications. All work with replacing or adjusting existing monuments impacted during construction are incidental to the project.

**10-2 Construction Staking Sidewalk, Item SPV.0060.001.**

**A Description**

This section describes the contractor-performed construction staking required to establish the horizontal and vertical position for concrete sidewalk in accordance with section 650 of the Wisconsin Department of Transportation Standard Specifications 2022 Edition.

**B (Vacant)**

**C Construction**

**D Measurement**

The department will measure Construction Staking Sidewalk (site) as each individual site acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Construction Staking Sidewalk (site)	EACH

Payment is full compensation for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

**10-3 Concrete Curb & Gutter 30-Inch Type A Special, Item SPV.0090.001; Concrete Curb & Gutter 18-Inch Type A Special, Item SPV.0090.002; Concrete Curb & Gutter 30-Inch Type X Special, SPV.0090.009.**

**A Description**

Construct concrete curb and gutter, including varying gutter slopes, as shown in the plans, as shown on City of Madison standard detail drawing, and in accordance with section 601 of the standard specifications.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The City of Madison will measure Concrete Curb & Gutter (Type) Special by the linear foot acceptably completed.

**E Payment**

The City of Madison will pay for the measured quantity at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Concrete Curb & Gutter 30-Inch Type A Special	LF
SPV.0090.002	Concrete Curb & Gutter 18-Inch Type A Special	LF
SPV.0090.009	Concrete Curb & Gutter 30-Inch Type X Special	LF

Payment is full compensation for all materials, labor and incidentals for constructing the curb and gutter, in accordance with the drawings and as set forth in these specifications.

**10-4 Cold Weather Protection of Concrete Curb & Gutter (Polyethylene), Item SPV 0090.008; Cold Weather Protection of Concrete Sidewalk & Drive (Polyethylene), Item SPV 0165.003; Cold Weather Protection of Concrete Pavement (Polyethylene), Item SPV.180.001.**

**A Description**

Place protective covering according to City of Madison standard spec 301.8, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

Furnish materials that meet the requirements specified in City of Madison standard spec 301.8 and WisDOT standard spec 415.3.13.2.

**C (Vacant)****D Measurement**

The department will measure Concrete Pavement Protection of Concrete Curb & Gutter (Polyethylene) by the linear feet, acceptably completed.

The department will measure Concrete Pavement Protection of Concrete Sidewalk & Drive (Polyethylene) by the square foot, acceptably completed.

The department will measure Concrete Pavement Protection of Concrete Pavement (Polyethylene) by the square yard, acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.008	Cold Weather Protection of Concrete Curb & Gutter (Polyethylene)	LF
SPV.0165.001	Cold Weather Protection of Concrete Sidewalk & Drive (Polyethylene)	SF
SPV.0180.001	Cold Weather Protection of Concrete Pavement (Polyethylene)	SY

Payment is full compensation for supplying the polyethylene and material sufficient to weight down the insulating materials to withstand wind; remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

**11. Drainage, Sewer, & Erosion Control.****11-1 General.**

Inspect existing storm, sanitary, and combined infrastructure prior to connecting to existing infrastructure. Work with the construction management team in cases where substandard infrastructure could adversely impact the system. Payment shall be adjusted if the construction management team agrees that manholes or catch basins need to be reconstructed rather than adjusted. Unit prices for reconstructing manholes and catch basins provided by the contractor at the time of bidding is to be used if reconstruction is agreed upon by the contractor and construction management team.

**11-2 Erosion Control.**

*Add the following to standard spec 107.20:*

Provide the Erosion Control Implementation Plan (ECIP) a minimum of 14 days prior to the pre-construction conference. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion.

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Sod shall be installed/completed on all topsoiled areas within 5 working days after placement of topsoil.

**11-3 Removing Storm Sewer.**

*Revise standard spec 204.3.2.2.1 (13):*

Under the Removing Storm Sewer bid items, remove existing storm sewer, sanitary sewer or combined sewer as called out in the plans. Backfill resulting trenches with granular backfill conforming to 209.2.

**11-4 PVC Pipe 18-Inch, Item SPV.0090.606****A Description**

This special provision describes furnishing and installing Poly Vinyl Chloride (PVC) storm sewer pipe.

**B Materials**

Provide solid-wall PVC storm sewer pipe and fittings meeting the requirements of ASTM D 3034.

Provide pipe and fittings having a standard dimension ratio of 26 or 35.

Assemble solvent cement joints using solvent cement obtained from the pipe manufacturer, which conforms to the requirements of ASTM D2564.

The assembled joint must pass the performance tests as required in ASTM D3212.

Provide ASTM D3034 SDR-26 pipe for storm sewer mains deeper than 12 feet.

**C Construction**

Install PVC storm sewer pipe in accordance to the applicable provision of WisDOT standard spec 520, at the alignment and grades shown on the plans.

**D Measurement**

The City of Madison will measure Storm Sewer Pipe PVC (18-Inch) by the lineal foot, acceptable completed.

**E Payment**

The City of Madison will pay for the measured quantity at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.606	PVC Pipe 18-Inch	LF

Payment is full compensation for providing all materials, including fittings; for all excavating except rock excavation; for forming the foundation; providing and removing sheeting and shoring; for laying pipe and sealing joints, and making connections to new or existing fixtures; and for backfilling, for providing granular backfill material, including bedding material.

**11-5 Inlet Covers Type R-1878-B7G, Item SPV.0060.611**

**A Description**

Perform work in accordance with the applicable provisions of Section 611 of the Standard Specifications and as indicated on the plans.

**B Materials**

Neenah R-1878-B7G Frame and Lid

**C (Vacant)**

**D Measurement**

The department will measure Inlet Covers Type R-1878-B7G by each individual unit acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.611	Inlet Covers Type R-1878-B7G	EACH

Payment is full compensation for providing new covers, including frames, grates or lids, all other required materials, for installing and adjusting each cover, and incidentals necessary to complete the contract work.

**11-6 Madison Standard Saddled Inlet Type II, Item SPV.0090.612**

**A Description**

This special provision describes the installation of saddled Inlets Type II at locations as indicated on the plans. The casting is not included in this item.

**B Materials**

Follow City of Madison Standard Detail Drainage 5.7.9.

### **C Construction**

Follow City of Madison Standard Detail Drainage 5.7.9.

### **D Measurement**

City of Madison will measure Saddled Inlet Type II as each individual saddled inlet Type II as provided on the plans, acceptably completed.

### **E Payment**

City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.612	Madison Standard Saddled Inlet Type II	EACH

Payment includes all equipment, labor and materials necessary to complete this item as specified.

## **12. Signing and Marking.**

### **12-1 General.**

Prior to placement of permanent signing and pavement markings, coordinate with the City of Madison.

Contact Madison Metro Transit a minimum of 1 week prior to arrange for bus stop sign pickup. The contact is Katie Sellner (608) 261-9633 or [ksellner@cityofmadison.com](mailto:ksellner@cityofmadison.com). Bus stop sign salvage is paid for as Item 608.2602 Removing Signs Type II.

### **12-2 Pavement Marking Epoxy, Continental Crosswalk, 18-Inch, Item SPV.0090.101; Pavement Marking Epoxy, Stop Line, 24-inch, Item SPV.0090.102.**

#### **A Description**

This special provision describes providing Continental Crosswalk, 18-inch and Stop Line, 24-inch.

#### **B Materials**

Furnish pavement marking products in compliance with WisDOT standard spec 646.2 and as shown in the plans.

#### **C Construction**

Prepare the surface and apply markings in compliance with WisDOT standard spec 646.3 and as shown in the plans.

#### **D Measurement**

City of Madison will measure Continental Crosswalks and Stop Lines by the linear foot, acceptably completed.

#### **E Payment**

City of Madison will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.101	Pavement Marking Epoxy, Continental Crosswalk, 18-Inch	LF
SPV.0090.102	Pavement Marking Epoxy, Stop Line, 24-inch	LF

Payment is full compensation for all materials, labor and incidentals for providing the marking, in accordance with the drawings and as set forth in these specifications.

## **13. Street Lighting & Traffic Signals**

### **13-1 General Requirements Lighting work.**

Unless otherwise indicated, State Specifications in this section shall be in reference to the State of Wisconsin Department of Transportation, Division of Highways, "Standard Specifications for Highway and Structure Construction", Latest Edition, including Supplemental Specifications.



Lighting items for above ground equipment and hardware, equipment and materials furnished under each of the various bid items shall be exactly the same manufacturer, model, part, and style for every installation in this contract.

Contact City of Madison prior to starting street lighting construction.

City of Madison Contact – Jerry Schippa 608-267-1969

City of Madison lighting systems shall remain operational during construction unless otherwise noted.

**13-2 Notice to Contractor – Traffic Signal Equipment Lead Time.**

Lead time for traffic signal equipment specified for this project has been ranging from 12-weeks to 18-weeks. Order equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

**13-3 Notice to Contractor – City of Madison Furnished Equipment.**

Coordinate with Ed Smith 608-266-9034 for picking of City of Madison furnished signal and lighting equipment. Contact Ed Smith to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Driver must contact Ed Smith at least 1 hour prior to arrival with exact time of arrival as building is vacant and we will need to meet for entry and unloading. Pick up hours are 8am to 3pm Central Time.

**13-4 Install Conduit Into Existing Item, Item 652.0700.S.**

**A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

**B Materials**

Use Nonmetallic Conduit 2-Inch and Conduit 3-Inch Special, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

**C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

**D Measurement**

The City of Madison will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

**13-5 Install Electrical Pull Box, Type I, Item SPV.0060.201; Install Electrical Pull Box, Type III, Item SPV.0060.202; Item SPV.0060.203; Install Electrical Pull Box, Type VII, Item SPV.0060.246; Install Electrical Pull Box, Type X, Item SPV.0060.268.**

**A Description**

The work consists of transporting and installing electrical pull boxes in accordance to section 653 of the standard specifications, the plan details, and as hereinafter provided.

### **B Materials**

Obtain electrical pull box from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

### **C Construction**

Install Electrical Pull Box (Type) in accordance to the pertinent provisions of section 653.3 of the standard specifications and the plan details.

### **D Measurement**

The City of Madison will measure Install Electrical Pull Box (Type), by each unit, acceptably completed.

### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Install Electrical Pull Box Type I	EACH
SPV.0060.202	Install Electrical Pull Box Type III	EACH
SPV.0060.246	Install Electrical Pull Box Type VII	EACH
SPV.0060.268	Install Electrical Pull Box Type X	EACH

Payment is full compensation for transporting and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

## **13-6 Concrete Base Type G, Item SPV.0060.204; Concrete Base Type LB-3, Item SPV.0060.205; Concrete Base Type LB-8, Item SPV.0060.206; Concrete Base Type LB-SP, Item SPV.0060.245.**

### **A Description**

Construct concrete foundations, including furnishing and installing necessary hardware, as shown on the plans, according to the pertinent provisions of standard spec 654, and as hereinafter provided.

### **B Materials**

Furnish Grade A, A-WR, A-FA, or A-IP concrete masonry conforming to the requirements of standard spec 501. Conduit cast within the bases shall be Schedule 40 polyvinyl chloride (PVC) electrical conduit and shall conform to the requirements of standard spec 652.

Furnish anchor bolts for Type G bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 3 inches or more of thread at the top end. The bolts, washers and nuts shall be galvanized.

Furnish anchor bolts for LB-3, LB-8 and Offset bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized.

Furnish anchor bolts for LB-SP and Offset bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized.

Furnish 1 1/4-inch x 48-inch bolts for the LB-8 bases, including a 4-inch L-bend at the bottom. Furnish 1-inch x 40-inch bolts for the LB-3 bases, including a 4-Inch L-bend at the bottom. Furnish 3/4 inch x 19 inch bolts for the Type G bases.

Conform bar steel reinforcement to the requirements of standard spec 505.

### **C Construction**

Place the bases with one side parallel to the centerline of the street.

Forms shall be of sufficient depth to provide a minimum of 12 inches of formed base below the finished grade on the low side of the base. The top surface of the base shall be level with a 3/4-inch bevel on the edges and shall be given a rubbed finish.

Cast anchor bolts into the base as shown on the plans. Verify the bolt circle diameters before constructing the bases.

Furnish and install manufactured elbows in all bases, except as noted on the details. Install elbows to permit installation of conduit in as nearly straight-line runs as possible without unnecessary bends. Bases not installed to this standard will not be accepted.

Extend existing conduit into the bases. Elbows shall conform to the requirements of the type of conduit entering the base. Install an extra elbow in each base at the end of a run as directed by the engineer. Install extra elbows in any base as directed by the engineer.

Do not erect poles on the concrete bases until the bases have cured for at least seven days. All concrete bases require a rubbed finish down to finished grade.

#### **D Measurement**

The City of Madison will measure Concrete Base (Type) by each unit, acceptably completed.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.204	Concrete Base Type G	EACH
SPV.0060.205	Concrete Base Type LB-3	EACH
SPV.0060.206	Concrete Base Type LB-8	EACH
SPV.0060.245	Concrete Bases Type LB-SP	EACH

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; bar steel reinforcement, and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand-digging as required, backfill, and disposal of surplus materials.

### **13-7 Install Traffic Signal Heads 12-Inch, 3-Section, Item SPV.0060.220; Install Traffic Signal Heads 16-Inch, Pedestrian with Countdown, Item SPV.0060.224.**

#### **A Description**

This special provision describes transporting and installing vehicle and pedestrian signals with LED indications according to the standard specifications and these special provisions.

#### **B Materials**

Obtain traffic signal head equipment from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

#### **C Construction**

Construct according to standard spec 658 including assembly of traffic signal head equipment.

#### **D Measurement**

The City of Madison will measure Install Traffic Signal Heads (Description) by each individual unit, acceptably completed.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.220	Install Traffic Signal Heads 12-Inch, 3-Section	EACH
SPV.0060.224	Install Traffic Signal Heads 16-Inch, Pedestrian with Countdown	EACH

Payment is full compensation for transporting, assembly, and installing a complete and functioning assembly.

**13-8 Install Backplates Signal Face, 3-Section 12-Inch, Item SPV.0060.225.****A Description**

This special provision describes transporting and installing backplates for signal faces.

**B Materials**

Obtain backplates from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

**C Construction**

Install the backplates according to standard spec 658.3, the manufacturer's instructions, and as shown on the plans.

**D Measurement**

The City of Madison will measure Install Backplates Signal Face, 3-Section 12-Inch by each individual unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.225	Install Backplates Signal Face 3-Section 12-Inch	EACH

Payment is full compensation for transporting and installing all materials.

**13-9 Install Lighting Assembly Type III, SPV.0060.242.****A Description**

This special provision describes transporting and installing a lighting assembly type III that includes decorative luminaire fixture, decorative shroud, and decorative luminaire arm including finial.

**B Materials**

The City of Madison will furnish decorative luminaire fixture, decorative shroud, and decorative luminaire arm with finial.

Obtain lighting assembly equipment from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

Note this item does not include the light pole.

**C Construction**

Construct in accordance to the applicable portions of standard spec 659 and the manufacturer's instructions.

**D Measurement**

The City of Madison will measure Install Lighting Assembly Type III by each unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.242	Install Lighting Assembly Type III	EACH

Payment is full compensation for transporting and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install luminaire fixture, shroud, and luminaire arm with finial.

**13-10 Removing Street Lighting Assembly, SPV.0060.243.****A Description**

This special provision describes removing existing street light pole assemblies and electrical wire, in accordance to the pertinent provisions of section 204 of the standard specifications and as hereinafter provided.

**B Materials (Vacant)**

**C Construction**

Arrange for the de-energizing of the lighting system with the local utility after receiving approval from the engineer that the existing light pole assembly can be removed.

Notify Chad Veinot of City of Madison at (608) 267-1960 at least three working days prior to the removal of the lighting assembly. Complete this work immediately following shut down of equipment.

Remove light pole, luminaire arm, luminaire, electrical wire within pole where noted in the plans. Dispose of all material outside the department right of way. Removing concrete bases will be paid for under a separate bid item.

**D Measurement**

The City of Madison will measure Removing Street Light Assembly by each unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.243	Removing Street Lighting Assembly	EACH

Payment is full compensation for removing light pole assembly, disassembling, scrapping materials, disposing of scrap material and cabling/wiring.

**13-11 Install Lighting Assembly Type III Pole, SPV.0060.244.**

**A Description**

This special provision describes transporting and installing lighting assembly type III decorative pole.

**B Materials**

Obtain light pole from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

**C Construction**

Construct in accordance to the applicable portions of standard spec 659 and the manufacturer's instructions.

**D Measurement**

The City of Madison will measure Install Lighting Assembly Type III Pole by each unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.244	Install Lighting Assembly Type III Pole	EACH

Payment is full compensation for transporting and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install light pole.

**13-12 Install Pole 20-Foot 7 Gauge (Green), Item SPV.0060.247; Install Pole 30-Foot 7 Gauge Single Mount (Green), Item SPV.0060.248.**

**A Description**

This special provision describes transporting and installing poles and arms according to standard spec 657, the details shown on the plans, and these special provisions.

**B Materials**

Obtain poles from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

### C Construction

Set and plumb metal poles with the use of leveling nuts furnished with the anchor bolts. Level luminaires after erecting and leveling the metal standards with bracket arms. The proper leveling method may be obtained from the manufacturer's instruction manual. Torque nuts on anchor and transformer bolts to 175-200 foot pounds or as directed by the engineer. Provide rust, corrosion, and snit-seize protection at all threaded assemblies by coating and mating surfaces with Markal (hightemp – E-Z Break), Never-Seez (Marine Grade), LPS 100, Lubriplate, or approved equal.

Attach the stranded copper ground wire that is installed as a part of the base construction with an approved connector (Fargo GC 202 or approved equal) to a ground nut locate inside the pole opposite the handhole.

When transformer bases are not installed, trowel grout between the pole and concrete base and finished at an angle from the edge of the pole base to the outer edge of the foundation. Leave a ½ inch slot for drainage through the grouting on the street side at the top of the concrete base.

Cut the poles to modified lengths at the plan locations to meet OSHA clearance requirements at overhead transmission lines.

### D Measurement

The City of Madison will measure Install Pole (description) as each individual unit, acceptably completed.

### E Payment

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.247	Install Pole 20-Foot, 7 Gauge (Green)	EACH
SPV.0060.248	Install Pole 30-Foot, 7 Gauge Single Mount (Green)	EACH

Payment is full compensation for transporting and installing according to standard spec 657.5. and for cutting poles to lengths less than 30 feet.

## 13-13 Install Traffic Signal Standards Aluminum 13-FT (Green), Item SPV.0060.249.

### A Description

This special provision describes transporting and installing standards and all necessary miscellaneous hardware needed to complete the installation of the standards as shown on the plans, in the standard specifications, and as hereinafter provided.

### B Materials

Obtain standards from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

### C Construction

Install per manufacturer's instructions and in accordance to spec 657.3.

### D Measurement

The City of Madison will measure Install Traffic Signal Standards Aluminum (length) by each individual unit, acceptably completed.

### E Payment

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.249	Traffic Signal Standards Aluminum 13-FT (Green)	EACH

Payment is full compensation for furnishing and installing the traffic signal standards.

**13-14 Install Traffic Signal Trombone Arm 20-Foot (Green), Item SPV.0060.253; Install Traffic Signal Trombone Arm 25-Foot (Green), Item SPV.0060.255; Install Traffic Signal Trombone Arm 12-Foot, Item SPV.0060.270.**

**A Description**

This special provision describes transporting and installing trombone mast arms and all necessary miscellaneous hardware needed to complete the installation of the trombone mast arm as shown on the plans, in the standard specifications, and as hereinafter provided.

**B Materials**

Obtain trombone arms from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

**C Construction**

Install per manufacturer's instructions and in accordance to spec 657.3.

**D Measurement**

The City of Madison will measure Install Traffic Signal Trombone Arm Aluminum (length) by each individual unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.253	Install Traffic Signal Trombone Arm 20-Foot (Green)	EACH
SPV.0060.255	Install Traffic Signal Trombone Arm 25-Foot (Green)	EACH
SPV.0060.270	Install Traffic Signal Trombone Arm 12-Foot (Green)	EACH

Payment is full compensation transporting and installing all materials including all hardware, fittings, mounting clamps, shims and attachments necessary to completely install the mast arms.

**13-15 Install Pedestal Bases (Green), Item SPV.0060.256; Install Transformer Bases Breakaway 11 1/2-Inch Bolt Circle (Green), Item SPV.0060.257.**

**A Description**

This special provision describes transporting and installing bases and all necessary miscellaneous hardware needed to complete the installation of the bases as shown on the plans, in the standard specifications, and as hereinafter provided.

**B Materials**

Obtain bases from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

**C Construction**

Install per manufacturer's instructions and in accordance to spec 657.3.

**D Measurement**

The City of Madison will measure Install Pedestal Bases (Green) by each individual unit, acceptably completed.

The City of Madison will measure Install Transformer Bases Breakaway 11 1/2-Inch Bolt Circle (Green) by each individual unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.256	Install Pedestal Bases (Green)	EACH
SPV.0060.257	Install Transformer Bases Breakaway 11 1/2-Inch Bolt Circle (Green)	EACH

Payment is full compensation for furnishing and installing all materials including the base, grounding lugs and related mounting hardware; for leveling shims; for corrosion prevention; and for disposal of surplus materials.

### 13-16 Salvage and Reinstall EVP Detector, Item SPV.0060.260.

#### A Description

This work consists of salvaging and reinstalling an EVP detector at the locations shown on the plans.

#### B Materials

Furnish the manufacturer-required cable for the reinstallation of the EVP detector.

