

\$4,297,330.00

BID OF JOE DANIELS CONSTRUCTION CO., INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

UNIT WELL 15 PFAS TREATMENT FACILITY

CONTRACT NO. 9342

MUNIS NO. 14092-86-140

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 5, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**UNIT WELL 15 PFAS TREATMENT FACILITY  
CONTRACT NO. 9342**

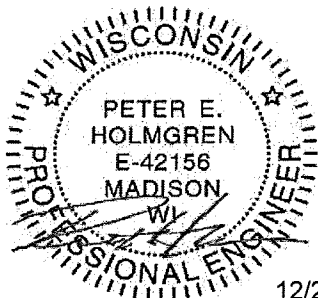
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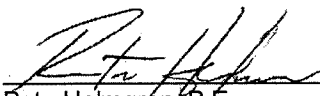
This Proposal, and Agreement have  
been prepared by:

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

PEH:



12/21/2023

  
12/21