#### C Construction

Notify Chad Veinot at least five working days prior to the scheduled salvage and reinstallation of EVP detector and all subsequent changes in operation. Install the EVP detector per plan. Contractor will install microwave detection equipment in the traffic signal control cabinet.

EVP detector programming will be performed by City of Madison. Notify Chad Veinot of City of Madison at (608) 267-1960 upon completion of the installation of the EVP detector.

#### D Measurement

The City of Madison will measure Salvage and Reinstall EVP Detector by each unit, acceptably completed.

#### E Payment

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.260	Salvage and Reinstall EVP Detector	EACH

Contract unit price for salvage and reinstall EVP detector, shall be full compensation for furnishing all labor, equipment, supervision, salvaging and reinstalling EVP detector, furnishing cable, installation, touchup painting, cleanup, and all else necessary to install EVP detection where indicated.

### 13-17 Salvage and Reinstall Gridsmart Detection Camera Item SPV.0060.262.

#### A Description

This work consists of salvaging and reinstalling a Gridsmart Detection Camera at the locations shown on the plans.

#### B Materials

Furnish the manufacturer-required cable for the reinstallation of the video detection camera.

#### C Construction

Notify Chad Veinot at least five working days prior to the scheduled salvage and reinstallation of Gridsmart detection camera and all subsequent changes in operation. Install the Gridsmart detection camera per plan. Contractor will install Gridsmart detection camera in the traffic signal control cabinet.

Vehicle detection programming will be performed by City of Madison. Notify Chad Veinot of City of Madison at (608) 267-1960 upon completion of the installation of the video detection camera

#### D Measurement

The City of Madison will measure Salvage and Reinstall Gridsmart Detection Camera by each unit, acceptably completed.

#### E Payment

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:



ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.262	Salvage and Reinstall Gridsmart Detection Camera	EACH

Contract unit price for salvage and reinstall Gridsmart detection camera, shall be full compensation for furnishing all labor, equipment, supervision, salvaging and reinstalling Gridsmart detection camera, furnishing cable, installation, touchup painting, cleanup, and all else necessary to install Gridsmart detection camera where indicated.

### **13-18 Salvage and Reinstall Pedestrian Push Button, Item SPV.0060.269.**

#### **A Description**

This work consists of removing, storing, and protecting existing traffic signal face and installing it on new traffic signal standard in accordance with the plans and as hereinafter provided.

#### **B Materials**

#### **C Construction**

Perform all work in accordance with standard specs 651 and 658.

Disconnect the wiring, remove push button and all hardware, and install it on proposed traffic signal pole. If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as directed by the engineer. Protect from theft and damage.

Replace any equipment damaged in the storage or relocating process with equipment that is of greater or equal quality than the damaged piece.

Reinstall pedestrian push button on the new traffic signal pole. Connect the wire and splices in the pedestal/transformer bases. Traffic signal cable from the base to the traffic signal face will be paid for under a separate bid item.

#### **D Measurement**

The City of Madison will measure Salvage and Reinstall Pedestrian Push Button by each unit, acceptably completed.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.269	Salvage and Reinstall Pedestrian Push Button	EACH

Payment is full compensation for removing, storing, and reinstalling push buttons, furnishing and installing materials including; conduit and fittings and any additional required mounting hardware; for disposal of surplus materials, drilling holes, storing and protecting equipment, and for making all connections; and for corresponding with the owner.

### **13-19 Electrical Wire Lighting 14-3 UF Grounded, Item SPV.0090.202.**

#### **A Description**

This special provision describes furnishing and installing electrical wire lighting, 14-3 type UF cable according to standard spec 655 and these specifications.

#### **B Materials**

Furnish type UF cable with ground including the number and size of conductors as the plans show. Use cable conforming to ANSI/UL 493.

#### **C Construction**

Furnish and install one cable to each LED luminaire from base of pole to the luminaire.

#### **D Measurement**

The City of Madison will measure Electrical Wire Lighting 14-3 UF Grounded by the linear foot, acceptably completed, measured from the splice with the system lighting circuit in the pole base to the connection terminals in the luminaire.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.202	Electrical Wire Lighting 14-3 UF Grounded	LF

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

**13-20 Conduit HDPE Directional Bore 1-Duct 3-Inch, Item SPV.0090.204.****A Description**

Furnish and install conduit HDPE Directional Bore 1-Duct, 3-Inch.

**B Materials**

Furnish conduit according to standard spec 671.

**C Construction**

Construct according to standard spec 671.

**D Measurement**

The City of Madison will measure the Conduit HDPE Directional Bore 1-Duct 3-Inch bid items by the linear foot acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.204	Conduit HDPE Directional Bore 1-Duct 3-Inch	LF

Payment for Conduit HDPE Directional Bore bid items is full compensation for providing, hauling, and installing materials including conduit, fittings, couplers, and bends; for pull wires or ropes; for expansion fittings and caps; for excavating, bedding, backfilling, and restoration of ground to original condition including sand, concrete, or other required materials; and for making inspections.

**13-21 Furnish and Install Fiber Optic Cable Outdoor Plant 288-CT, Item SPV.0090.208.****A Description**

Furnish and install 288 strand fiber optic cable through non-metallic duct.

**B Materials**

Furnish 288 strand OS2 (ITU-T G.652D compliant) singlemode Loose Tube, single jacket, single armor.

**C Construction**

Conform to Section 678.3.1 of the standard specs. Contractor to make fiber splice as noted on the plans at Livingston Street. Test Fiber Optic Connections in accordance with Section 678.3.4 of the standard specs.

**D Measurement**

The City of Madison will measure the Furnish and Install Fiber Optic Cable Outdoor Plant 288-CT bid items by the linear foot acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.208	Furnish and Install Fiber Optic Cable Outdoor Plan 288-CT	LF

Payment is full compensation for installing, transporting, testing cabling and splicing.

**13-22 Temporary Traffic Signal (Livingston), Item SPV.0105.226; Temporary Traffic Signal (Fourth Early Works), Item SPV.0105.228.**

## **A Description**

This special provision describes installing temporary traffic signals for intersections, using overhead electrical wiring to temporary traffic signal poles and temporary supports, and providing non-intrusive vehicle detection according to standard spec 661 and as amended herein. This special covers temporary lighting at the intersection including overhead conductors, arms, luminaires, supplying wood poles, maintaining wood poles, and removing wood poles.

## **B Materials**

Furnish and use materials that are according to standard spec 661.2 and as amended herein.

### **B.1 Signal Poles and Signal Faces**

Furnish new or used poles and traffic signal standards for use in temporary signals conforming to the pertinent requirements of standard spec 657 and 661. Furnish signal faces according to standard spec 661.2.2.2.

### **B.2 Signal Cabinet**

Furnish new or equivalent to new materials as specified in standard spec 661.2 and as follows:

#### **B.2.1 Controller**

Furnish a new or equivalent to new Econolite Cobalt TS2 Type-1 controller with Telemetry Module. The controller shall be compatible with the City of Madison closed loop system (CLS).

#### **B.2.2 Conflict Monitor**

Furnish a new or equivalent to new NEMA+ 12-Channel Signal Conflict Monitor, with LCD display, and an Ejector Tab card release on side of card.

Provide keys to the temporary signal control cabinet to the City of Madison in addition to other required keys according to standard spec 661.2.1.

### **B.3 Luminaires**

Furnish luminaire arms and luminaries conforming to the pertinent requirements of standard spec 657 and 659. The luminaries shall be 160-watt, full cutoff, LED and shall be furnished with photo electric cells to turn the luminaire on and off.

### **B.4 Vehicle Detection Hardware, Cable and Equipment**

The contractor, with prior approval of the engineer and the City of Madison, shall select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to, temporary inductive loops, microwave detection, or video detection. Detection technology shall provide for true presence detection.

Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

## **C Construction**

### **C.1 General**

Construct temporary signal systems according to section 661.3 of the standard specifications and as hereinafter provided. Replace standard spec 661.3.1(2) with the following:

Request a signal inspection of the complete temporary traffic signal installation. Make this request to the engineer at least 5 working days before the requested inspection. The City of Madison traffic signal personnel will perform the traffic signal inspection.

Arrange for monthly inspections with the engineer to review the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway as provided in the plans. Make all height adjustments within 24-hours of an inspection. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each monthly inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer.

Inspections can be more frequent than monthly as directed by the engineer.

The City of Madison will load the timing programs into the controller. Do not use new permanent signal conduit for temporary signal wiring. Provide horizontal and vertical clearance between sidewalks and guy wires.

Arrange for all required electrical service modifications with the utility. Pay all utility company installation costs for modifications required to maintain the Temporary Traffic Signal.

Locate and avoid all underground and aboveground utilities and structures. Install temporary supports as required to avoid conflicts with proposed curb and gutter, sidewalk, and traffic signal poles. The engineer will approve the final location of wood poles prior to installation.

Use of self-supporting poles will likely be required due to limited right-of-way limitations and depending on contractor operations.

Maintain temporary signals throughout the construction of the project, until such time that the new signals are operational and have been accepted by and turned over to the city.

This item includes multiple configurations and re-installations of the temporary traffic signal. Allow for additional equipment on site to maintain temporary signal operations at all times during construction.

## **C.2 Signal Heads**

Install signal heads for the same vehicle travel direction at a minimum of 11 feet from each other. Move signal heads as necessary or as directed by the engineer.

## **C.3 Cabinet**

Require a representative from the cabinet supplier on-site at the time of the turn on. Install equipment in the cabinet as follows:

### **C.3.1 Controller**

Install the controller and ensure that it is operational as part of the City of Madison closed loop system.

## **C.4 Luminaires**

Install luminaire arms and luminaires conforming to the pertinent requirements of standard spec 657 and 659.

## **C.5 Pre-emption Hardware, Cable, and Equipment**

Install detector cards, sensors, cables, and all required ancillary equipment, appurtenances and mounting hardware at the temporary signals to provide a fully functioning pre-emption system. Arrange testing of the pre-emption system with Chad Veinot of the City of Madison at (608) 267-1960, before turn-on of the temporary signal.

## **C.6 Vehicle Detection Hardware, Cable and Equipment**

Install detector cards, sensors, cables and all required ancillary equipment, appurtenances and mounting hardware at the temporary signals to provide a fully functioning vehicle detection system for all approaches. The desired vehicle detection zones and temporary signal phasing are shown on the plans.

Arrange testing of the temporary detection system with Chad Veinot of City of Madison at (608) 267-1960, before turn-on of the temporary signal.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, requested by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work. Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

If repairs or adjustments to restore vehicle detection to full function are not made the same day as notification, the associated pay item shall be reduced by the following amounts:

- a) First instance: No deduct if repaired within 24 hours
- b) Each subsequent instance: 5% deduct for each day or partial day of non-compliance.

## **C.7 Maintenance**

When a signal installation or signal head is not in operation, hood, turn, or take down the signal head(s) to clearly indicate that the signal is not in operation. (See MUTCD 4D-1).

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustment the same day as notification.

### **C.8 Contractor Qualifications**

Demonstrate the ability to operate all required traffic signal equipment listed in this special provision for the engineer and the City of Madison prior to starting work. Provide proof of the ability to obtain all required traffic signal equipment listed in this special provision to the engineer and the City of Madison prior to starting work.

### **D Measurement**

The City of Madison will measure Temporary Traffic Signals (Location), completed according to the contract and accepted, as each unit of work, and according to standard spec 661.4.

### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.226	Temporary Traffic Signal (Livingston)	LS
SPV.0105.228	Temporary Traffic Signal (Fourth Early Works)	LS

Payment is full compensation according to standard spec 661.5.

## **13-23 Removing Traffic Signals (Livingston), Item SPV.0105.227; Removing Traffic Signals (Fourth Early Works), Item SPV.0105.229.**

### **A Description**

This special provision describes removing existing traffic signal equipment at the intersection in accordance to the pertinent provisions of section 204 of the standard specifications and as hereinafter provided. Specific removal items are noted in the plans.

### **B Materials (Vacant)**

### **C Construction**

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals and lighting can be removed.

Notify Chad Veinot with the City of Madison at (608) 267-1960 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

Remove and dispose all standards and poles per plan, and remove transformer bases, cabling/wiring, pedestal bases, signal heads, arms, electrical meter breaker pedestals, loop detector wire and lead, etc.

### **D Measurement**

The City will measure Removing Traffic Signals (Location) as a single lump sum unit of work, completed in accordance to the contract and accepted.

### **E Payment**

The City of Madison will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.227	Removing Traffic Signals (Livingston)	LS
SPV.0105.229	Removing Traffic Signals (Fourth Early Works)	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, and for delivering the salvaged materials to the City of Madison.

## **13-24 Salvage and Reinstall Monotubes, Item SPV.0105.230.**

### **A Description**

This special provision describes removing, storing and protecting existing monotubes equipment and installing it on a new concrete base in accordance with the drawings and as hereinafter provided.

### **B Materials (Vacant)**

**C Construction**

Arrange for de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify Chad Veinot of the City of Madison at (608) 267-1960 at least one week prior to the removal of the traffic signals. Complete the removal work as soon as possible following the shut down of this equipment. Arrange a meeting to document the existing condition of all materials that will be affected by construction activities.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the signal heads, monotube arms, wiring/cable, and traffic signal mounting devices from each arm or pole. Access handhole doors and hardware should remain intact. Remove concrete footings as indicated in the drawings. Dispose of the underground signal cable, internal wires, and street lighting cable.

Replace any equipment damaged in the storage or relocating process with equipment that is of greater or equal quality than the damaged piece.

Reinstall traffic signal equipment, including traffic signal heads on the new concrete base. If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as requested by the engineer. Protect from theft and damage. Traffic signal cable to the new concrete base will be paid for under a separate bid item.

**D Measurement**

The City of Madison will measure Salvage and Reinstall Monotubes as a single lump sum unit of work, completed in accordance to the contract and accepted.

**E Payment**

The City of Madison will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.230	Salvage and Reinstall Monotubes	LS

Payment is full compensation for removing, storing, protecting, and reinstalling signal pole and traffic signal heads; for furnishing and installing materials including conduit, fittings, and any additional required mounting hardware; for making all connections; and for disposal of surplus materials.

**13-25 Salvage and Reinstall Bus Signal, Item SPV.0105.251.****A Description**

This special provision describes removing, storing and protecting existing bus signal head equipment and installing it on a new mast arm in accordance with the drawings and as hereinafter provided.

**B Materials (Vacant)****C Construction**

Arrange for de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify Chad Veinot of the City of Madison at (608) 267-1960 at least one week prior to the removal of the traffic signals. Complete the removal work as soon as possible following the shut down of this equipment. Arrange a meeting to document the existing condition of all materials that will be affected by construction activities.

Remove all bus signal heads, wiring/cable, and traffic signal mounting devices from each arm or pole. Hardware should remain intact. Dispose of the underground signal cable and internal wires.

Replace any equipment damaged in the storage or relocating process with equipment that is of greater or equal quality than the damaged piece.

Reinstall traffic signal equipment, including traffic signal heads on the new trombone arm. If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as requested by the engineer. Protect from theft and damage.

**D Measurement**

The City of Madison will measure Salvage and Reinstall Bus Signal as a single lump sum unit of work, completed in accordance to the contract and accepted.

### **E Payment**

The City of Madison will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.251	Salvage and Reinstall Bus Signal	LS

Payment is full compensation for removing, storing, protecting, and reinstalling bus traffic signal heads; for furnishing and installing materials including conduit, fittings, and any additional required mounting hardware; for making all connections; and for disposal of surplus materials.

## **13-26 Temporary Street Lighting Early Works, Item SPV.0105.257.**

### **A Description**

This special provision describes providing a temporary lighting system at all the locations specified in the plans. Provide all labor, material, and equipment necessary to furnish, install, maintain, and remove the temporary lighting system.

### **B Materials**

Provide all necessary materials required to install a complete and operational temporary lighting systems consisting of any combination of the following new or existing lighting equipment: wood poles, luminaires, luminaire arms, overhead cable, risers, guy wires, conduit, pull boxes, direct buried concrete poles, decorative lighting assemblies, and all necessary equipment and connections.

Furnish Wood Poles Class 4 and guy wires conforming to standard spec 661. Furnish and install guy wires and support cables at all wood poles that have aerial power cables.

Furnish all lighting equipment as shown on the plan and plan details from WisDOT's approved products list and conforming to 657.2 and 659.2 of the standard specifications.

Provide overhead service conductor assembly, including a messenger cable, insulated conductor wires, ground wires, a jacket, and conductor lashing as shown in the plan details. Provide a messenger wire consisting of:

1. Seven strands of extra high strength (EHS) grade, galvanized (zinc coating weight per ASTM A 90) steel wire
2. 3/8 inch nominal diameter
3. Minimum strand break load 26,900 lbf
4. Critical tension 25,000 lb
5. Meets or exceeds ASTM A 475 and ASTM A 363 standards

Provide annealed (soft) copper, type SE, 600 volt, conductor wires and ground wires, of the size noted in the plans. Provide sunlight resistant Type XHHW-2 insulation for the conductor wires. Provide wires in a jacket of sunlight resistant gray polyvinyl chloride.

Provide stainless steel tie straps for lashing the conductor assembly.

Provide materials at each station listed below and as shown in the plans and as specified herein.

- E Washington Avenue & N Livingston St
- E Washington Avenue & N 4<sup>th</sup> St

### **C Construction**

The temporary lighting units at the BRT locations identified in the plans shall remain operational every night for the duration of the project as long as the roadway and sidewalk affected by the temporary lighting are in use. Overnight outages are not permitted.

Temporary lighting shall provide lighting levels equal to or exceeding the existing lighting levels and quality by using the same luminaire quantity and type as existing until the new lighting system is energized.

Install wood poles, guy, span, and messenger wire, and mountain hardware conforming to standard spec 661.3. Install all hardware as represented on the plans and all grounding components per National Electric Code.

Install lighting equipment as shown on plans and in the plan details conforming to 657.3 and 659.3 of the standard specifications.

Assemble and install the conductor assembly as shown in the plans and in the plan details. Maintain overhead clearances, including wire sag, as shown on the plans. Install wires in conduit on poles and make connections. Verify the span height throughout the project duration.

Arrange for all required electrical service modifications with the utility.

Request a lighting inspection of the complete temporary lighting system installation. Make request to the construction management team at least 5 working days before requested inspection.

Provide contact information for the city and police department for repair purposes and be able to respond within 2 hours to the project site for a knockdown. All other maintenance needs shall be completed within 24 hours of notification.

Cable splicing and luminaire fusing shall be submitted for approval.

Determine the exact location of existing conduit runs and pull boxes before using equipment that may damage such facilities or interfere with existing system operations. Existing lighting installations to be removed may need to be kept in operation to provide temporary lighting until proposed lighting system is installed and operational.

All circuits outside of the project scope shall stay energized without interruption. If damage is caused by contractor's operations, damaged facilities shall be repaired or replaced promptly at no additional compensation.

After the permanent lighting system has been installed, energized, and approved for each station, remove completely all temporary lighting equipment used for temporary lighting.

#### **D Measurement**

The City of Madison will measure Temporary Street Lighting Early Works as a single lump sum unit of work acceptably completed.

#### **E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.257	Temporary Street Lighting Early Works	LS

Payment is full compensation for furnishing, installing, operating, maintaining, and removing the temporary lighting system and for backfilling and restoring the site to match surroundings. Grounding components, guy wires, support cables, and rigid metallic conduit are incidental to this item. Payment also includes all utility charges for installation and disconnection through project completion.

### **13-27 Install Signal Mounting Hardware (Livingston), Item SPV.0105.259; Install Signal Mounting Hardware (Fourth Early Works), Item SPV.0105.260.**

#### **A Description**

This special provision describes transporting and installing signal mounting hardware per intersection.

#### **B Materials**

Obtain signal mounting hardware from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

#### **C Construction**

Install the signal mounting hardware according to standard spec 658.3, the manufacturer's instructions, and as shown on the plans.

#### **D Measurement**



The City of Madison will measure Install Signal Mounting Hardware (Location) as a single lump sum unit of work acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.259	Install Signal Mounting Hardware (Livingston)	LS
SPV.0105.260	Install Signal Mounting Hardware (Fourth Early Works)	LS

Payment is full compensation for transporting and installing all materials.

**14. Landscaping.**

**14-1 Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in the standard spec 632.3.19.1, the City of Madison will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The City of Madison will assess these damages for each day the requirements of the care cycle remain incomplete, except when the Project Management Team extends the required time period.

stp-632-005 (20070510)

*Add the following to standard spec 632.3.19.1(7):*

Follow safe usage, application rates, and application methods per product specifications. Take precautions to avoid pesticide contamination on flowering plants near treatment areas. Alert the construction management team 48 hours prior to applying pesticide.

**14-2 Tree Protection, Item SPV.0060.501.**

**A Description**

This special provision describes the protection of trees at locations as indicated on the plans. All tree protection shall be coordinated with City Forester, including inspection of tree protection measures.

**B Materials**

*Add the following to City of Madison standard spec 107.13:*

Use orange construction type fencing that is 4-foot in height with steel supporting posts 8-foot to 10-foot on center for tree protection fencing. Furnish all other material necessary to erect the fencing.

**C Construction**

Follow City of Madison standard spec 107.13.

**D Measurement**

The City of Madison will measure Tree Protection as each individual Tree Protection, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.501	Tree Protection	EACH

Payment includes all equipment, labor and materials necessary to complete this item as specified.

**14-3 Tree Grates, Item SPV.0060.502.**

**A Description**

The special provision describes providing all labor, materials and equipment required to furnish and install cast iron tree grates and their frames as shown on City of Madison standard detail drawing 3.15. All tree grates installation shall be coordinate with City Forester.

**B Materials**

APPENDIX C

Tree grates shall be cast iron per ASTM A48 class 35B or better. Standard finish is raw cast grey iron. Tree grate shall be ADA compliant, provide with angle frame and rebar. Casting shall be:

R-8815-A (4' x 8' rectangle)

Approved product shall be from Neenah Foundry Co. P.O. Box 729, 2121 Brooks Ave. Neenah, WI 54957, 920-725-7000, or Approved equal.

**C Construction**

Follow City of Madison standard spec 303.2(o).

**D Measurement**

The City of Madison will measure Tree Grates by each unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.502	Tree Grates	EACH

Payment includes all equipment, labor and materials necessary to complete this item as specified.



Department of Public Works  
**Engineering Division**  
Kathy Cryan, Interim Engineering Manager

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

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

**Principal Architect 2**  
Bryan Cooper, AIA

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Chris Petykowski, P.E.  
Janet Schmidt, P.E.

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

**Financial Manager**  
Steven B. Danner-Rivers

September 13, 2022

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 8691

EAST-WEST BUS RAPID TRANSIT EARLY WORKS

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:**

**REVISE:** ARTICLE 2-1      PROSECUTION AND PROGRESS, PARAGRAPH 11 AS FOLLOWS

If The Contractor fails to complete work, prior to **11:59 PM, May 5th, 2023**, The City of Madison will assess the contractor \$2,000 in liquidated damages. If the work remains incomplete at **12:01 AM, May 6th, 2023**, The City of Madison will assess The Contractor \$2,000 in liquidated damages for each day that requirements are not met after **12:01 AM, May 6th, 2023**. Additional interim liquidated damages will be assessed under administrative item Failing to Open Road to Traffic.

**REVISE:** ARTICLE 6      UTILITIES, (*ARTICLE 6-1 THROUGH 6-3 TO REMAIN*) AS FOLLOWS

This contract does not come under the provision of Administrative Rule Trans 220.

stp-107-0066 (20080501)

There are underground and overhead utility facilities located within the construction limits of the project. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the construction management team, when it becomes evident that a utility conflict could occur.

The following utility companies have facilities within the project area with proposed relocation:

**City of Madison – Communications.**

**Metropolitan Unified Fiber Network (MUFN) – Communications**

**SupraNet - Communications**

**Wisconsin Independent Network (WIN) - Communications**

Relocation work for City of Madison and MUFN fiber optic facilities is included in this Early Works project. SupraNet and WIN lease fibers in these lines.

### **AT&T Wisconsin – Communications**

AT&T Wisconsin has an existing 12' x 6' x 7' vault in the proposed south (EB) curb line of E. Washington Avenue at Few St. They will reconstruct the lid to put the manhole opening closer toward the roadway centerline.

### **Madison Gas and Electric (MGE) - Electric**

Prior to any construction work at Fourth Street, notify MGE one week prior to scheduled work to coordinate MGE assistance in determining work zone safety requirements based on contractor method of installation of signal poles next to live electric facilities.

Coordinate relocation of MGE manhole structure in NW corner of Livingston Street and East Washington Avenue. The existing manhole is in conflict with the new curb line and MGE will relocate the lid in the new roadway. Estimated time of relocation is 3 working days.

### **Madison Gas and Electric (MGE) - Gas**

Prior to any construction work where existing gas valves are located, notify MGE one week prior to scheduled work to coordinate MGE adjustment to existing gas valves.

The following utility companies have facilities within the project area with no relocation anticipated:

**ATC – Electricity Transmission**

**AT&T Legacy – Communications**

**Charter Communications**

**City of Madison Engineering – Electric, Signals, Lighting**

**City of Madison – Sewer**

**Everstream – Communications**

**Exenet Systems – Communications**

**Frontier Communications**

**Lumen – Communications**

**Madison Metropolitan Sewerage District – Sewer**

**MCI Communications**

**Midwest Fiber Networks – Communications**

**MOX Networks – Communications**

**ResTech Services – Communications**

**Rogers Telecom – Communications**

**Sprint – Communications**

**TDS Metrocom – Communications**

**TDS Telecom – Communications**

**US Signal – Communications**

**Wisconsin Dept of Administration, Div. of Enterprise Tech – Communications**

**Windstream – Communications**

**Wisconsin DOT ITS – Communications**

**REMOVE:** ARTICLE 13-15 INSTALL PEDESTAL BASES (GREEN), ITEM SPV.0060.256; INSTALL TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE (GREEN) ITEM SPV.0060.257.

**ADD:** ARTICLE 13-15 INSTALL PEDESTAL BASES (GREEN), ITEM SPV.0060.256.

### **A Description**

This special provision describes transporting and installing bases and all necessary miscellaneous hardware needed to complete the installation of the bases as shown on the plans, in the standard specifications, and as hereinafter provided.

**B Materials**

Obtain bases from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, minimum of three working days prior to picking the materials up. Furnish any hardware not provided by the City of Madison.

**C Construction**

Install per manufacturer's instructions and in accordance to spec 657.3.

**D Measurement**

The City of Madison will measure Install Pedestal Bases (Green) by each individual unit, acceptably completed.

**E Payment**

The City of Madison will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.256	Install Pedestal Bases (Green)	EACH

Payment is full compensation for furnishing and installing all materials including the base, grounding lugs and related mounting hardware; for leveling shims; for corrosion prevention; and for disposal of surplus materials.

**ADD: ARTICLE 10-5 CONSTRUCTION STAKING.**

Contractor shall verify existing match points prior to continuing with survey. In the event of existing match points are not the same as anticipated values, contractor shall notify the construction management team prior to continuing survey. Work through discrepancies prior to restarting the survey. This is incidental to the contract.

**REVISE: ARTICLE 13-22 TEMPORARY TRAFFIC SIGNAL (LIVINGSTON), ITEM SPV.0105.226; TEMPORARY TRAFFIC SIGNAL (FOURTH EARLY WORKS), ITEM SPV.0105.228, SECTION B.4 AS FOLLOWS**

**B.4 Emergency Vehicle Pre-emption Hardware, Vehicle Detection Hardware, Cable and Equipment**

Furnish and install Optical signal preempt for the temporary signals that is compatible with the City's EVP systems. All approach directions each need to be detected and brought back individually to the signal control cabinet. Emergency Vehicle Pre-Emption shall be included at:

1. E Washington and Livingston
2. E Washington and Fourth Street

The contractor, with prior approval of the engineer and the City of Madison, shall select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to, temporary inductive loops, microwave detection, or video detection. Detection technology shall provide for true presence detection.

Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

**PLANS:**

**REMOVE AND INSERT REVISED PLAN SHEETS AS NOTED BELOW.**

SHEET S-1 (REV 9/13/2022): Modified to add temporary signal EVP detection

SHEET S-2 (REV 9/12/2022): Modified to show 5 additional proposed 3-section signal heads and to add permanent signal EVP detection

SHEET S-3 (REV 9/12/2022): Revised Phasing diagram

SHEET S-4 (REV 9/13/2022): Modified to add Cable Routing Tables for grounding and EVP

SHEET S-5 (REV 9/13/2022): Modified to add temporary signal EVP detection

SHEET S-6: (REV 9/13/2022): Modified to add permanent signal EVP detection

SHEET S-7 (REV 9/12/2022): Revised Phasing diagram

SHEET S-8 (REV 9/13/2022): Modified to add Cable Routing Tables for grounding and EVP

SHEET MQ-13 (REV 9/12/2022): Revised per noted 3-section signal head change

SHEET MQ-14 (REV 9/12/2022): Revised quantities for bid items SPV.0060.244, SPV.0060.248, and SPV.0060.257

**PROPOSAL:**

Summary of changes to the bid items and quantities are summarized in the table below. Bidders shall reference the complete set of bid items found on Bid Express.

<b>ACTION</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY CHANGE</b>
ADDED ITEM	650.8500	CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (EARLY WORKS)	LS	+1
ADDED ITEM	650.9910	CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (EARLY WORKS)	LS	+1
INCREASE QUANTITY	SPV.0060.244	INSTALL LIGHTING ASSEMBLY TYPE III POLE	EACH	+1
DECREASE QUANTITY	SPV.0060.248	INSTALL POLE 30-FOOT 7 GAUGE SINGLE MOUNT (GREEN)	EACH	-1
INCREASE QUANTITY	SPV.0060.220	INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION	EACH	+5
INCREASE QUANTITY	SPV.0060.225	BACKPLATES SIGNAL FACE 3-SECTION 12-INCH	EACH	+5
REMOVE ITEM	SPV.0060.257	INSTALL TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE (GREEN)	EACH	REMOVED

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,



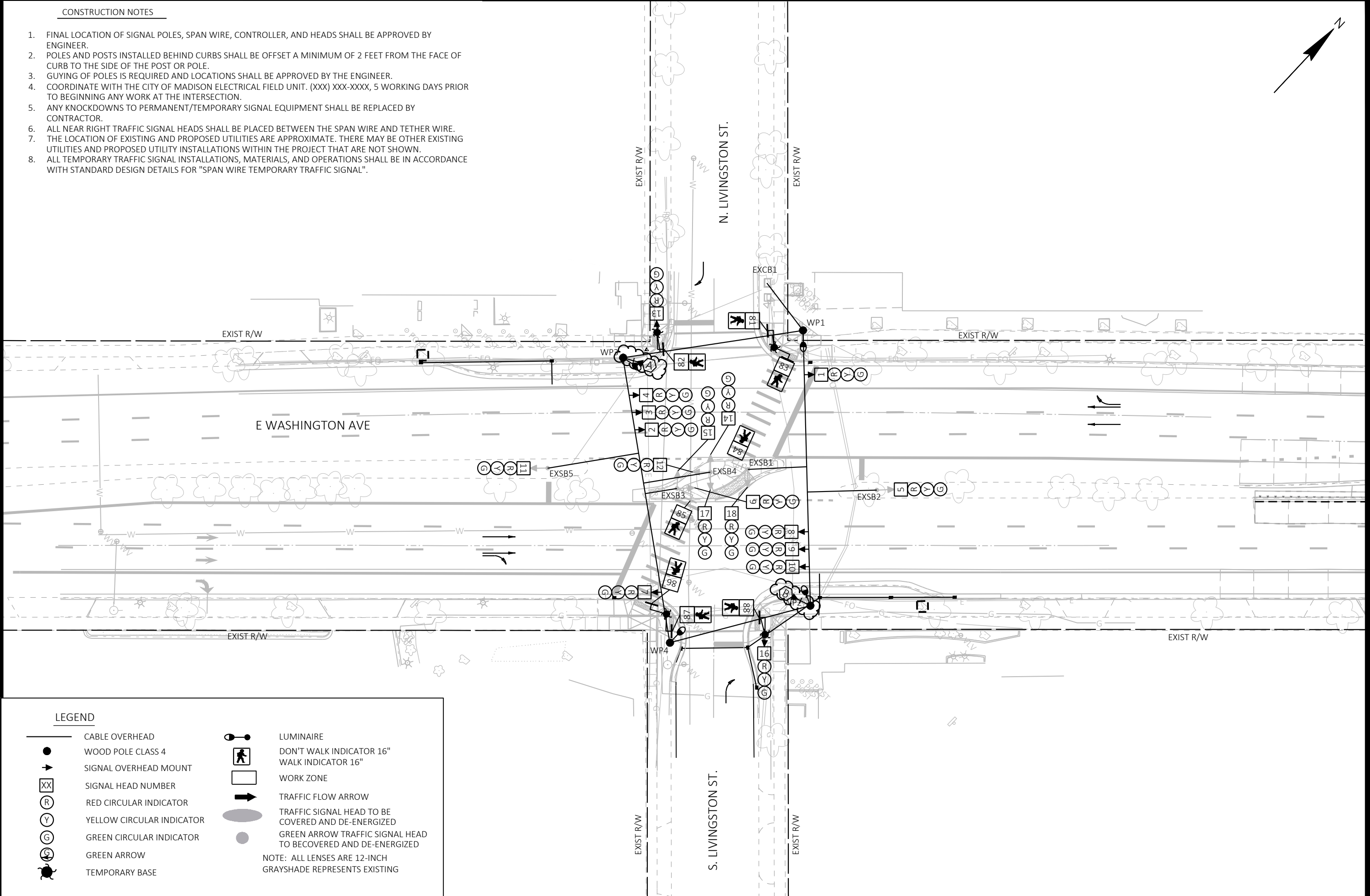
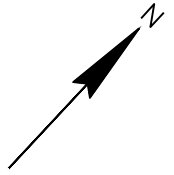
\_\_\_\_\_ for

Kathy Cryan  
Interim Division Manager

KC:JMW

CONSTRUCTION NOTES

1. FINAL LOCATION OF SIGNAL POLES, SPAN WIRE, CONTROLLER, AND HEADS SHALL BE APPROVED BY ENGINEER.
2. POLES AND POSTS INSTALLED BEHIND CURBS SHALL BE OFFSET A MINIMUM OF 2 FEET FROM THE FACE OF CURB TO THE SIDE OF THE POST OR POLE.
3. GUYING OF POLES IS REQUIRED AND LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
4. COORDINATE WITH THE CITY OF MADISON ELECTRICAL FIELD UNIT. (XXX) XXX-XXXX, 5 WORKING DAYS PRIOR TO BEGINNING ANY WORK AT THE INTERSECTION.
5. ANY KNOCKDOWNS TO PERMANENT/TEMPORARY SIGNAL EQUIPMENT SHALL BE REPLACED BY CONTRACTOR.
6. ALL NEAR RIGHT TRAFFIC SIGNAL HEADS SHALL BE PLACED BETWEEN THE SPAN WIRE AND TETHER WIRE.
7. THE LOCATION OF EXISTING AND PROPOSED UTILITIES ARE APPROXIMATE. THERE MAY BE OTHER EXISTING UTILITIES AND PROPOSED UTILITY INSTALLATIONS WITHIN THE PROJECT THAT ARE NOT SHOWN.
8. ALL TEMPORARY TRAFFIC SIGNAL INSTALLATIONS, MATERIALS, AND OPERATIONS SHALL BE IN ACCORDANCE WITH STANDARD DESIGN DETAILS FOR "SPAN WIRE TEMPORARY TRAFFIC SIGNAL".



LEGEND

- |  |                           |  |  |
|--|---------------------------|--|--|
|  | CABLE OVERHEAD            |  | LUMINAIRE  |
|  | WOOD POLE CLASS 4         |  | DON'T WALK INDICATOR 16"                                       |
|  | SIGNAL OVERHEAD MOUNT     |  | WALK INDICATOR 16"   |
|  | SIGNAL HEAD NUMBER        |  | WORK ZONE  |
|  | RED CIRCULAR INDICATOR    |  | TRAFFIC FLOW ARROW   |
|  | YELLOW CIRCULAR INDICATOR |  | TRAFFIC SIGNAL HEAD TO BE COVERED AND DE-ENERGIZED             |
|  | GREEN CIRCULAR INDICATOR  |  | GREEN ARROW TRAFFIC SIGNAL HEAD TO BE COVERED AND DE-ENERGIZED |
|  | GREEN ARROW               |  |  |
|  | TEMPORARY BASE            |  |  |
- NOTE: ALL LENSES ARE 12-INCH GRAYSHADE REPRESENTS EXISTING

TEMPORARY SIGNAL PLAN: E WASHINGTON AVENUE AT LIVINGSTON STREET 60631225P  
 BUS RAPID TRANSIT  
 CITY OF MADISON, DANE COUNTY, WI  
 CITY OF MADISON  
 CONTRACT NO: 60631225C

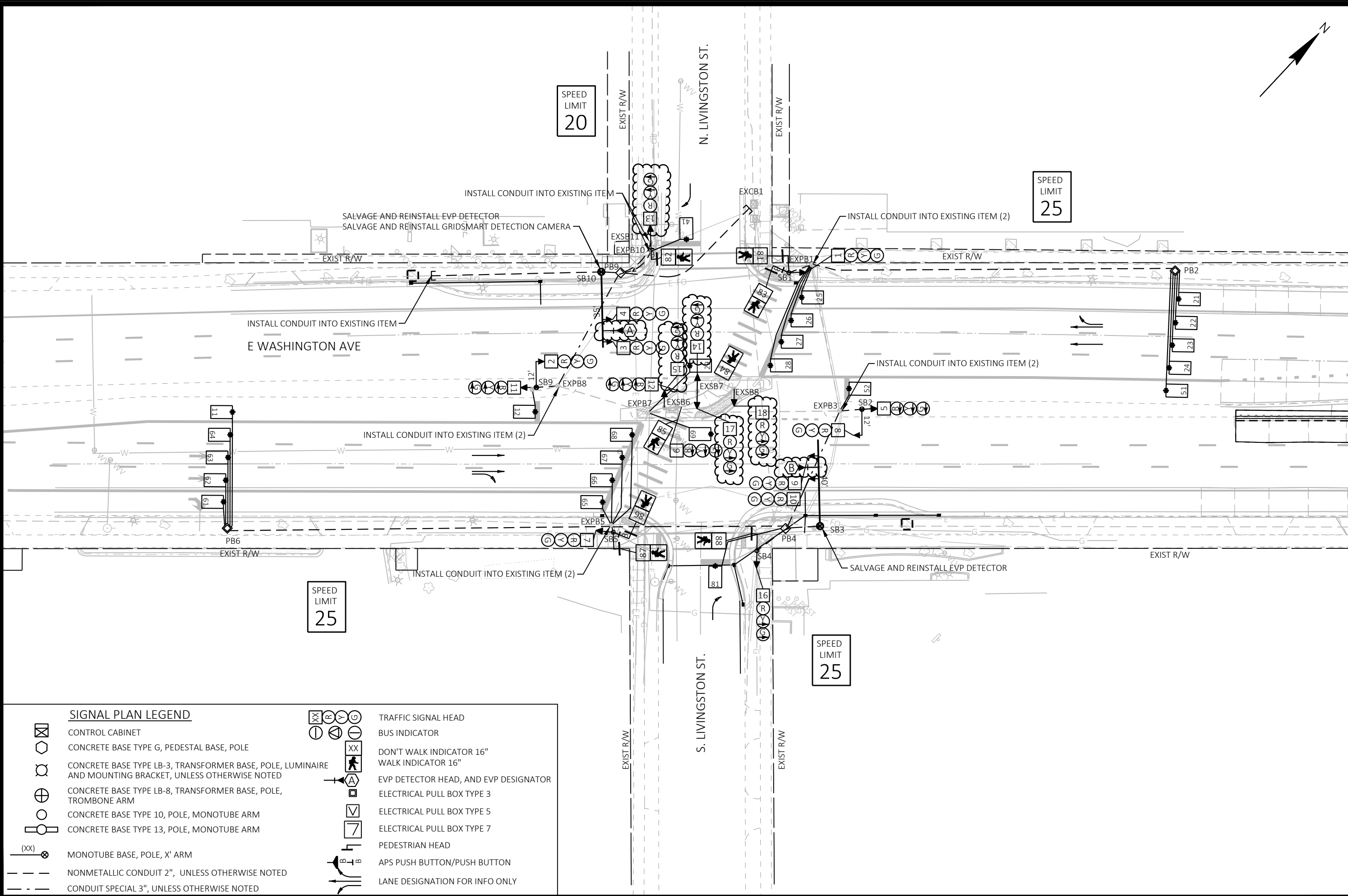


60631225P

S-1

MARK	REVISION	DATE	BY
ADDENDUM 1		9/13/22	SAT
60631225P	Designed By: AECOM	Date: 2022-09-13	Scale: 1 IN=40 FT



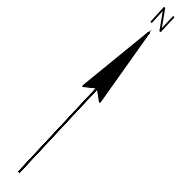


SPEED LIMIT 20

SPEED LIMIT 25

SPEED LIMIT 25

SPEED LIMIT 25



SIGNAL PLAN LEGEND	
	CONTROL CABINET
	CONCRETE BASE TYPE G, PEDESTAL BASE, POLE
	CONCRETE BASE TYPE LB-3, TRANSFORMER BASE, POLE, LUMINAIRE AND MOUNTING BRACKET, UNLESS OTHERWISE NOTED
	CONCRETE BASE TYPE LB-8, TRANSFORMER BASE, POLE, TROMBONE ARM
	CONCRETE BASE TYPE 10, POLE, MONOTUBE ARM
	CONCRETE BASE TYPE 13, POLE, MONOTUBE ARM
	MONOTUBE BASE, POLE, X' ARM
	NONMETALLIC CONDUIT 2", UNLESS OTHERWISE NOTED
	CONDUIT SPECIAL 3", UNLESS OTHERWISE NOTED
	TRAFFIC SIGNAL HEAD
	BUS INDICATOR
	DON'T WALK INDICATOR 16"
	WALK INDICATOR 16"
	EVP DETECTOR HEAD, AND EVP DESIGNATOR
	ELECTRICAL PULL BOX TYPE 3
	ELECTRICAL PULL BOX TYPE 5
	ELECTRICAL PULL BOX TYPE 7
	PEDESTRIAN HEAD
	APS PUSH BUTTON/PUSH BUTTON
	LANE DESIGNATION FOR INFO ONLY

MARK	ADDENDUM 1	SAT
DESIGNED BY: AECOM	REVISION	DATE
DATE	DATE	BY
60631225P	2022-09-13	60631225P
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SIGNAL PLAN: E WASHINGTON AVENUE AT LIVINGSTON STREET

BUS RAPID TRANSIT

CITY OF MADISON

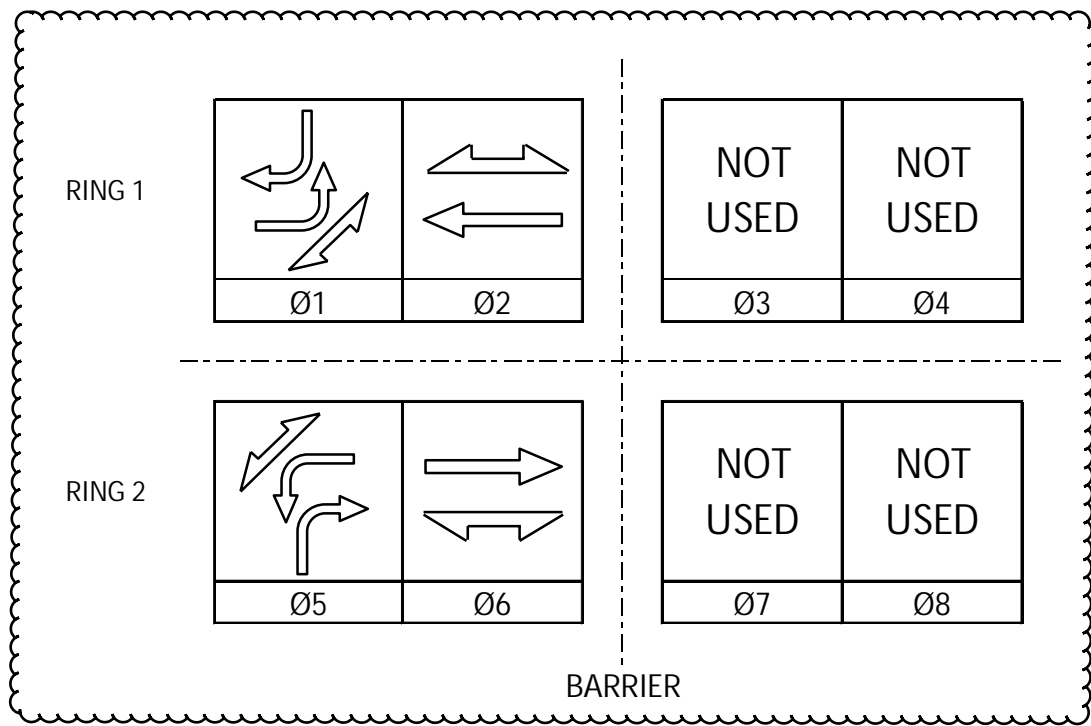
CITY OF MADISON, DANE COUNTY, WI

CONTRACT NO: 60631225C

60631225P

S-2

	HEAD NUMBERS	FLASH
Ø1	11,12	R
Ø2	1,2,3,4	R
Ø3		
Ø4	13,14,15	R
Ø5	5,6	R
Ø6	7,8,9,10	R
Ø7		
Ø8	16,17,18	R
Ø2P	81,82	
Ø4P		
Ø6P	87,88	
Ø8P		



**CONTROLLER LOGIC**

PHASE NUMBER	PHASE LOCKING	DUAL ENTRY W / Ø	PHASE RECALL	PHASE ACTIVE
1		4		X
2		6		X
3				
4				X
5		8		X
6		2		X
7				
8				X

EMERGENCY VEHICLE PREEMPTION SEQUENCE				
EMERGENCY VEHICLE PREEMPTOR	A	B	C	D
MOVEMENT				
PHASE	2+5	6+1		

AFTER PREEMPTION SEQUENCE A OR B, CONTROLLER SHALL RETURN TO PHASES 2+6.  
 AFTER PREEMPTION SEQUENCE C OR D, CONTROLLER SHALL RETURN TO PHASES 4+8.

**DETECTOR LOGIC**

DETECTOR INPUT	3	1	7	5	11	9	15	13
PLAN LOOP DETECTOR*(S)	11	21	23	25	27	29	51	61
CALLED PHASE	1	2	2	2	2	2	5	6
CALL OPTION								
DELAY TIME								
EXTENSION OPTION								
EXTEND TIME								
USE ADDED INITIAL								
CROSS SWITCH PHASE								

DETECTOR INPUT	4	2	8	6	12	10	16	14
PLAN LOOP DETECTOR*(S)	12	22	24	26	28	41	52	62
PHASE CALLED	1	2	2	2	2	4	5	6
CALL OPTION								
DELAY TIME								
EXTENSION OPTION								
EXTEND TIME								

DETECTOR INPUT	19	17	23	21	27	25	31	29
PLAN LOOP DETECTOR*(S)	63	65	67	69				
CALLED PHASE	6	6	6	6				
CALL OPTION								
DELAY TIME								
EXTENSION OPTION								
EXTEND TIME								
USE ADDED INITIAL								
CROSS SWITCH PHASE								

DETECTOR INPUT	20	18	24	22	28	26	32	30
PLAN LOOP DETECTOR*(S)	64	66	68	81				
PHASE CALLED	6	6	6	8				
CALL OPTION								
DELAY TIME								
EXTENSION OPTION								
EXTEND TIME								

TYPE OF INTERCONNECT/COMMUNICATION	
NONE	
CLOSED LOOP	
TWISTED PAIR	
FIBER OPTIC*	X
FIBER OPTIC (ETHERNET)	
RADIO	
CELL MODEM	

TYPE OF COORDINATION	
NONE	
TBC	
TRAFFIC RESPONSIVE	X
CLOSED LOOP	
ADAPTIVE	
*LOCATION OF MASTER	
CONTROLLER NO:	S-
SIGNAL SYSTEM NO:	SS-


TYPE OF LIGHTING	
BY OTHER AGENCY	
IN TRAFFIC CABINET	
IN SEPARATE DOT LIGHTING CABINET	X

TYPE OF PRE-EMPT	
NONE	
RAILROAD	
EMERGENCY VEHICLE	X
GTT	
TOMAR	
HARDWIRE	
OTHER	
LIFT BRIDGE	
QUEUE DETECTION	

**GENERAL NOTES:**

East Washington Avenue and Livingston Street	
CITY OF MADISON	
DANE COUNTY	
SIGNAL NO:	CABINET TYPE: TS2
CONTROLLER TYPE: COBALT	
DATE:	9/12/2022

SEQUENCE OF OPERATION: E WASHINGTON AVENUE AT LIVINGSTON STREET  
 BUS RAPID TRANSIT  
 CITY OF MADISON, DANE COUNTY, WI  
 CONTRACT NO: 60631225C  
 60631225P  
 ADDENDUM 1  
 REVISION  
 DATE  
 9/12/2022  
 Scale: NTS  
 Designed By: STRAND  
 Mark: 60631225P



PROJECT ID: 60631225  
 INTERSECTION: EAST WASHINGTON AVENUE & LIVINGSTON STREET

Signal Wire Color Coding  
 BLK - black    RED - red    GRN - green  
 WHT - white    BLU - blue    ORG - orange

EXCB1 TO	NO. OF CONDUCTORS	HEAD NO.	SIGNAL INDICATION WIRE COLOR										D/WALK	WALK	PED BUTTON	OTHER		
			RED	YELLOW	GREEN	<RED>	<YELLOW>	<GREEN>	<FLASHING YELLOW>	" - "	" Δ "	"   "						
SB1	12	1	RED	ORG	GRN													
		81											BLK	BLU				
		83											BLK/WHT	BLU/BLK				
		B													WHT/BLK			
SB2	12	5				RED	ORG	GRN										
		8	RED/BLK	ORG/BLK	GRN/BLK													
SB3	12	9	RED	ORG	GRN													
		10	RED/BLK	ORG/BLK	GRN/BLK													
SB4	7	16	RED	ORG	GRN													
		88											BLK	BLU				
SB5	12	7	RED	ORG	GRN													
		86											BLK	BLU				
		B													WHT/BLK			
		87											BLK/WHT	BLU/BLK				
EXSB6	EXISTING	6															EXISTING	
		15															EXISTING	
		85																EXISTING
		B																EXISTING
EXSB7	EXISTING	12																EXISTING
		14																EXISTING
		17																EXISTING
EXSB8	EXISTING	18																EXISTING
		84																EXISTING
		B																EXISTING
SB9	12	2	RED	ORG	GRN													
		11				RED/BLK	ORG/BLK	GRN/BLK										
SB10	12	3	RED	ORG	GRN													
		4	RED/BLK	ORG/BLK	GRN/BLK													
EXSB11	EXISTING	13																EXISTING
		82																EXISTING
		B																EXISTING

**EQUIPMENT GROUNDING CONDUCTORS 10 AWG GRN XLP**

From	TO
EXCB1	SB1
SB1	SB2
SB2	SB3
SB3	SB4
SB4	SB5
SB5	EXSB6
EXSB6	EXSB7
EXSB7	EXSB8
EXSB8	SB9
SB9	SB10
SB10	EXSB11
EXSB11	EXCB1

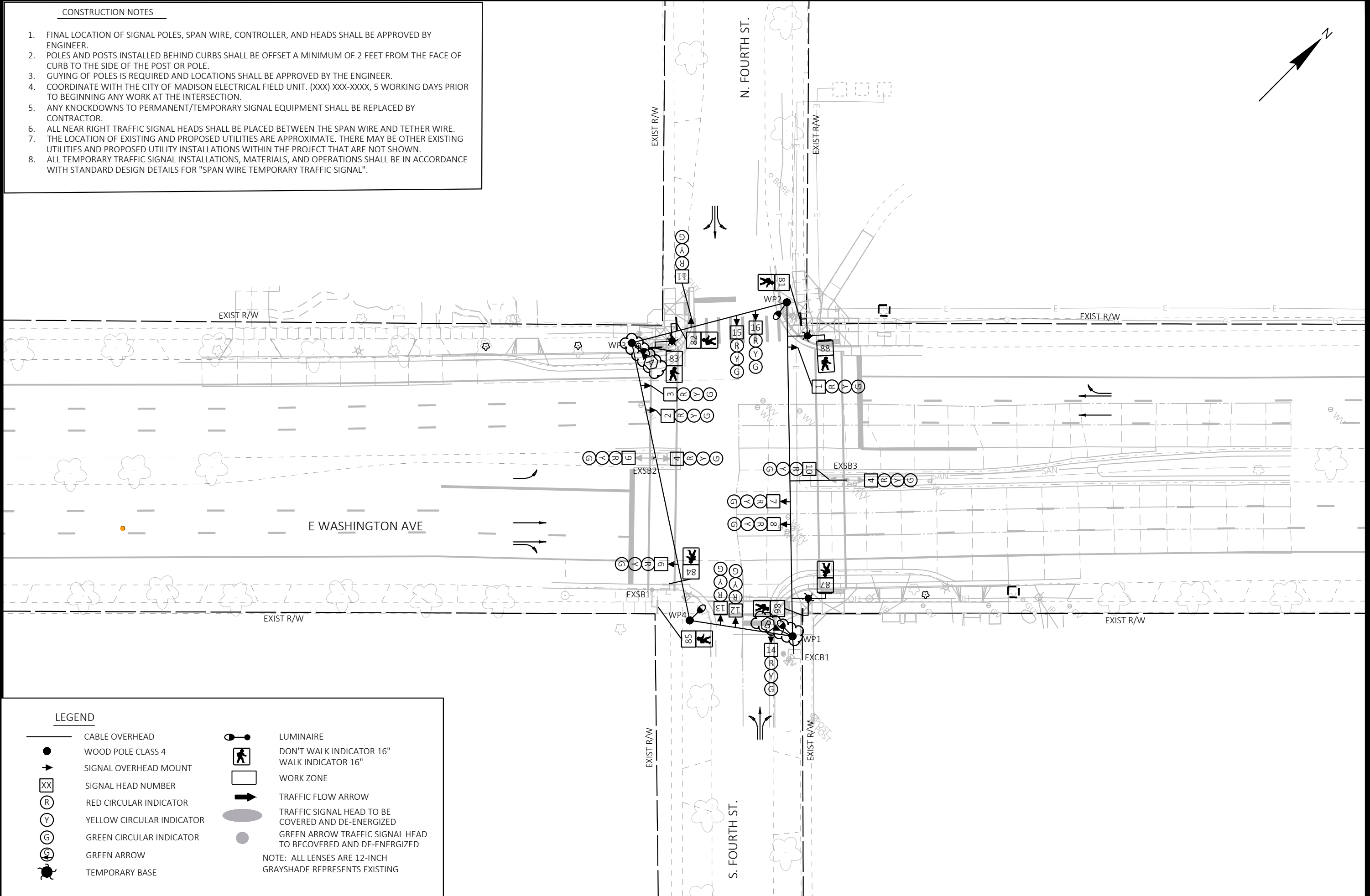
**EMERGENCY VEHICLE PREEMPTION WITH CONFIRMATION LIGHTS**

HEAD	FROM	TO
A	EXCB1	SB10
B	EXCB1	SB3

- NOTES:**
1. USE THE WHITE CONDUCTOR IN THE CABLE ASSEMBLY AS THE GROUNDED CONDUCTOR FOR ALL TRAFFIC SIGNAL INDICATIONS.
  2. ENSURE THE GROUNDED CONDUCTOR IN THE FEEDER CABLE AND THE POLE CABLES ARE BOTH 18" LONGER THAN THE UNGROUNDED CONDUCTORS.
  3. AT THE SIGNAL BASES, CONNECT ONE TERMINAL FROM THE PEDESTRIAN PUSH BUTTONS TO THE COLOR INDICATED IN THE CHART. CONNECT THE OTHER TERMINAL TO THE GROUNDED CONDUCTOR.
  4. RECONNECT THE GROUNDING CONDUCTORS WHEREVER THE CIRCUIT HAS BEEN INTERRUPTED TO ENSURE THE GROUNDING CIRCUIT IS COMPLETE.

**CONSTRUCTION NOTES**

1. FINAL LOCATION OF SIGNAL POLES, SPAN WIRE, CONTROLLER, AND HEADS SHALL BE APPROVED BY ENGINEER.
2. POLES AND POSTS INSTALLED BEHIND CURBS SHALL BE OFFSET A MINIMUM OF 2 FEET FROM THE FACE OF CURB TO THE SIDE OF THE POST OR POLE.
3. GUYING OF POLES IS REQUIRED AND LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
4. COORDINATE WITH THE CITY OF MADISON ELECTRICAL FIELD UNIT. (XXX) XXX-XXXX, 5 WORKING DAYS PRIOR TO BEGINNING ANY WORK AT THE INTERSECTION.
5. ANY KNOCKDOWNS TO PERMANENT/TEMPORARY SIGNAL EQUIPMENT SHALL BE REPLACED BY CONTRACTOR.
6. ALL NEAR RIGHT TRAFFIC SIGNAL HEADS SHALL BE PLACED BETWEEN THE SPAN WIRE AND TETHER WIRE.
7. THE LOCATION OF EXISTING AND PROPOSED UTILITIES ARE APPROXIMATE. THERE MAY BE OTHER EXISTING UTILITIES AND PROPOSED UTILITY INSTALLATIONS WITHIN THE PROJECT THAT ARE NOT SHOWN.
8. ALL TEMPORARY TRAFFIC SIGNAL INSTALLATIONS, MATERIALS, AND OPERATIONS SHALL BE IN ACCORDANCE WITH STANDARD DESIGN DETAILS FOR "SPAN WIRE TEMPORARY TRAFFIC SIGNAL".



**LEGEND**

- |  |                           |  |   |
|--|---------------------------|--|---|
|  | CABLE OVERHEAD            |  | LUMINAIRE   |
|  | WOOD POLE CLASS 4         |  | DON'T WALK INDICATOR 16"                                      |
|  | SIGNAL OVERHEAD MOUNT     |  | WALK INDICATOR 16"  |
|  | SIGNAL HEAD NUMBER        |  | WORK ZONE   |
|  | RED CIRCULAR INDICATOR    |  | TRAFFIC FLOW ARROW  |
|  | YELLOW CIRCULAR INDICATOR |  | TRAFFIC SIGNAL HEAD TO BE COVERED AND DE-ENERGIZED            |
|  | GREEN CIRCULAR INDICATOR  |  | GREEN ARROW TRAFFIC SIGNAL HEAD TO BECOVERED AND DE-ENERGIZED |
|  | GREEN ARROW               |  |   |
|  | TEMPORARY BASE            |  |   |
- NOTE: ALL LENSES ARE 12-INCH  
GRAYSHADE REPRESENTS EXISTING

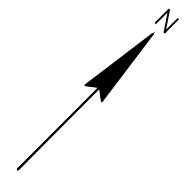
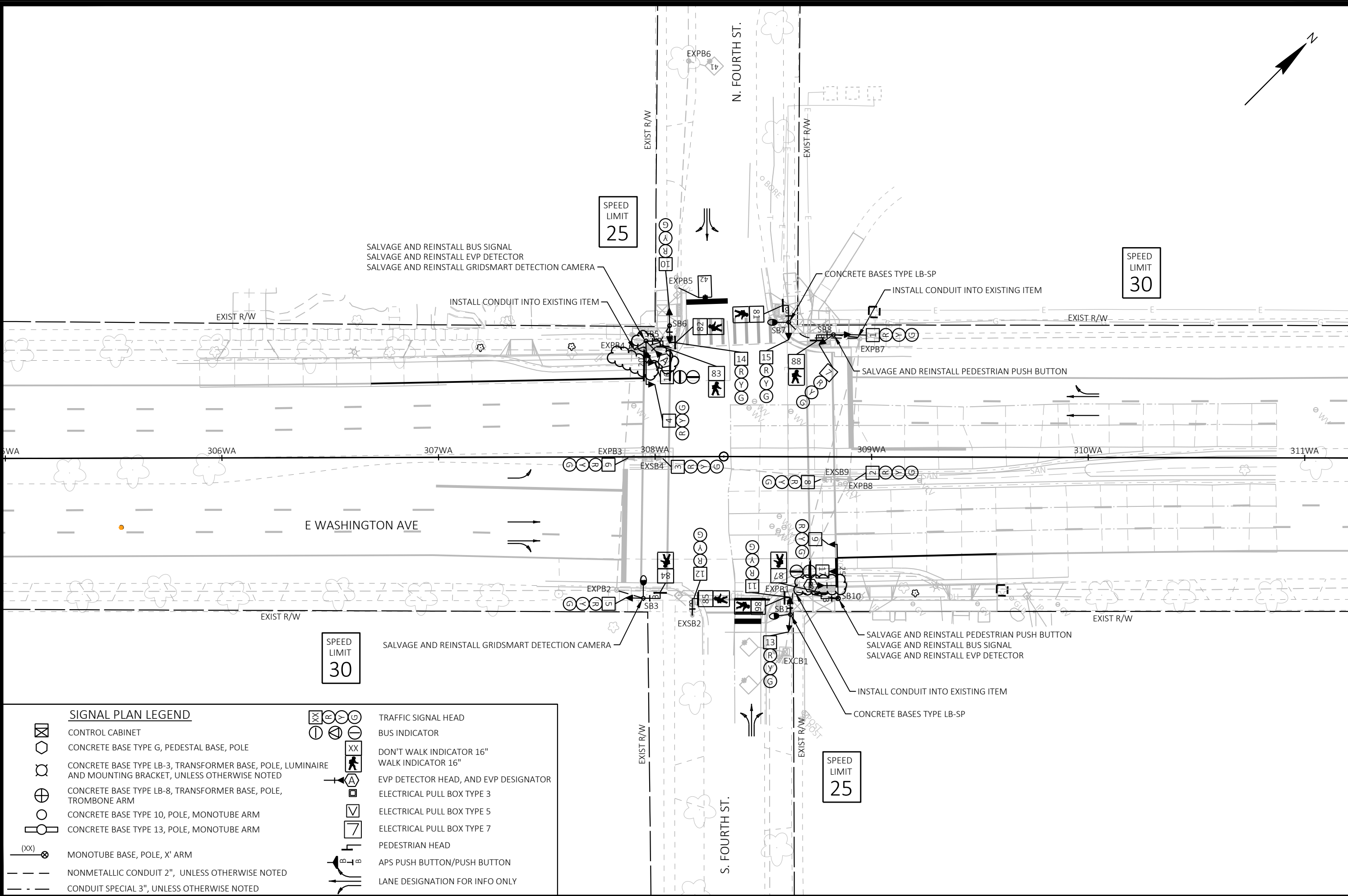
TEMPORARY SIGNAL PLAN: E WASHINGTON AVENUE AT FOURTH STREET 60631225P  
 BUS RAPID TRANSIT CITY OF MADISON, DANE COUNTY, WI  
 CITY OF MADISON CONTRACT NO: 60631225C



60631225P

S-5

MARK	ADDENDUM 1	DATE	BY
	REVISION	9/13/22	SAT
Designed By: AECOM		Date: 2022-09-13	Scale: 1 IN=40 FT
60631225P			



MARK	ADDENDUM 1	DATE	BY
		9/13/22	SAT
DESIGNED BY: AECOM	REVISION	DATE	BY
60631225P		2022-09-13	
Scale: 1"=40' FT			

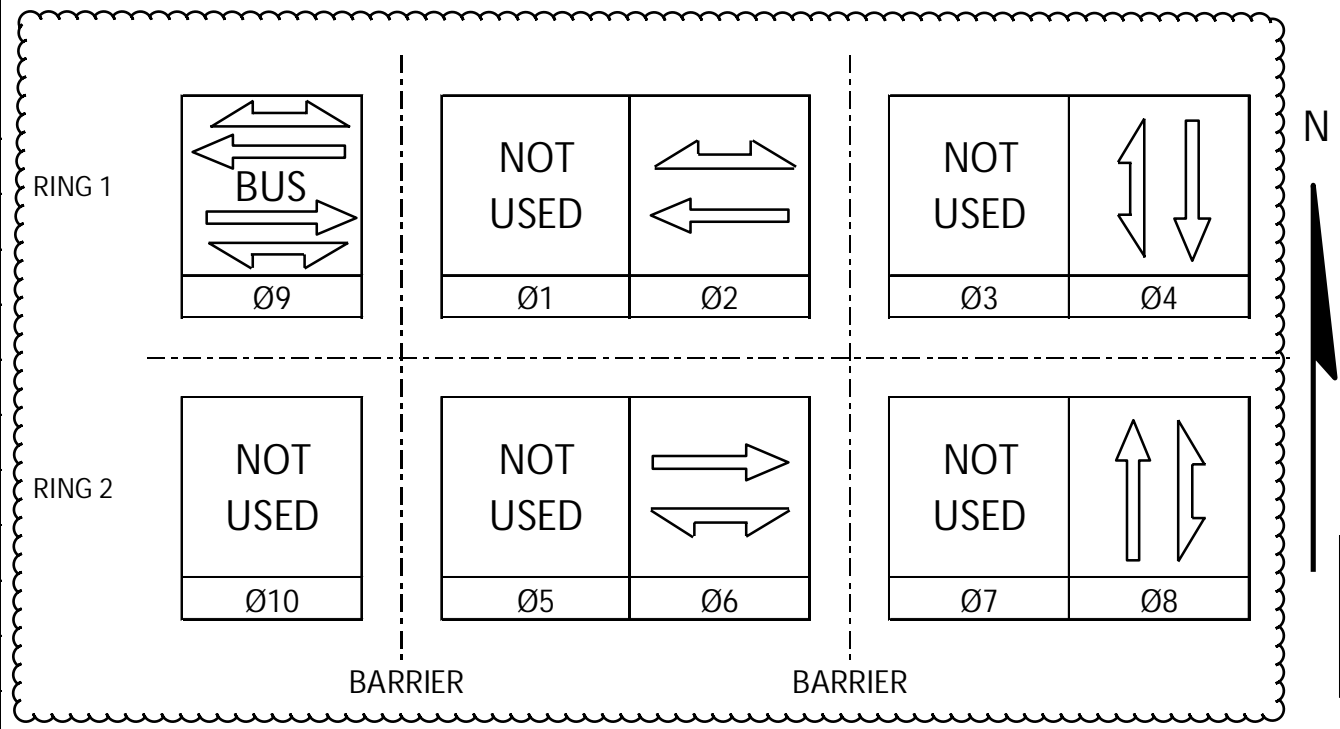
60631225P  
 CITY OF MADISON, DANE COUNTY, WI  
 CONTRACT NO: 60631225C



SIGNAL PLAN: E WASHINGTON AVENUE AT FOURTH STREET  
 BUS RAPID TRANSIT  
 CITY OF MADISON  
 60631225P  
 S-6

SIGNAL PLAN LEGEND	
	CONTROL CABINET
	CONCRETE BASE TYPE G, PEDESTAL BASE, POLE
	CONCRETE BASE TYPE LB-3, TRANSFORMER BASE, POLE, LUMINAIRE AND MOUNTING BRACKET, UNLESS OTHERWISE NOTED
	CONCRETE BASE TYPE LB-8, TRANSFORMER BASE, POLE, TROMBONE ARM
	CONCRETE BASE TYPE 10, POLE, MONOTUBE ARM
	CONCRETE BASE TYPE 13, POLE, MONOTUBE ARM
	MONOTUBE BASE, POLE, X' ARM
	NONMETALLIC CONDUIT 2", UNLESS OTHERWISE NOTED
	CONDUIT SPECIAL 3", UNLESS OTHERWISE NOTED
	TRAFFIC SIGNAL HEAD
	BUS INDICATOR
	DON'T WALK INDICATOR 16"
	WALK INDICATOR 16"
	EVP DETECTOR HEAD, AND EVP DESIGNATOR
	ELECTRICAL PULL BOX TYPE 3
	ELECTRICAL PULL BOX TYPE 5
	ELECTRICAL PULL BOX TYPE 7
	PEDESTRIAN HEAD
	APS PUSH BUTTON/PUSH BUTTON
	LANE DESIGNATION FOR INFO ONLY

HEAD NUMBERS	FLASH
Ø1	
Ø2	1,2,3,4
Ø3	
Ø4	10,11,12
Ø5	
Ø6	5,6,7,8,9
Ø7	
Ø8	13,14,15
Ø2P	81,82
Ø4P	83,84
Ø6P	85,86
Ø8P	87,88



**CONTROLLER LOGIC**

PHASE NUMBER	PHASE LOCKING	DUAL ENTRY W / Ø	PHASE RECALL	PHASE ACTIVE
1				
2		6		X
3		8		X
4		2		X
5				
6		4		X
7				
8				

**EMERGENCY VEHICLE PREEMPTION SEQUENCE**

EMERGENCY VEHICLE PREEMPTOR	A	B	C	D
MOVEMENT	← →	← →		
PHASE	2+6	6+2		

AFTER PREEMPTION SEQUENCE A OR B, CONTROLLER SHALL RETURN TO PHASES 2+6.  
 AFTER PREEMPTION SEQUENCE C OR D, CONTROLLER SHALL RETURN TO PHASES 4+8.

**DETECTOR LOGIC**

DETECTOR INPUT	3	1	7	5	11	9	15	13
PLAN LOOP DETECTOR*(S)	41							
PHASE CALLED	4							
PHASE EXTENDED								
DISCONNECT TIME								
CALLING DELAY								
EXTENSION STRETCH								
LOOP FUNCTION								

DETECTOR INPUT	19	17	23	21	27	25	31	29
PLAN LOOP DETECTOR*(S)								
PHASE CALLED								
PHASE EXTENDED								
DISCONNECT TIME								
CALLING DELAY								
EXTENSION STRETCH								
LOOP FUNCTION								

DETECTOR INPUT	4	2	8	6	12	10	16	14
PLAN LOOP DETECTOR*(S)	42							
PHASE CALLED	4							
PHASE EXTENDED								
DISCONNECT TIME								
CALLING DELAY								
EXTENSION STRETCH								
LOOP FUNCTION								

DETECTOR INPUT	20	18	24	22	28	26	32	30
PLAN LOOP DETECTOR*(S)								
PHASE CALLED								
PHASE EXTENDED								
DISCONNECT TIME								
CALLING DELAY								
EXTENSION STRETCH								
LOOP FUNCTION								

TYPE OF INTERCONNECT/COMMUNICATION	
NONE	
CLOSED LOOP	
TWISTED PAIR	
FIBER OPTIC*	X
FIBER OPTIC (ETHERNET)	
RADIO	
CELL MODEM	

TYPE OF COORDINATION	
NONE	
TBC	
TRAFFIC RESPONSIVE	X
CLOSED LOOP	
ADAPTIVE	
*LOCATION OF MASTER	
CONTROLLER NO:	S-
SIGNAL SYSTEM NO:	SS-

TYPE OF LIGHTING	
BY OTHER AGENCY	
IN TRAFFIC CABINET	
IN SEPARATE DOT LIGHTING CABINET	X

TYPE OF PRE-EMPT	
NONE	
RAILROAD	
EMERGENCY VEHICLE	X
GTT	
TOMAR	
HARDWIRE	
OTHER	
LIFT BRIDGE	
QUEUE DETECTION	

**GENERAL NOTES:**

East Washington Avenue and Fourth Street Early Works  
 CITY OF MADISON  
 DANE COUNTY  
 SIGNAL NO: CABINET TYPE: TS2  
 CONTROLLER TYPE: COBALT  
 DATE: 9/12/2022

60631225P  
 ADDENDUM 1  
 REVISION  
 DATE: 9/12/2022  
 Scale: NTS  
 Mark: 60631225P  
 Designed By: STRAND  
 60631225P

SEQUENCE OF OPERATION: E WASHINGTON AVENUE AT FOURTH STREET  
 BUS RAPID TRANSIT  
 CITY OF MADISON, DANE COUNTY, WI  
 CONTRACT NO: 60631225C

60631225P  
 S-7

PROJECT ID: 60631225  
 INTERSECTION: EAST WASHINGTON AVENUE & FOURTH STREET

Signal Wire Color Coding  
 BLK - black    RED - red    GRN - green  
 WHT - white    BLU - blue    ORG - orange

EXCB1 TO	NO. OF CONDUCTORS	HEAD NO.	SIGNAL INDICATION WIRE COLOR										D/WALK	WALK	PED BUTTON	OTHER	
			RED	YELLOW	GREEN	<RED>	<YELLOW>	<GREEN>	<FLASHING YELLOW>	" - "	" Δ "	"   "					
SB1	12	11	RED	ORG	GRN												
		13	RED/BLK	ORG/BLK	GRN/BLK												
		86 B											BLK	BLU		WHT/BLK	
EXSB2	7	12	EXISTING														
		85 B											BLK	BLU		WHT/BLK	
SB3	7	5	RED	ORG	GRN												
		84 B										BLK	BLU		WHT/BLK		
EXSB4	EXISTING	3	EXISTING														
		6	EXISTING														
SB5	7	4	RED	ORG	GRN												
		83 B											BLK	BLU		WHT/BLK	
SB6	12	10	RED	ORG	GRN												
		14	RED/BLK	ORG/BLK	GRN/BLK												
		82 B											BLK	BLU		WHT/BLK	
SB7	7	15	RED	ORG	GRN												
		81 B											BLK	BLU		WHT/BLK	
SB8	12	1	RED	ORG	GRN												
		7	RED/BLK	ORG/BLK	GRN/BLK												
		88 B											BLK	BLU		WHT/BLK	
EXSB9	EXISTING	2	EXISTING														
		8	EXISTING														
SB10	7	9	RED	ORG	GRN												
		87 B											BLK	BLU		WHT/BLK	

**EQUIPMENT GROUNDING CONDUCTORS 10 AWG GRN XLP**

From	TO
EXCB1	SB1
SB1	EXSB2
EXSB2	SB3
SB3	EXSB4
EXSB4	SB5
SB5	SB6
SB6	SB7
SB7	SB8
SB8	EXSB9
EXSB9	SB10
SB10	EXCB1

**EMERGENCY VEHICLE PREEMPTION WITH CONFIRMATION LIGHTS**

HEAD	FROM	TO
A	EXCB1	SB5
B	EXCB1	SB10

- NOTES:**
1. USE THE WHITE CONDUCTOR IN THE CABLE ASSEMBLY AS THE GROUNDED CONDUCTOR FOR ALL TRAFFIC SIGNAL INDICATIONS.
  2. ENSURE THE GROUNDED CONDUCTOR IN THE FEEDER CABLE AND THE POLE CABLES ARE BOTH 18" LONGER THAN THE UNGROUNDED CONDUCTORS.
  3. AT THE SIGNAL BASES, CONNECT ONE TERMINAL FROM THE PEDESTRIAN PUSH BUTTONS TO THE COLOR INDICATED IN THE CHART. CONNECT THE OTHER TERMINAL TO THE GROUNDED CONDUCTOR.
  4. RECONNECT THE GROUNDING CONDUCTORS WHEREVER THE CIRCUIT HAS BEEN INTERRUPTED TO ENSURE THE GROUNDING CIRCUIT IS COMPLETE.

TRAFFIC SIGNAL CABLE SUMMARY

INTERSECTIONS	FROM	TO	SLACK PER PB & CB L.F.	CABLE TRAFFIC SIGNAL		
				655.0230 5-14 AWG LF	655.0240 7-14 AWG LF	655.0260 12-14 AWG LF
EAST WASHINGTON AVENUE & LIVINGSTON STREET	EXCB1	SB1	16	--	--	83
	SB1	HEAD 1	16	19	--	--
	SB1	HEAD 81	16	18	--	--
	SB1	HEAD 83	16	18	--	--
	EXCB1	SB2	16	--	--	165
	SB2	HEAD 5	16	19	--	--
	SB2	HEAD 8	16	19	--	--
	EXCB1	SB3	16	--	--	245
	SB3	HEAD 9	16	19	--	--
	SB3	HEAD 10	16	19	--	--
	EXCB1	SB4	16	--	245	--
	SB4	HEAD 16	16	19	--	--
	SB4	HEAD 88	16	18	--	--
	EXCB1	SB5	16	--	--	305
	SB5	HEAD 7	16	19	--	--
	SB5	HEAD 86	16	18	--	--
	SB5	HEAD 87	16	18	--	--
	EXCB1	SB9	16	--	--	185
	SB9	HEAD 2	16	19	--	--
	SB9	HEAD 11	16	19	--	--
EXCB1	SB10	16	--	--	110	
SB10	HEAD 3	16	19	--	--	
SB10	HEAD 4	16	19	--	--	
SUBTOTAL (EAST WASH AVE. & LIVINGSTON ST.)				299	245	1,093
EAST WASHINGTON AVENUE & FOURTH STREET	EXCB1	SB1	16	--	--	67
	SB1	HEAD 11	16	19	--	--
	SB1	HEAD 13	16	19	--	--
	SB1	HEAD 86	16	18	--	--
	EXCB1	EXSB2	16	--	190	--
	EXSB2	HEAD 85	16	18	--	--
	EXCB1	SB3	16	--	165	--
	SB3	HEAD 5	16	19	--	--
	SB3	HEAD 84	16	18	--	--
	EXCB1	SB5	16	--	300	--
	SB1	HEAD 4	16	19	--	--
	SB1	HEAD 83	16	18	--	--
	EXCB1	SB6	16	--	--	315
	SB6	HEAD 10	16	19	--	--
	SB6	HEAD 14	16	19	--	--
	SB6	HEAD 82	16	18	--	--
	EXCB1	SB7	16	--	245	--
	SB7	HEAD 15	16	19	--	--
	SB7	HEAD 81	16	18	--	--
	EXCB1	SB8	16	--	--	225
SB8	HEAD 1	16	19	--	--	
SB8	HEAD 7	16	19	--	--	
SB8	HEAD 88	16	18	--	--	
EXCB1	SB10	16	--	77	--	
SB10	HEAD 9	16	19	--	--	
SB10	HEAD 87	16	18	--	--	
SUBTOTAL (EAST WASH AVE. & FOURTH ST.)				334	977	607
TOTALS				630	1,220	1,700

INSTALL SIGNAL MOUNTING HARDWARE

LOCATION	SPV.0105.259 LS		SPV.0105.260 LS	
	LIVINGSTON FOURTH EARLY WORKS	1	--	--

ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG

INTERSECTION	FROM	TO	655.0515 LF	
			EAST WASHINGTON AVENUE & LIVINGSTON STREET	EXCB1 SB1 SB2 SB3 SB4 SB5
	EXCB1	EXSB6 EXSB7 EXSB8 EXSB8 SB9 SB10	100 55 90 130 110	
	EXCB1	EXSB11 EXCB1	48 125	
SUBTOTAL (EAST WASH AVE. & LIVINGSTON ST.)			1,175	
EAST WASHINGTON AVENUE & FOURTH STREET	EXCB1	SB1	70	
	SB1	EXSB2	165	
	EXSB2	SB3	72	
	EXSB3	EXSB4	120	
	EXSB4	SB5	105	
	SB5	SB6	50	
	SB6	SB7	195	
	SB7	SB8	64	
	SB8	EXSB9	120	
	EXSB9	SB10	120	
SB10	EXCB1	80		
SUBTOTAL (EAST WASH AVE. & FOURTH ST.)			1,161	
TOTAL			2,340	

SALVAGE AND REINSTALL MONOTUBES

LOCATION	SPV.0105.230 LS
EAST WASHINGTON AVENUE & LIVINGSTON STREET	1

SALVAGE AND REINSTALL BUS SIGNAL

LOCATION	SPV.0105.251 EACH
EAST WASHINGTON AVENUE & LIVINGSTON STREET	--
EAST WASHINGTON AVENUE & FOURTH STREET	1

TEMPORARY TRAFFIC SIGNAL

LOCATION	SPV.0105.226 LS		SPV.0105.228 LS	
	LIVINGSTON FOURTH EARLY WORKS	1	--	--

TRAFFIC SIGNAL FACES SUMMARY

INTERSECTION	SIGNAL HEAD NO.	SIGNAL BASE NO.	SPV.0060.220	SPV.0060.224	SPV.0060.225
			INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION EACH	TRAFFIC SIGNAL HEADS 16-INCH PEDESTRIAN WITH COUNTDOWN EACH	BACKPLATES SIGNAL FACE 3-SECTION 12-INCH EACH
EAST WASHINGTON AVENUE & LIVINGSTON STREET	1	SB1	1	--	1
	2	SB9	1	--	1
	3	SB10	1	--	1
	4	SB10	1	--	1
	5	SB2	1	--	1
	7	SB5	1	--	1
	8	SB2	1	--	1
	9	SB3	1	--	1
	10	SB3	1	--	1
	11	SB9	1	--	1
	13	EXSB11	1	--	1
	14	EXSB7	1	--	1
	15	EXSB6	1	--	1
	16	SB4	1	--	1
	17	EXSB7	1	--	1
	18	EXSB8	1	--	1
	81	SB1	--	1	--
82	EXSB11	--	1	--	
83	SB1	--	1	--	
86	SB5	--	1	--	
87	SB5	--	1	--	
88	SB4	--	1	--	
SUBTOTAL (EAST WASH AVE. & LIVINGSTON ST.)			16	6	16
EAST WASHINGTON AVENUE & FOURTH STREET	1	SB8	1	--	1
	4	SB5	1	--	1
	5	SB3	1	--	1
	7	SB8	1	--	1
	9	SB10	1	--	1
	10	SB6	1	--	1
	11	SB1	1	--	1
	13	SB1	1	--	1
	14	SB6	1	--	1
	15	SB7	1	--	1
	81	SB7	--	1	--
	82	SB6	--	1	--
	83	SB5	--	1	--
	84	SB3	--	1	--
	85	EXSB2	--	1	--
86	SB1	--	1	--	
87	SB10	--	1	--	
88	SB8	--	1	--	
SUBTOTAL (EAST WASH AVE. & FOURTH ST.)			10	8	10
TOTALS			26	14	26

REMOVING TRAFFIC SIGNALS

LOCATION	SPV.0105.227 LS		SPV.0105.229 LS	
	LIVINGSTON FOURTH EARLY WORKS	1	--	--

9/12/2022	SA	BY
REVISION	DATE	Scale: NTS
ADDENDUM 1	REVISION	Date: 9/12/2022
Mark	Designed By: STRAUB	60631225P

MISCELLANEOUS QUANTITIES  
 BUS RAPID TRANSIT  
 CITY OF MADISON  
 60631225P  
 CITY OF MADISON, DANE COUNTY, WI  
 CONTRACT NO: 60631225C



60631225P  
MQ-13

C:\OneDrive\AECOM\City of Madison BRT Quantities - Cost Quantities\Madison BRT MQ Plan Sheets.pptx  
 LAST PLOT DATE: 9/12/2022  
 FILE NAME:



TRAFFIC SIGNAL BASES, POLES, MONOTUBE ARMS, PUSH BUTTONS, AND LUMINAIRES

INTERSECTION	SIGNAL BASE NO.	SPV.0060.256 INSTALL PEDESTAL BASES (GREEN) EACH	SPV.0060.247 INSTALL POLE 20-FOOT 7 GAUGE (GREEN) EACH	SPV.0060.248 INSTALL POLE 30-FOOT 7 GAUGE SINGLE MOUNT (GREEN) EACH	SPV.0060.244 INSTALL LIGHTING ASSEMBLY TYPE III POLE EACH	SPV.0060.249 INSTALL TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT (GREEN) EACH	SPV.0060.270 INSTALL TRAFFIC SIGNAL TROMBONE ARM 12-FT (GREEN) EACH	SPV.0060.253 INSTALL TRAFFIC SIGNAL TROMBONE ARM 20-FT (GREEN) EACH	SPV.0060.255 INSTALL TRAFFIC SIGNAL TROMBONE ARM 25-FT (GREEN) EACH	658.0500 PEDESTRIAN PUSH BUTTONS EACH	SPV.0060.269 SALVAGE AND REINSTALL PEDESTRIAN PUSH BUTTON EACH	SPV.0060.242 INSTALL LIGHTING ASSEMBLY TYPE III EACH	SPV.0060.260 SALVAGE AND REINSTALL EVP DETECTOR EACH	SPV.0060.262 SALVAGE AND REINSTALL GRIDSMA RT DETECTION CAMERA EACH	
EAST WASHINGTON AVENUE & LIVINGSTON STREET	SB1	1	--	--	--	1	--	--	--	1	--	--	--	--	
	SB2	--	1	--	--	--	1	--	--	--	--	--	--	--	
	SB3	--	--	--	--	--	--	--	--	--	--	--	1	--	
	SB4	1	--	--	--	1	--	--	--	--	--	--	--	--	
	SB5	1	--	--	--	1	--	--	--	1	--	--	--	--	
	SB9	--	1	--	--	--	1	--	--	--	--	--	--	--	
	SB10	--	--	--	--	--	--	--	--	--	--	--	1	1	
	SUBTOTAL (EAST WASH AVE. & LIVINGSTON ST.)		3	2	--	--	3	2	--	--	2	--	--	2	1
	EAST WASHINGTON AVENUE & FOURTH STREET	SB1	--	--	--	1	--	--	--	--	1	--	1	--	--
		EXSB2	--	--	--	--	--	--	--	--	1	--	--	--	--
SB3		--	--	--	1	--	--	--	--	1	--	1	--	1	
SB5		--	--	1	--	--	--	1	--	1	--	1	1	1	
SB6		1	--	--	--	1	--	--	--	1	--	--	--	--	
SB7		--	--	--	1	--	--	--	--	1	--	1	--	--	
SB8		1	--	--	--	1	--	--	--	1	1	--	--	--	
SB10		--	1	--	--	--	--	--	1	--	1	--	1	--	
SUBTOTAL (EAST WASH AVE. & FOURTH ST.)		2	1	1	3	2	--	1	1	6	2	4	2	2	
TOTALS		5	3	1	3	5	2	1	1	8	2	4	4	3	

Scale: NTS
9/12/2022
BY
DATE
REVISION
ADDENDUM 1
Mark
Designed By: STRAND
60631225P

60631225P  
CITY OF MADISON, DANE COUNTY, WI  
CONTRACT NO: 60631225C

MISCELLANEOUS QUANTITIES  
BUS RAPID TRANSIT  
CITY OF MADISON



60631225P

MQ-14

FILE NAME: C:\OneDrive\AECOM\City of Madison BRT Quantities - Cost Quantities\Madison BRT MQ Plan Sheets.pptx  
LAST PLOT DATE: 9/12/2022



Department of Public Works  
**Engineering Division**  
Kathy Cryan, Interim Engineering Manager

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

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

**Principal Architect 2**  
Bryan Cooper, AIA

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Chris Petykowski, P.E.  
Janet Schmidt, P.E.

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

**Financial Manager**  
Steven B. Danner-Rivers

September 15, 2022

NOTICE OF ADDENDUM  
ADDENDUM NO. 2  
CONTRACT NO. 8691

EAST-WEST BUS RAPID TRANSIT EARLY WORKS

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

**PROPOSAL:**

Summary of changes to the bid items and quantities are summarized in the table below. Bidders shall reference the complete set of bid items found on Bid Express.

<b>ACTION</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNITS</b>
DECREASE QUANTITY	643.1000	TRAFFIC CONTROL SIGNS FIXED MESSAGE	SF
DECREASE QUANTITY	SPV.0105.257	TEMPORARY STREET LIGHTING EARLY WORKS	LS

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,

 for

Kathy Cryan  
Interim Division Manager

## SECTION D: DISADVANTAGED BUSINESS ENTERPRISE

### Instructions to Bidders City of Madison DBE Program Information

#### 2. Disadvantaged Business Enterprise (DBE) Program

Any questions about the DBE Program provisions of this project, including filling out the Special Prequalification Report, should be directed to Tracy Lomax, Interim Affirmative Action Division Manager, City Civil Rights Department, at 608-266-6510, e-mail [tlomax@cityofmadison.com](mailto:tlomax@cityofmadison.com).

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

#### 2.1 Prequalification Requirements

##### A. Purpose

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

##### B. DBE Obligation

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

##### C. DBE Utilization Goal

**For this contract Madison Metro has assigned a DBE goal of fifteen percent (15%). (City to fill in appropriate percentage based on project type).**

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

##### D. DBE Certification

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

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

E. Definitions And Certification Requirements

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

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

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

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

F. Good Faith Efforts/Waiver Of DBE Goal

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

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

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

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

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

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

#### G. Counting DBE Participation

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

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

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

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

As provided in Section 26.55(e)(2)(ii) a regular dealer must be engaged in selling the product in question to the public and must be in regular trade with a variety of customers. This is an important distinguishing characteristic which defines whether or not a firm is acting as a regular dealer. If a firm performs supplier-like functions on an ad-hoc basis or for only one or two contractors with whom it has a special relationship, the firm will not be performing commercially useful function since it is not considered a regular dealer.

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

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

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

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

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

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

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

#### H. The Special Prequalification Report

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

- D.1 Cover page
- D.2 DBE Utilization Report (Please prepare one report for each DBE utilized)
- D.3 Letter of intent to subcontract with a DBE
- D.4 Certification of lower tier participants.
- D.5 Good Faith Efforts Waiver Request
- D.6 Good Faith Efforts Denial Reconsideration Request

#### Information to be provided in Appendix D.

- D.1 Cover Page the Bidder should affirm whether or not the assigned DBE Goal will be met.
- D.2 DBE Utilization Report the bidder should list **for each DBE firm**, the information provided to the DBE, the type of work, and the percentage of the bid that will be performed by the DBE.
- D.3. Letter of Intent to Subcontract with a DBE. This form should contain information on the value of the work to be performed by each DBE.
- D.4. Certification of lower tier participants. Complete this form if using lower tier Participants.
- D.5. Good Faith Efforts Waiver. Complete this form to request a good faith efforts waiver request if (1) you have partially met the goal or (2) if you have not met the goal. At a minimum the bidder should include the following as provided in Appendix D.5.:
  - 1. A description of the information provided to each DBE regarding the plans and specifications for portions of the work to be performed;
  - 2. If the DBE is unavailable, a detailed statement from the bidder for the reasons for that conclusion;

3. If the bidder considers the DBE to be unqualified, a detailed statement of the reasons for that conclusion;
4. If the DBE refused to or was unable to offer a price which the bidder could reasonably agree to pay, a statement of reasons for that decision. Be specific.
5. Any other reasons why agreements with DBEs could not be reached; and
6. Other good faith efforts.

**D.6 Appeal Procedure for denial of Good Faith Efforts Waiver.**

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

**I. DBE Award Notification**

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

**2.2 Requirements of a Successful Bidder**

**A. DBE Substitutions**

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

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

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

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

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

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

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

The DBE Liaison Officer will evaluate the submitted documentation and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more

information, or requesting an interview to clarify or mediate the problem. The response may also be in the form of a rejection of the proposed DBE substitution with the reasons therefore included in the City's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

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

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

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

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

B. Contract Monitoring

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

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

C. Non-Compliance And Liquidated Damages

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

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

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

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



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

APPENDIX D

THIS INFORMATION MUST BE SUBMITTED, ALONG WITH THE FTA CERTIFICATIONS, IN A SEPARATE SEALED ENVELOPE MARKED "ENVELOPE NO. 2--DBE REPORT/FTA CERTIFICATES." (To be completed by prime contractor)

D1. DBE PROGRAM SPECIAL PREQUALIFICATION REPORT/COVER SHEET

Project Name: East-West Bus Rapid Transit Early Works

Bidder's Name: Parisi Construction

Bidder's Contact Person: Craig Glinski

Contact Person's Telephone Number: 608 848-5991

BIDDER CERTIFICATION

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

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

I, further declare and affirm that:

We have met the NA% assigned DBE Goal ( )

or

We request a Good Faith Efforts Waiver ( X )

SIGNATURE [Signature]  
NAME Robert Endres  
TITLE president  
FIRM NAME Parisi Construction  
DATE September 15, 2022

D2. DBE PROGRAM SPECIAL PREQUALIFICATION DBE UTILIZATION REPORT  
(Prime contractor to complete a report for each DBE utilized)

Name of DBE Firm: Bullet Transit Co, Inc.

Address DBE Firm: 22 Manor Circle Madison, WI 53717

DBE Firm Contact Person: Linda Brumm

Contact Person's Telephone Number: 608 836-3838

THIS DBE WILL BE A: (Check One)

Sub-contractor ( ) Supplier ( ) Joint Venture Partner

Type of work this DBE will perform: trucking

List total value of commitment to this firm: \$ 50000.00

List total percentage of commitment to this DBE: 1.8%

D2. DBE PROGRAM SPECIAL PREQUALIFICATION DBE UTILIZATION REPORT  
(Prime contractor to complete a report for each DBE utilized)

Name of DBE Firm: Hard Rock Sawing & Drilling Specialists

Address DBE Firm: PO Box 718 Keshena, WI 54135

DBE Firm Contact Person: Mary Dvoratchek

Contact Person's Telephone Number: 715 799-3823

THIS DBE WILL BE A: (Check One)

( ) Sub-contractor (  ) Supplier ( ) Joint Venture Partner

Type of work this DBE will perform: sawing

List total value of commitment to this firm: \$ 13,540,25

List total percentage of commitment to this DBE: 0.5%

D2. DBE PROGRAM SPECIAL PREQUALIFICATION DBE UTILIZATION REPORT  
(Prime contractor to complete a report for each DBE utilized)

Name of DBE Firm: JR'S Construction and Landscaping  
Address DBE Firm: N 9002 Hwy H Cambria, WI 53923  
DBE Firm Contact Person: Henry Conklin  
Contact Person's Telephone Number: 920-348-5100

THIS DBE WILL BE A: (Check One)

Sub-contractor ( ) Supplier ( ) Joint Venture Partner

Type of work this DBE will perform: landscaper

List total value of commitment to this firm: \$ 52100

List total percentage of commitment to this DBE: 1.8 %

D2. DBE PROGRAM SPECIAL PREQUALIFICATION DBE UTILIZATION REPORT  
(Prime contractor to complete a report for each DBE utilized)

Name of DBE Firm: Burse Surveying

Address DBE Firm: 1400 E. Washington Mendota WI

DBE Firm Contact Person: Michelle Burse

Contact Person's Telephone Number: 608.250-9263

THIS DBE WILL BE A: (Check One)

Sub-contractor ( ) Supplier ( ) Joint Venture Partner

Type of work this DBE will perform: Surveying

List total value of commitment to this firm: \$ 50,442.75

List total percentage of commitment to this DBE: 2.1%

**SECTION E: BIDDERS ACKNOWLEDGEMENT  
EAST-WEST BUS RAPID TRANSIT EARLY WORKS  
CONTRACT NO. 8691**

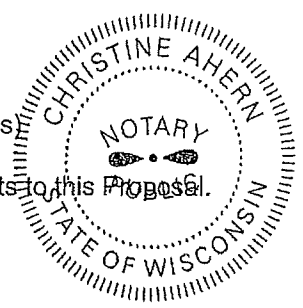
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Parisi Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

[Signature]  
SIGNATURE  
president  
TITLE, IF ANY

Sworn and subscribed to before me this 15 day of September, 2022.

Christine Aherne  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 12/4/2022  
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8691 – Parisi Construction, LLC

**Section E: Bidder's Acknowledgement**

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) \*

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Wednesday proceeding the bid due date shall include a provision extending the bid due date.

**Addendum Acknowledgement**

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

- Addendum 1\*
- Addendum 2\*
- Addendum 3
- Addendum 4
- Addendum 5
- Addendum 6



## Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (BVC).

### Best Value Contracting

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

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

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

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

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

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

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

**EAST-WEST BUS RAPID TRANSIT EARLY WORKS**

CONTRACT NO. 8691

DATE: 9/15/22

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal</b>			
201.0120 - Clearing - ID	276.00	\$110.00	\$30,360.00
201.0220 - Grubbing - ID	276.00	\$28.00	\$7,728.00
204.0100 - Removing Concrete Pavement - SY	2920.00	\$11.25	\$32,850.00
204.0110 - Removing Asphaltic Surface - SY	240.00	\$14.75	\$3,540.00
204.0115 - Removing Asphaltic Surface Butt Joints - SY	39.00	\$64.00	\$2,496.00
204.0120 - Removing Asphaltic Surface Milling - SY	831.00	\$64.00	\$53,184.00
204.0150 - Removing Curb & Gutter - LF	310.00	\$11.25	\$3,487.50
204.0155 - Removing Concrete Sidewalk - SY	1534.00	\$15.75	\$24,160.50
204.0185 - Removing Masonry - CY	1.20	\$1,200.00	\$1,440.00
204.0195 - Removing Concrete Bases - EACH	20.00	\$530.00	\$10,600.00
204.0220 - Removing Inlets - EACH	17.00	\$1,300.00	\$22,100.00
204.0245.01 - Removing Storm Sewer - 12 inch or less - LF	550.00	\$51.00	\$28,050.00
204.0245.03 - Removing Storm Sewer - 18 inch - LF	106.00	\$60.00	\$6,360.00
204.0245.04 - Removing Storm Sewer - 24 inch - LF	21.00	\$61.00	\$1,281.00
209.0300.S - Backfill Course Aggregate Size No. 1 - CY	17.00	\$100.00	\$1,700.00
211.0200 - Prepare Foundation for Concrete Pavement (project) - LS	1.00	\$100.00	\$100.00
213.0100 - Finishing Roadway (project) - EACH	1.00	\$100.00	\$100.00
305.0120 - Base Aggregate Dense 1 1/4-Inch - TON	540.00	\$28.75	\$15,525.00
312.0110 - Select Crushed Material - TON	699.00	\$26.75	\$18,698.25
405.1000 - Stamping Colored Concrete - CY	3.00	\$380.00	\$1,140.00
415.0100 - Concrete Pavement 10-Inch - SY	2940.00	\$130.00	\$382,200.00
416.0170 - Concrete Driveway 7-Inch - SY	124.00	\$10.75	\$1,333.00
416.0610 - Drilled Tie Bars - EACH	784.00	\$15.00	\$11,760.00
416.0620 - Drilled Dowel Bars - EACH	269.00	\$28.50	\$7,666.50
450.4000 - HMA Cold Weather Paving - TON	122.00	\$10.50	\$1,281.00
455.0605 - Tack Coat - GAL	57.00	\$6.40	\$364.80
460.2000 - Incentive Density HMA Pavement - DOL	79.00	\$1.10	\$86.90
460.6223 - HMA Pavement 3 MT 58-28 S - TON	18.00	\$400.00	\$7,200.00
460.6224 - HMA Pavement 4 MT 58-28 S - TON	138.00	\$530.00	\$73,140.00
465.0120 - Asphaltic Surface Driveways and Field Entrances - TON	3.00	\$260.00	\$780.00
520.8000 - Concrete Collars for Pipe - EACH	25.00	\$580.00	\$14,500.00
601.0452 - Concrete Curb & Gutter Integral 30-Inch Type D - LF	200.00	\$45.25	\$9,050.00
601.0600 - Concrete Curb Pedestrian - LF	26.00	\$150.00	\$3,900.00
602.0410 - Concrete Sidewalk 5-Inch - SF	7916.00	\$10.25	\$81,139.00
602.0420 - Concrete Sidewalk 7-Inch - SF	4070.00	\$15.75	\$64,102.50
602.0515 - Curb Ramp Detectable Warning Field Natural Patina - SF	388.00	\$52.00	\$20,176.00
608.0412 - Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch - LF	603.00	\$120.00	\$72,360.00
608.0418 - Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch - LF	96.00	\$160.00	\$15,360.00
608.0424 - Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch - LF	23.00	\$180.00	\$4,140.00
611.0535 - Manhole Covers Type J-Special - EACH	3.00	\$700.00	\$2,100.00
611.0624 - Inlet Covers Type H - EACH	4.00	\$940.00	\$3,760.00
611.2004 - Manholes 4-FT Diameter - EACH	3.00	\$3,200.00	\$9,600.00
611.2005 - Manholes 5-FT Diameter - EACH	1.00	\$3,300.00	\$3,300.00
611.3004 - Inlets 4-FT Diameter - EACH	3.00	\$3,200.00	\$9,600.00
611.3230 - Inlets 2x3-FT - EACH	15.00	\$2,800.00	\$42,000.00
611.8110 - Adjusting Manhole Covers - EACH	20.00	\$480.00	\$9,600.00
611.8115 - Adjusting Inlet Covers - EACH	13.00	\$580.00	\$7,540.00
611.9710 - Salvaged Inlet Covers - EACH	15.00	\$960.00	\$14,400.00
612.0106 - Pipe Underdrain 6-Inch - LF	288.00	\$13.75	\$3,960.00
612.0206 - Pipe Underdrain Unperforated 6-Inch - LF	150.00	\$13.00	\$1,950.00
619.1000 - Mobilization - EACH	1.00	\$310,000.00	\$310,000.00

**EAST-WEST BUS RAPID TRANSIT EARLY WORKS**

CONTRACT NO. 8691

DATE: 9/15/22

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
624.0100 - Water - MGAL	70.00	\$38.00	\$2,660.00
625.0100 - Topsoil - SY	1799.00	\$8.30	\$14,931.70
628.1905 - Mobilizations Erosion Control - EACH	9.00	\$320.00	\$2,880.00
628.1910 - Mobilizations Emergency Erosion Control - EACH	10.00	\$370.00	\$3,700.00
628.2006 - Erosion Mat Urban Class I Type A - SY	1809.00	\$4.20	\$7,597.80
628.6505 - Soil Stabilizer Type A - ACRE	0.36	\$1,100.00	\$396.00
628.7015 - Inlet Protection Type C - EACH	79.00	\$95.00	\$7,505.00
629.0205 - Fertilizer Type A - CWT	0.20	\$3,200.00	\$640.00
629.0210 - Fertilizer Type B - CWT	1.13	\$420.00	\$474.60
630.0140 - Seeding Mixture No. 40 - LB	33.00	\$31.75	\$1,047.75
630.0500 - Seed Water - MGAL	15.00	\$110.00	\$1,650.00
632.0101.02 - Trees (Kentucky Coffee Tree, B&B, 2 1/2-IN) - EACH	2.00	\$740.00	\$1,480.00
632.0101.03 - Trees (Shademaster Thornless Honey Locust, B&B, 2 1/2-	2.00	\$740.00	\$1,480.00
632.0101.07 - Trees (New Horizon Elm, B&B, 2-IN) - EACH	5.00	\$740.00	\$3,700.00
632.0101.08 - Trees (American Sentry Linden, B&B, 2-IN) - EACH	2.00	\$740.00	\$1,480.00
632.0101.09 - Trees (State Street Miyabe Maple, B&B, 2-IN) - EACH	4.00	\$740.00	\$2,960.00
632.0101.10 - Trees (Early Glow Buckeye, B&B, 2-IN) - EACH	4.00	\$740.00	\$2,960.00
632.9101 - Landscape Planting Surveillance and Care Cycles - EACH	19.00	\$530.00	\$10,070.00
638.2102 - Moving Signs Type II - EACH	25.00	\$110.00	\$2,750.00
638.2602 - Removing Signs Type II - EACH	6.00	\$64.00	\$384.00
642.5401 - Field Office Type D - EACH	1.00	\$28,000.00	\$28,000.00
643.0300 - Traffic Control Drums - DAY	259.00	\$5.30	\$1,372.70
643.0410 - Traffic Control Barricades Type II - DAY	140.00	\$5.30	\$742.00
643.0420 - Traffic Control Barricades Type III - DAY	210.00	\$5.30	\$1,113.00
643.0705 - Traffic Control Warning Lights Type A - DAY	336.00	\$0.25	\$84.00
643.0715 - Traffic Control Warning Lights Type C - DAY	259.00	\$0.10	\$25.90
643.0800 - Traffic Control Arrow Boards - DAY	119.00	\$26.50	\$3,153.50
643.0900 - Traffic Control Signs - DAY	336.00	\$3.20	\$1,075.20
643.1000 - Traffic Control Signs Fixed Message - SF	240.00	\$31.75	\$7,620.00
643.1050 - Traffic Control Signs PCMS - DAY	119.00	\$47.00	\$5,593.00
643.5000 - Traffic Control - EACH	1.00	\$26,500.00	\$26,500.00
644.1410 - Temporary Pedestrian Surface Asphalt - SF	1440.00	\$15.75	\$22,680.00
644.1420 - Temporary Pedestrian Surface Plywood - SF	1440.00	\$7.60	\$10,944.00
644.1430 - Temporary Pedestrian Surface Plate - SF	1440.00	\$9.60	\$13,824.00
644.1601 - Temporary Pedestrian Curb Ramp - DAY	140.00	\$16.00	\$2,240.00
644.1810 - Temporary Pedestrian Barricade - LF	2000.00	\$8.50	\$17,000.00
645.0112 - Geotextile Type DF Schedule B - SY	238.00	\$6.00	\$1,428.00
646.1020 - Marking Line Epoxy 4-Inch - LF	30.00	\$6.40	\$192.00
646.1545 - Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch - LF	1513.00	\$12.75	\$19,290.75
646.5020 - Marking Arrow Epoxy - EACH	1.00	\$320.00	\$320.00
646.5220 - Marking Symbol Epoxy - EACH	11.00	\$190.00	\$2,090.00
646.7405 - Marking Crosswalk Paint Transverse Line 6-Inch - LF	38.00	\$13.75	\$522.50
646.7420 - Marking Crosswalk Epoxy Transverse Line 6-Inch - LF	868.00	\$13.75	\$11,935.00
646.8120 - Marking Curb Epoxy - LF	971.00	\$9.50	\$9,224.50
646.9200 - Marking Removal Line Wide - LF	189.00	\$5.30	\$1,001.70
649.0105 - Temporary Marking Line Paint 4-Inch - LF	8500.00	\$0.35	\$2,975.00
650.4000 - Construction Staking Storm Sewer - EACH	21.00	\$240.00	\$5,040.00
650.5000 - Construction Staking Base - LF	2350.00	\$1.60	\$3,760.00
650.5500 - Construction Staking Curb Gutter and Curb & Gutter - LF	281.00	\$17.75	\$4,987.75
650.7000 - Construction Staking Concrete Pavement - LF	2089.00	\$5.60	\$11,698.40
650.9000 - Construction Staking Curb Ramps - EACH	34.00	\$430.00	\$14,620.00
652.0225 - Conduit Rigid Nonmetallic Schedule 40 2-Inch - LF	1148.00	\$15.50	\$17,794.00

**EAST-WEST BUS RAPID TRANSIT EARLY WORKS**

CONTRACT NO. 8691  
 DATE: 9/15/22

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
652.0235 - Conduit Rigid Nonmetallic Schedule 40 3-Inch - LF	58.00	\$21.50	\$1,247.00
652.0325 - Conduit Rigid Nonmetallic Schedule 80 2-Inch - LF	914.00	\$19.00	\$17,366.00
652.0335 - Conduit Rigid Nonmetallic Schedule 80 3-Inch - LF	202.00	\$26.25	\$5,302.50
652.0605 - Conduit Special 2-Inch - LF	327.00	\$36.25	\$11,853.75
652.0615 - Conduit Special 3-Inch - LF	572.00	\$40.00	\$22,880.00
652.0700.S - Install Conduit into Existing Item - EACH	17.00	\$1,200.00	\$20,400.00
652.0900 - Loop Detector Slots - LF	1340.00	\$46.50	\$62,310.00
653.0900 - Adjusting Pull Boxes - EACH	7.00	\$750.00	\$5,250.00
653.0905 - Removing Pull Boxes - EACH	3.00	\$500.00	\$1,500.00
654.0120 - Concrete Bases Type 10-Special - EACH	2.00	\$10,800.00	\$21,600.00
655.0230 - Cable Traffic Signal 5-14 AWG - LF	630.00	\$2.80	\$1,764.00
655.0240 - Cable Traffic Signal 7-14 AWG - LF	1220.00	\$3.20	\$3,904.00
655.0260 - Cable Traffic Signal 12-14 AWG - LF	1700.00	\$4.90	\$8,330.00
655.0515 - Electrical Wire Traffic Signals 10 AWG - LF	2340.00	\$2.40	\$5,616.00
655.0620 - Electrical Wire Lighting 8 AWG - LF	4647.00	\$1.80	\$8,364.60
655.0630 - Electrical Wire Lighting 4 AWG - LF	13344.00	\$2.70	\$36,028.80
655.0700 - Loop Detector Lead In Cable - LF	6910.00	\$1.90	\$13,129.00
655.0800 - Loop Detector Wire - LF	4540.00	\$1.30	\$5,902.00
658.0500 - Pedestrian Push Buttons - EACH	8.00	\$600.00	\$4,800.00
678.0300 - Fiber Optic Splice - EACH	796.00	\$76.00	\$60,496.00
690.0150 - Sawing Asphalt - LF	537.00	\$1.90	\$1,020.30
690.0250 - Sawing Concrete - LF	3830.00	\$2.50	\$9,575.00
715.0720 - Incentive Compressive Strength Concrete Pavement - DOL	824.00	\$1.00	\$824.00
SPV.0035.002 - Excavation, Hauling, Segregation, and Disposal of	50.00	\$130.00	\$6,500.00
SPV.0060.001 - Construction Staking Sidewalk - EACH	10.00	\$270.00	\$2,700.00
SPV.0060.201 - Install Electrical Pull Box Type I - EACH	16.00	\$1,100.00	\$17,600.00
SPV.0060.202 - Install Electrical Pull Box Type III - EACH	2.00	\$890.00	\$1,780.00
SPV.0060.204 - Concrete Bases Type G - EACH	5.00	\$1,600.00	\$8,000.00
SPV.0060.205 - Concrete Bases Type LB-3 - EACH	2.00	\$2,100.00	\$4,200.00
SPV.0060.206 - Concrete Bases Type LB-8 - EACH	3.00	\$3,500.00	\$10,500.00
SPV.0060.220 - Install Traffic Signal Heads 12-Inch 3-Section - EACH	26.00	\$390.00	\$10,140.00
SPV.0060.224 - Install Traffic Signal Heads 16-Inch Pedestrian With	14.00	\$390.00	\$5,460.00
SPV.0060.225 - Install Backplates Signal Face 3-Section 12-Inch - EACH	26.00	\$200.00	\$5,200.00
SPV.0060.242 - Install Lighting Assembly Type III - EACH	10.00	\$1,200.00	\$12,000.00
SPV.0060.243 - Removing Street Lighting Assembly - EACH	6.00	\$1,600.00	\$9,600.00
SPV.0060.244 - Install Lighting Assembly Type III Pole - EACH	9.00	\$1,000.00	\$9,000.00
SPV.0060.245 - Concrete Bases Type LB-SP - EACH	9.00	\$2,100.00	\$18,900.00
SPV.0060.246 - Install Electrical Pull Box Type VII - EACH	4.00	\$2,000.00	\$8,000.00
SPV.0060.247 - Install Pole 20-Foot 7 Gauge (Green) - EACH	3.00	\$1,600.00	\$4,800.00
SPV.0060.248 - Install Pole 30-Foot 7 Gauge Single Mount (Green) -	1.00	\$1,600.00	\$1,600.00
SPV.0060.249 - Install Traffic Signal Standards Aluminum 13-FT (Green) -	5.00	\$640.00	\$3,200.00
SPV.0060.253 - Install Traffic Signal Trombone Arm 20-Foot (Green) -	1.00	\$450.00	\$450.00
SPV.0060.255 - Install Traffic Signal Trombone Arm 25-Foot (Green) -	1.00	\$450.00	\$450.00
SPV.0060.256 - Install Pedestal Bases (Green) - EACH	5.00	\$410.00	\$2,050.00
SPV.0060.260 - Salvage and Reinstall EVP Detector - EACH	4.00	\$2,900.00	\$11,600.00
SPV.0060.262 - Salvage and Reinstall Gridsmart Detection Camera -	3.00	\$8,800.00	\$26,400.00
SPV.0060.268 - Install Electrical Pull Box Type X - EACH	1.00	\$2,700.00	\$2,700.00
SPV.0060.269 - Salvage and Reinstall Pedestrian Push Button - EACH	2.00	\$860.00	\$1,720.00
SPV.0060.270 - Install Traffic Signal Trombone Arm 12-Foot (Green) -	2.00	\$430.00	\$860.00
SPV.0060.501 - Tree Protection - EACH	15.00	\$210.00	\$3,150.00
SPV.0060.502 - Tree Grates - EACH	2.00	\$5,200.00	\$10,400.00
SPV.0060.609 - Relocate Hydrant - EACH	3.00	\$5,900.00	\$17,700.00

**EAST-WEST BUS RAPID TRANSIT EARLY WORKS**

CONTRACT NO. 8691

DATE: 9/15/22

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
SPV.0060.611 - Inlet Cover R-1878-B7G - EACH	2.00	\$1,000.00	\$2,000.00
SPV.0060.612 - Madison Standard Saddled Inlet Type II - EACH	1.00	\$11,300.00	\$11,300.00
SPV.0060.613 - Adjust Water Valve - EACH	13.00	\$380.00	\$4,940.00
SPV.0090.001 - Concrete Curb & Gutter 30-Inch Type A Special - LF	2306.00	\$33.50	\$77,251.00
SPV.0090.002 - Concrete Curb & Gutter 18-Inch Type A Special - LF	32.00	\$100.00	\$3,200.00
SPV.0090.008 - Cold Weather Protection of Concrete Curb & Gutter	2566.00	\$1.30	\$3,335.80
SPV.0090.009 - Concrete Curb & Gutter 30-Inch Type X Special - LF	17.00	\$100.00	\$1,700.00
SPV.0090.101 - Pavement Marking Epoxy Continental Crosswalk 18-Inch -	168.00	\$18.00	\$3,024.00
SPV.0090.102 - Pavement Marking Epoxy Stop Line 24-Inch - LF	152.00	\$24.50	\$3,724.00
SPV.0090.202 - Electrical Wire Lighting 14-3 UF Grounded - LF	8.00	\$3.20	\$25.60
SPV.0090.204 - Conduit HDPE Directional Bore 1-Duct 3-Inch - LF	966.00	\$54.00	\$52,164.00
SPV.0090.208 - Furnish and Install Fiber Optic Cable Outdoor 288-CT - LF	393.00	\$15.75	\$6,189.75
SPV.0090.606 - PVC Pipe 18-inch - LF	8.00	\$250.00	\$2,000.00
SPV.0105.226 - Temporary Traffic Signal (Livingston) - LS	1.00	\$90,350.00	\$90,350.00
SPV.0105.227 - Removing Traffic Signals (Livingston) - LS	1.00	\$12,300.00	\$12,300.00
SPV.0105.228 - Temporary Traffic Signal (Fourth Early Works) - LS	1.00	\$90,350.00	\$90,350.00
SPV.0105.229 - Removing Traffic Signals (Fourth Early Works) - LS	1.00	\$12,300.00	\$12,300.00
SPV.0105.230 - Salvage and Reinstall Monotubes - LS	1.00	\$20,900.00	\$20,900.00
SPV.0105.251 - Salvage and Reinstall Bus Signal - LS	1.00	\$2,300.00	\$2,300.00
SPV.0105.257 - Temporary Street Lighting Early Works - LS	1.00	\$37,400.00	\$37,400.00
SPV.0105.259 - Install Signal Mounting Hardware (Livingston) - LS	1.00	\$7,200.00	\$7,200.00
SPV.0105.260 - Install Signal Mounting Hardware (Fourth Early Works) -	1.00	\$7,200.00	\$7,200.00
SPV.0165.003 - Cold Weather Protection of Concrete Sidewalk & Drive	11480.00	\$1.40	\$16,072.00
SPV.0180.001 - Cold Weather Protection of Concrete Pavement	2940.00	\$7.70	\$22,638.00
650.8500 - CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS	1.00	\$10,400.00	\$10,400.00
650.9910 - CONSTRUCTION STAKING SUPPLEMENTAL CONTROL	1.00	\$8,500.00	\$8,500.00
181 Items	Totals		\$2,827,730.80



Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer  
 City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

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

**BIENNIAL BID BOND**

Paris Construction, LLC  
 (a corporation of the State of WI )  
 (individual), (partnership), (hereinafter referred to as the "Principal") and  
 Western Surety Company

\_\_\_\_\_ a corporation of the State of SD (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 January 11, 2022 through January 10, 2024.

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**

Paris Construction, LLC  
COMPANY NAME AFFIX SEAL

January 13, 2021  
DATE

By: [Signature]  
SIGNATURE AND TITLE  
president

**SURETY**

Western Surety Company  
COMPANY NAME AFFIX SEAL

January 11, 2022  
DATE

By: [Signature]  
SIGNATURE AND TITLE  
Trudy A. Szalewski, Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 11, 2022  
DATE

[Signature]  
AGENT SIGNATURE Trudy A. Szalewski

10700 Research Drive - #450  
ADDRESS

Milwaukee, WI 53226  
CITY, STATE AND ZIP CODE

414-225-5394  
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.



## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) 1/11/2022 to 1/10/2024
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Parisi Construction, LLC
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

January 13, 2022

DATE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.

WESTERN SURETY COMPANY

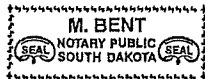


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11<sup>th</sup> day of January 2022



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## SECTION H: FEDERAL AND LOCAL CERTIFICATIONS

The following Certifications and forms must be executed and submitted at the time of the bid submission:

1. **AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS - (Include in all bids)**

I hereby declare and affirm under the penalty for perjury:

A. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation (if the Bidder is a corporation or limited liability company);

B. That the attached Bid have been arrived at by the Bidder independently and have been submitted without collusion or sham [fraud] and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent proposing or competition;

C. That the contents of the Bid have not been communicated, directly or indirectly, by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety or any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the proposal(s); and

D. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNATURE



NAME

Robert Endres

TITLE

president

FIRM NAME

Parisj Construction LLC

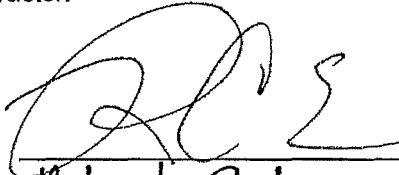
DATE

September 15, 2022

2. OVERALL FEDERAL REGULATION COMPLIANCE

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1F, as amended, and outlined in "USDOT/FTA Terms and Conditions", are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract with the successful Bidder. The successful Bidder shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests which would cause the City of Madison to be in violation of USDOT/FTA or Wisconsin Department of Transportation grant terms and conditions. The successful Bidder shall ensure that any proposed subcontractors have been determined to meet the same standards of responsibility applicable to the prime contractor.

SIGNATURE



NAME

Robert Endres

TITLE

president

FIRM NAME

Parisi Construction LLC

DATE

September 15, 2022

3. COMPLIANCE WITH SPECIFICATIONS/SCOPE OF WORK - (Include in all bids)

The Bidder hereby certifies that it will comply with the specifications/scope of work issued by the City of Madison, WI. The Bidder warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (check one ONLY):

A.  The Bidder hereby states that it will comply with the specifications/scope of work in all areas. (This means that there are no exceptions to the City's specifications/scope of work, no matter how minor. If you have any doubts, check paragraph C or call the Procuring Agency, for assistance.)

B.  The Bidder hereby states that it will comply with the specifications/scope of work in all areas except those where requests for clarification were approved by the City prior to Bid submission.

C.  The Bidder hereby states that it will comply with the specifications/scope of work in all areas except those noted in its response as not being granted by the City in the requests for clarification process. The Bidder understands that those exceptions to the specifications/scope of work may be considered not responsive and may be rejected by the City.

SIGNATURE



NAME

Robert Endres

TITLE

president

FIRM NAME

Parisi Construction LLC

DATE

September 15, 2022

6. DBE APPROVAL CERTIFICATION

The Bidder hereby certifies that it will not discriminate on the basis of race, color, national origin, religion, sex, age or disability in awarding a subcontract, and that it will take reasonable and necessary steps to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs, including 49 CFR 26.13, will have the opportunity to participate in the performance of this Bid. Furthermore, the Bidder certifies that its goals have not been disapproved by the Federal Transit Administration.

SIGNATURE



NAME

Robert Endres

TITLE

president

FIRM NAME

Parisj Construction LLC

DATE

September 15, 2022

9. VENDOR DATA SHEET

A. LIST THE PERSON THE CITY CAN CONTACT IF THERE ARE QUESTIONS ABOUT YOUR PROPOSAL.

Name Craig Glinski  
Address 508 S Nine Mound Rd  
City Verona State WI Zip + 4 53593  
Phone 608 848 5991 FAX 608 848 5992 E-mail cglinski@walbecgroup.com

B. LIST THE PERSON RESPONSIBLE FOR REQUIRED AFFIRMATIVE ACTION INFORMATION.

Name Christine Ahern  
Address 508 S. Nine Mound Rd  
City Verona State WI Zip + 4 53593  
Phone 608 848 5991 FAX 608 848 5992 E-mail cahern@walbecgroup.com

C. LIST THE PERSON RESPONSIBLE FOR INVOICES & PREVAILING WAGE DOCUMENTATION.

Name Christine Ahern  
Address 508 S. Nine Mound Rd  
City Verona State WI Zip + 4 53593  
Phone 608 848 5991 FAX 608 848 5992 E-mail cahern@walbecgroup.com

D. LIST THE PERSON RESPONSIBLE FOR THE MONTHLY PROGRESS REPORTS, if required.

Name Christine Ahern  
Address 508 S. Nine Mound Rd  
City Verona State WI Zip + 4 53593  
Phone 608 848 5991 FAX 608 848 5992 E-mail cahern@walbecgroup.com




**10. BUY AMERICA CERTIFICATION (Steel or Manufactured Products, except Rolling Stock)**

**NOTE: Only fill in one (1) of the following Buy America Certification forms.**

**Certificate of Compliance**

The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(1), and the applicable regulations of 49 C.F.R. 661.

Signature:   
Name & Title: Robert Endres, president  
Company Name: Parisi Construction LLC  
Date: September 15, 2022

**Certificate of Non-Compliance**

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception to the requirements pursuant to 49 U.S.C. Sections 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Signature: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Applicable, list the "exemption" qualifications accepted by FTA:

## SECTION I: PROCUREMENT PROTEST PROCEDURE

In response to Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," it is Metro Transit's policy to consider all protests or objections regarding the award of a contract, whether submitted before or after award. Furthermore, this procedure shall be included or referenced in all solicitation documents. If referenced, the procedure shall be provided immediately upon request, barring copying restrictions.

### PROTESTS

Any protests by an interested party i.e., Offeror or adversely affected sub-contractor; regarding this procurement shall be made in accordance with the procedures listed below. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F. Allegations of violations of certain federal requirements may require the use of a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 26 (Section 26.101).

Failure to comply with the procedures listed below, will render a protest untimely and/or inadequate and shall result in its rejection.

### Pre-award Protest Procedure

In all cases, the services, equipment, parts, or materials furnished under a contract shall fully comply with the plans, specifications, and scope of services attached to the request for proposals.

All pre-proposal or pre-award protests by interested parties, based upon restrictive or unclear scopes of work, the procurement process, alleged improprieties, or similar situations shall be received by Metro Transit, in writing, at the physical address and/or email address listed in the solicitation document. If the protest is made orally, timely written confirmation of the protest shall be required. Any protest must be fully supported with technical data or other pertinent information as evidence. Metro Transit will not consider a protest, if it is insufficiently supported or if Metro Transit does not receive it within the specified time limits. All Pre-award Protests shall be submitted within fifteen business (15) days prior to the Bid /Proposal Due Date.

With respect to any Pre-award Protest considered by Metro Transit, the Project Administrator will respond in detail to each substantive issue raised. This written response will be postmarked or transmitted at least five (5) business days prior to the bid/proposal due date.

### Pre-award Protests Appeals Procedure

An Offeror or an adversely affected subcontractor is eligible to file an appeal from the decision of Metro Transit's Project Administrator. All appeals shall be filed, in writing, not more than five (5) business days from the date of determination, by 4:30 PM local time, with the Transit Finance Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778. At minimum, the appeal shall include the name and address of the appellant; the email, telephone, and FAX numbers of the appellant; the action, which is the subject of the appeal; the reason for the protest; and a statement of the remedy sought.

With respect to any protest considered by Metro Transit, the Transit Finance Manager will respond in detail to each substantive issue raised. Metro Transit's final decision on the appeal of a pre-award protest will be postmarked or transmitted within ten (10) business days after the filing of the pre-award protest appeal.

### Award Protest Procedure

An Offeror or an adversely affected subcontractor may protest the selected, responsible Offeror designation of any individual or organization by Metro Transit. All protests shall be filed, in writing, within five (5) business days of the bid award, by 4:30 PM local time, with the Transit General Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778.

At a minimum, the protest shall include the name and address of the protesting party; the email, telephone, and FAX numbers of the protesting party; the action, which is the subject of the protest; the reason for the protest; and a statement of the remedy sought. The letter should include all information available to the protestor relevant to a determination of whether the protested party is in fact the selected, responsible Offeror. The protest should be specific. Metro Transit will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

The Transit General Manager shall determine, on the basis of information provided by the protestor, whether there is reason to believe that the protested party should not have been awarded the contract.

If the Transit General Manager determines that there is no reason to believe that the protested party should not have been awarded the contract, Metro Transit shall so inform the protestor in writing. In this letter, Metro Transit shall respond, at least generally, to each material issue raised in the protest.

If the Transit General Manager determines that there is reason to believe that the protested party should not have been awarded the contract, Metro Transit shall begin a proceeding to re-evaluate the bid/proposal award.

Metro Transit shall notify all involved or affected Offerors, in writing, that the contract award has been protested. The notice may identify the protesting party and summarize the grounds for protest. The notice shall also require the protested party to provide Metro Transit, within a reasonable period of time, any information necessary to permit Metro Transit to evaluate the protested party's designation as the selected, responsible Offeror.

The Transit General Manager shall evaluate the information available and make a determination. Metro Transit shall notify the parties of this determination in writing, within ten (10) business days of the conclusion of the determination, setting forth the reason for the determination.

In the event the Transit General Manager determines that the protested party should not have been awarded the contract, Metro Transit, at its discretion, may re-evaluate the evaluation process with the remaining Offerors or re-announce the RFP.

### Award Protest Appeals Procedure

Any aggrieved person who was a party to the above award protest, or any person who possesses a direct financial interest in the determination, is eligible to file an appeal.

All appeals from the decision of an award protest should be filed, in writing, within five (5) business days of the date of determination, during normal working hours, with the City Finance Director, City of Madison, 210 Martin Luther King Jr. Blvd., Room 406, Madison, WI. 53710 or FAX 608/267/8705.

At minimum, the appeal shall include the name and address of the appellant; the telephone and FAX numbers of the appellant; the action which is the subject of the appeal; the specific reason for the appeal; a statement of the remedy sought; and a copy of Metro Transit's determination. The City Finance Director will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

Upon receipt of an appeal, the Finance Director shall fix a place, date, time, and designated officer to investigate the appeal, which shall be within five (5) business days of the date of receipt of the appeal.

The designated officer shall serve notice in writing, by telephone, or by other satisfactory means, to inform the parties of any information needed from them in order to respond to the appeal.

Within ten (10) business days of the conclusion of the review, the City Finance Director shall prepare a factual summary of the review and a final determination. In the report, all material issues raised in the protest shall be addressed in detail. This report shall be delivered to Metro Transit, with copies to the parties. This determination shall be final.

#### FTA Oversight

FTA will only review protests that allege failure of the City of Madison (Metro Transit) to have written protest procedures or failure to follow such procedures, or its failure to review a complaint or protest; or violation of Federal Law or regulations. A protest to the USDOT/FTA must be filed in accordance with FTA Circular 4220.1F currently in effect or amended time to time.

Alleged violations on other grounds, to the extent that they are justifiable, are under the jurisdictions of the appropriate federal, state or local administrative or judicial authorities. A concurrent copy of the protest must be sent to Madison Metro Transit.

The USDOT/FTA's remedy for City's failure to have written protest procedures or failure to follow such procedure is limited to requiring the City of Madison (Metro Transit) to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue if Metro Transit desires USDOT/FTA financial participation in the contract in question.

Appellants shall file a protest with the USDOT/FTA not later than five (5) business days after the appellant knows or has reason to know of the violation.

In general, the protest filed must include the name and address of the appellant; identify Metro Transit, the project (grant) number, and the number of the contract solicitation; contain a statement of the grounds for the protest and any supporting documentation; and a copy of the local protest filed with the City of Madison and a copy of City's decision, if any.

#### Post-Award Procedure

The City of Madison shall not award a contract for five (5) business days following its decision on a procurement protest or if a protest has been filed with the FTA, during the pendency of that protest, unless Madison Metro Transit has determined that:

1. The items or services to be contracted for are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the Madison Metro Transit or the Federal Government.

In the event that City of Madison (Metro Transit) determines that the award is to be made during the five (5) business day period following the local protest decision or the pendency of a protest, the project file shall be documented by Metro Transit, explaining the basis for the award. In addition, Metro Transit shall notify the FTA prior to making such an award. Written notice of the decision to proceed with the award shall also be sent to the protester and all other interested or aggrieved parties, including the selected Offeror.

## SECTION J: AGREEMENT

THIS AGREEMENT made this 12th day of October in the year Two Thousand and Twenty-Two between **PARISI CONSTRUCTION, LLC** 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 **OCTOBER 11, 2022**, 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, this Agreement, and the Federal Funding Compliance Requirements set forth in Addendum A to this Agreement; 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:

### **EAST-WEST BUS RAPID TRANSIT EARLY WORKS CONTRACT NO. 8691**

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 **TWO MILLION EIGHT HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY AND 80/100 (\$2,827,730.80)** 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 tenthousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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



**EAST-WEST BUS RAPID TRANSIT EARLY WORKS  
CONTRACT NO. 8691**

IN WITNESS WHEREOF, the Contractor has hereunto set their 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:

**PARISI CONSTRUCTION, LLC**

<u>Christine Alena</u>	<u>9/22/2022</u>	<u>PARISI CONSTRUCTION, LLC</u>	<u>9/22/2022</u>
Witness	Date	Company Name	Date
<u>[Signature]</u>	<u>9/22/2022</u>	<u>[Signature]</u>	<u>9/22/2022</u>
Witness	Date	President	Date
		<u>[Signature]</u>	<u>9/22/2022</u>
		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] 10/20/2022  
Finance Director Date

[Signature] 10/20/22  
City Attorney Date

[Signature] 10/21/22  
Witness Date

[Signature] 10/21/2022  
Mayor Date

[Signature] 10-19-2022  
Witness Date

[Signature] 10/19/2022  
City Clerk Date

**SECTION K: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **PARISI CONSTRUCTION, LLC** as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION EIGHT HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY AND 80/100 (\$2,827,730.80)** 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:

**EAST-WEST BUS RAPID TRANSIT EARLY WORKS  
CONTRACT NO. 8691**

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 12th day of October, 2022

Countersigned:

Christine Aho

Witness

Secretary

Approved as to form:

Michael Heay

City Attorney

**PARISI CONSTRUCTION, LLC**

Company Name (Principal)

RCL

President

Seal

**Western Surety Company**

Surety

Seal

Salary Employee

Commission

By

Roxanne Jensen

Attorney-in-Fact

Roxanne Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9042226 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October, 12, 2022

Date

Roxanne Jensen

Agent Signature

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12<sup>th</sup> day of October 2022



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## ADDENDUM A TO AGREEMENT: FEDERAL FUNDING COMPLIANCE REQUIREMENTS

The Contract will be funded by several different funding sources, including federal funding as follows: grant funding as a Small Starts project through the Capital Investment Grants program of the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act under 49 USC §5309; Bus and Bus Facilities Grant Program funding under 49 USC §5339; Urbanized Area Formula Program funding under 49 USC §5307; State of Good Repair Grant Program funding under 49 USC §5337; American Rescue Plan Act of 2021; and federal earmarks. Additional federal funding sources may arise during the term of the Contract. Due to these federal funding sources, Contractor agrees to comply with applicable federal requirements, and follow applicable federal guidance as applicable. In addition, the following federal funding compliance requirements, set forth in this Addendum A, are incorporated into and made a part of this Agreement:

1. Notice to Contractor; Changes in Applicable Federal Law.
  - a. Federal requirements that apply to the City, this Contract, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the City's underlying agreements with the United States, including information incorporated by reference and made part of any such agreements; and
  - b. Applicable changes to those federal requirements will apply to this Contract and any subcontracts entered into by Contractor.
2. Incorporation of FTA Terms.
  - a. The provisions in this Addendum include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests, which would cause the City of Madison to be in violation of the USDOT/FTA terms and conditions.
  - b. The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (29) dated February 2022, between the City and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.
  - c. These grant agreements and FTA Circular 4220.1F, "Third Party Contracting," are available for examination at the Office of the Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052, 608/267-8766 (voice), 608/267-8778 (fax) or jschiller@cityofmadison.com.
3. Changes to Federal Requirements.
  - a. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

4. No Federal Government Obligation to Third Parties.

- a. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to City, Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. Government-Wide Debarment and Suspension.

- a. In accordance with Executive Order 12549, as implemented by 49 CFR Part 29, a person (as defined in 49 CFR Part 49.105) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. As a participant in a federally assisted primary covered transaction (grant recipient), the City is required to obtain a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" from all lower tier participants on this Contract whose contract or agreement will exceed \$25,000. Contractor will submit for itself and obtain and submit from all consultants and subcontractors whose contracts will exceed \$25,000 the certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" Any contract or subcontract executed without such certification will be voidable by the City.
- b. In the event that Contractor has certified prior to award that it is not debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Contract may be cancelled, terminated or suspended by the City and Contractor will be liable for any and all damages incurred by the City as a result of such cancellation, termination or suspension because of such false certification.
- c. Contractor will ensure that certifications completed by subcontractors, lower tier subcontractors or suppliers are attached to and incorporated into their subcontracts or agreements.

6. Ethics.

- a. Prohibited Interest. The Contractor guarantees that no employee, officer, or agent of the City during his or her tenure or one (1) year thereafter has any interest, direct or indirect, in this contract or the proceeds thereof. Such a conflict would also arise when any employee, officer or agent's family member or partner or organization that employs, or is about to employ any of the above, has a financial or other interest in the Contractor selected for award.
- b. Interest of Members of or Delegates to Congress. The Contractor guarantees that he or she has not offered or given to any member of, or delegate to the Congress of the United States, any share or part of this contract or to any benefit arising therefrom.
- c. Covenant Against Gratuities. The Contractor guarantees that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, officer or agent of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the proposal or proposed contract.

- d. Collusive Agreements. The Contractor guarantees that the Contract submitted is not a product of collusion with any other Contractor and no effort has been made to fix any overhead, profit or cost element of any Contract price.

7. Anti-Lobbying.

- a. In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, et seq.], contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.
- b. Contractor will submit for itself the form entitled "Certification of Restrictions on Lobbying" and if applicable, the form entitled "Disclosure of Lobbying", and obtain and retain from all consultants and subcontractors whose contracts will exceed \$100,000 the certification entitled "Certification of Restrictions on Lobbying", and obtain from all consultants and subcontractors, at any tier, whose agreements will exceed \$100,000, and submit to the City, if applicable, the form entitled "Disclosure of Lobbying". An example of such a form is attached to this Addendum as Attachment 1.
- c. Contractor and its consultants and subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such Contractor, consultants and subcontractors under this Sec. 7. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. Contractor will ensure that certifications completed by lower tier consultants and subcontractors are attached to and incorporated into their contracts or agreements.

8. False Statements or Claims.

- a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious,

or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- b. Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate. Contractor also agrees to include the terms of this Sec. 8 in each consultant contract and subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the consultants and subcontractors who will be subject to the provisions.

9. Government Access to Records and Reports.

- a. In accordance with 49 CFR §18.36(i), Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR §633.17, to provide the FTA Administrator or his/her authorized representatives, including any Project Management Oversight Contractor ("PMOC"), access to Contractor's records and work sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving Federal financial assistance through the programs defined at 49 U.S.C §5307, 5309 or 5311.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- d. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees to the requirements of this Section 9. The term "subcontractor" as used in this clause excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

10. Civil Rights.

- a. The following requirements apply to this Contract:
  - (1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U. S. C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. §12132, and the Federal law at 49 U.S.C. §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.



- (2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:
- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, creed, age, disability, sex or national origin.
  - (4) Information and Reports. The Contractor shall provide all information and reports required by the Federal Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the USDOT/FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so

certify to the City or to the USDOT/FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Incorporation of Provisions. The Contractor shall include the provisions of this section entitled "Civil Rights" (Section 10) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the USDOT/FTA may direct as a means of enforcing non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the United States.
- (6) Penalties. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the withholding of payments to the Contractor under the contract until the Contractor complies; cancellation, termination or suspension of this Contract; ineligibility for future Contracts; or such other remedy as the City or USDOT/FTA deems appropriate in order to assure compliance with applicable civil rights standards as required by law.

11. Disadvantaged Business Enterprise Participation.

- a. DBE Program. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, and the City's USDOT/FTA approved Disadvantaged Business Enterprise (D.B.E.) Program. The requirements of these programs are incorporated in this Contract by reference.
- b. Participation Goal. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). The City's overall goal for DBE participation is fifteen percent (15%). The DBE commitment for this Agreement is as stated on the DBE Commitment Form executed by Contractor and on file with the City's Department of Civil Rights. If the total Agreement price is increased as a result of change orders (modifications), the Contractor shall make a good faith effort to achieve a commensurate increase in DBE participation.
- c. DBE Obligation. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted Agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph.
- d. DBE Modifications or Substitutions. In the event that Contractor wishes to modify its DBE subcontractor commitments, the Contractor must notify the City DBE Liaison Officer in writing and request approval for the modification. Contractor may not, without City's prior written consent, terminate for convenience any DBE subcontractor approved by City under this Agreement and then perform the work of the subcontract with its own forces. This includes any changes to items of work, material, services or DBE firms which differ from those identified on the DBE Commitment Form on file with the Director of Procurement. When a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE firm. These good faith efforts must be directed at finding another DBE firm

to perform at least the same amount of work under this Agreement as the DBE firm that was terminated or failed to complete its work. Contractor must provide the City with any and all documents and information as may be requested with respect to the requested substitution. If City determines that Contractor failed to make good faith efforts, City will provide the opportunity for administrative reconsideration pursuant to 49 CFR 26.53. As part of this reconsideration, Contractor will have the opportunity to provide written documentation or argument and to meet with a designated City official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. A written decision will be sent to Contractor explaining the basis for finding that Contractor did or did not meet the goal or make adequate good faith efforts to do so.

e. Reporting and Recordkeeping. Contractor shall submit documentation concerning Contractor's performance in meeting the DBE commitment during the period of the Agreement. Contractor shall enter into written agreements with the DBEs listed in its DBE Commitment Form or with substitutes which have been approved by City. Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which it is listed unless the Contractor obtains written consent from City as provided in paragraph (c) above. Unless consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Copies of all executed DBE agreements shall be provided to City's Director of Procurement by Contractor immediately upon execution with a duplicate copy furnished to the City DBE Liaison Officer. In addition thereto, Contractor shall meet the following requirements:

- (1) Submit a work schedule outlining when the DBE subcontractors and material suppliers will commence and complete their services or work under the Agreement within 30 days of Agreement execution.
- (2) Submit monthly reports in a format approved by City detailing progress toward meeting the DBE commitment for this project and proofs of payment to the City DBE Liaison Officer. Monthly claims for payment from Contractor will not be processed without submission of these reports and documentation.
- (3) Promptly notify City of any situation in which any regularly scheduled progress payment is not made to a DBE.
- (4) Not willfully make any false statements or provide incorrect information as part of its reporting and recordkeeping duties and obligations hereunder. The willful making of false statements or providing of incorrect information is considered a material breach of Agreement and shall entitle Owner to all remedies and relief as otherwise provided in the case of a contractual breach in accordance with Article VII of the Agreement.

## 12. Veterans Employment.

a. To the extent practicable, Contractor agrees that it:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its subrecipients will:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

13. Contract Work Hours and Safety Standards Act.

- a. To the extent applicable to the Work provided by Contractor under this Contract, Contractor shall comply with the following:
  - (1) Overtime Requirements. Neither Contractor nor any of its consultants or subcontractors for any part of the Contractor's Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week 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 (40) hours in such work week.
  - (2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements of Paragraph (1), Contractor and any consultant or subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor, consultant or subcontractor shall be liable to the United States 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 Paragraph (1) in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by Paragraph (1).
  - (3) Withholding for Unpaid Wages and Liquidated Damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor, consultant or subcontractor under this Contract or any other Federal contract with Contractor or any other federally assisted agreement subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (1).
  - (4) Consultant and Subcontract Agreements. Contractor shall insert in any consultant contract and subcontract the clause set forth in this Sec. 13 and also a clause requiring the consultants and subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any consultant or subcontractor or lower tier subcontractors with the requirements of this Sec. 13.

14. Davis-Bacon and Copeland Anti-Kickback Acts.

- a. Contractor shall comply with the requirements of the Davis-Bacon Act (as codified at 29 CFR parts 1 et seq.) and the Copeland Anti- Kickback Act (as codified at 29 CFR part 3) ("Acts"), with respect to the payment of wages and fringe benefits to laborers for the Work on the Project, and these Acts are incorporated by reference in this Contract. Contractor

shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. Contractor and its subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) of the Davis-Bacon Act, as follows, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. For the purposes of this Section 14, the "contracting officer" is the City Engineer, or designee. The Federal Wage Decision applicable to this Project is attached as Attachment 2 to Addendum A to the Agreement. Note—the Wage Decision is subject to change and does not lock in until the bid's due date.

b. Minimum Wages:

- (1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (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 29 CFR Part 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 classifications and wage rates conformed under subdivision (2) of this subsection) 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.

(2) Classification.

- (1) The contracting officer shall require 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - iv. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 contracting officer 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 contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (b) or (c) of this subdivision, 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.
- (3) 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.
  - (4) 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.
- (5)
    - (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to

be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, 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 contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (b) or (c) of this subdivision, 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.
- c. Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

d. Payrolls and Basic Records:

(1) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(2)

(a) The Contractor shall submit monthly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

- iii. 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 (b) of this subdivision.
- (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.
- (3) The Contractor or subcontractor shall make the records required under subdivision (1) this subsection available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

e. Apprentices and Trainees:

- (1) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

- (2) 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.
- (3) 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.
- f. 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.
- g. 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 Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- h. 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.

- i. 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.
- j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- k. Certification of Eligibility.
  - (1) 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).
  - (2) 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).
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. Environmental Requirements.

- a. Environmental Protection. The Contractor agrees to comply with and shall assure subcontractors compliance with any applicable standards, orders, and/or requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; the applicable provisions of 23 U.S. §§ 139 and 326; and subsequent Federal environmental protection regulations that may be promulgated.
- b. Clean Air Requirements. Contractor and its subcontractors shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Contract, Contractor agrees to report such violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include the requirements of the above clause in each subcontract issued pursuant to this Contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.
- c. Clean Water Requirements. Contractor and its subcontractors shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et seq. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Contract, Contractor agrees to report such violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to

include the requirements of the above clause in each subcontract issued pursuant to this Contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

- d. Energy Conservation. Contractor has agreed to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Wisconsin Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.) and 49 CFR Part 18; U. S. Department of Transportation regulations relating to energy conservation. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Contract, Contractor agrees to report immediately such violation to Owner. Contractor also agrees to ensure that its Work performed under the Contract, including all portions of the Work performed by subcontractors, shall be in compliance with the energy efficient standards required in the Contract Documents.

16. Buy America Requirements.

- a. All construction contracts for the Project will be subject to the Buy America requirements of the FTA. The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11.

The applicable FTA Buy America requirements appear in 49 CFR Part 661.5 and require the following:

- (1) Except as provided in Sec. 661.7 and Sec. 661.11 of this part, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (2) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (3) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock.
- (4) For a manufactured product to be considered produced in the United States all of the manufacturing processes for the product must take place in the United States; and all of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

- b. Build America, Buy America. In addition to the Buy American requirements set forth in Subsec. a, the Infrastructure Investment and Jobs Act (the Bipartisan Infrastructure Bill), Pub. L. No. 117-58, includes the Build America, Buy America Act ("the Act"), Pub. L. No. 117-58, §§ 70901-52. This Act requires that all of the iron, steel, manufactured products, and construction materials used on federally funded infrastructure projects are produced in the United States. As the Project is a federally funded infrastructure project, Contractor,

and its subcontractors, shall comply with the requirements of this Act and shall be responsible for securing any waivers that may be necessary thereunder. Contractor, and its subcontractors, shall also comply with any federal regulations promulgated or requirements created under this Act during the term of the Contract. Additional information on the Act may be found at: <https://www.transit.dot.gov/buyamerica>.

17. Seat Belt Use.

- a. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 24 U.S.C. Section 402 note, FTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the projects.

18. Distracted Driving, Including Text Messaging While Driving.

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor is encouraged to comply with the terms of the following Special Provision:

a. Definitions. As used in this Section 18:

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
- (2) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- (3) Any vehicle, on or off duty, and using an employer supplied electronic device.

c. Contractor Size. The Contractor is encouraged to conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:

- (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- d. Extension of Provision. The Contractor is encouraged to include this Special Provision in its subcontracts or agreements with its subcontractors, its leases, and its third party contracts, and also encourage its subcontractors, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.
19. Fly America.
- a. Contractor agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in each consultant contract and subcontract that may involve international air transportation.
20. Seismic Safety.
- a. Contractor agrees that any new building or addition to an existing building is required to be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41. Contractor has agreed to certify compliance to the extent required by the regulation. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Contract, Contractor agrees to report immediately such violation to Owner. Contractor also agrees to ensure that its Work performed under the Contract, including all portions of the Work performed by subcontractors, shall be in compliance with the seismic safety standards required in the Contract Documents. The seismic safety standards applicable to this Contract are contained in Section 2312 ICBO Uniform Building Code (UBC).
21. Recovered Materials.
- a. Contractor agrees to comply with the all of the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42 U.S.C. 6972), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
22. Contracts Involving Federal Privacy Act Requirements.
- a. The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under the Contract: (1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act,

including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

23. ADA Access.

- a. Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with the applicable laws and regulations, set forth below, for nondiscrimination on the basis of disability:
- (1) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities.
  - (2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities.
  - (3) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.
  - (4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination.
  - (5) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37.
  - (6) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27.
  - (7) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.
  - (8) Other applicable laws and amendments pertaining to nondiscrimination and access for seniors or individuals with disabilities.

24. Cargo Preference.

- a. Use of United States-Flag Vessels - Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the

contractor in the case of a subcontractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

25. National Intelligent Transportation Systems Architecture and Standards.

- a. To the extent applicable, Contractor agrees to conform, and to assure its subcontractors' conformity, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

26. Sensitive Security Information.

- a. Contractor must protect, and take measures to ensure that its subcontractors at each tier protect "sensitive security information" made available during the administration of this contract or any subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Contractor is prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is either:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

28. Solid Waste Disposal.

- a. Contractor and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the



## ADDENDUM A TO AGREEMENT

Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ATTACHMENT 1 to ADDENDUM A: CERTIFICATION REGARDING LOBBYING**

**31 CFR Part 21 – New Restrictions on Lobbying**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: September 22, 2022.

\_\_\_\_\_  
Signature of Contractor's authorized official

James Crowley

(Print name of person signing above)

Vice president

(Print title of person signing above)

**ATTACHMENT 2 TO ADDENDUM A: FEDERAL WAGE DECISION**

General Decision Number: WI20220010 08/12/2022

Superseded General Decision Number: WI20210010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	05/13/2022
8	06/17/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/12/2022

BRWI0001-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.81	25.17

BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.35	23.89

BRWI0002-005 06/01/2021

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...	\$ 37.73	24.15

BRWI0003-002 06/01/2021

ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95
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BRWI0004-002 06/01/2021		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.30	26.03
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BRWI0006-002 06/01/2021		

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.78	24.20
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BRWI0007-002 06/01/2021		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.38	25.31
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BRWI0008-002 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.38	24.64
-----		
BRWI0011-002 06/01/2021		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95
-----		
BRWI0019-002 06/01/2021		

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

Rates	Fringes
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BRICKLAYER.....\$ 36.31 25.67

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BRWI0034-002 06/01/2021

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

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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

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CARP0252-002 06/01/2016

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

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

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CARP0252-010 06/01/2016

ASHLAND COUNTY

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

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CARP0264-003 06/01/2016

ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43
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CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILED RIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
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ELEC0014-002 12/26/2021		

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:.....	\$ 37.83	21.89
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ELEC0014-007 05/30/2021		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and  
removal of teledata facilities (voice, data, and video)  
including outside plant, telephone and data inside wire,  
interconnect, terminal equipment, central offices, PABX,  
fiber optic cable and equipment, micro waves, V-SAT,

bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

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ELEC0158-002 05/30/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

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ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

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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

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY



ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

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ELEC0388-002 05/30/2021

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:.....	\$ 36.22	26%+11.24

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ELEC0430-002 06/01/2022

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

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ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

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ELEC0494-006 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

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ELEC0494-013 06/01/2021

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

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

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

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ELEC0577-003 06/01/2021

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:.....	\$ 35.66	29.50%+10.00

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ELEC0890-003 06/01/2021

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

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

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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 06/01/2022

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.27	25.95
Group 2.....	\$ 42.77	25.95
Group 3.....	\$ 42.27	25.95
Group 4.....	\$ 42.01	25.95
Group 5.....	\$ 41.72	25.95
Group 6.....	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or

towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

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

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

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\* IRON0008-002 06/13/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

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

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IRON0008-003 06/01/2021

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

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

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

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IRON0383-001 06/05/2022

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

ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58
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IRON0498-005 06/01/2021		

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

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41
-----		
IRON0512-008 05/01/2022		

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11
-----		
IRON0512-021 05/01/2022		

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

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11
-----		
LABO0113-002 06/01/2022		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

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

ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

LABO0113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

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

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LABO0140-002 06/01/2022

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68

Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68
Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

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

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



Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 33.99	22.70
Spray, Sandblast, Steel....	\$ 34.59	22.70
Repaint:		
Brush, Roller.....	\$ 33.09	22.70
Spray, Sandblast, Steel....	\$ 32.49	22.70

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

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, TREMPLEALEAU, AND  
VERNON COUNTIES

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

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:

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

PAIN0802-003 06/01/2021

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.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
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ADDENDUM A TO AGREEMENT  
ATTACHMENT 2

Painters:.....\$ 26.71 14.38

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PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

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, TREMPPEALEAU, AND  
VERNON COUNTIES

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

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

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

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

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

#### Union Rate Identifiers

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

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

this classification and rate.

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"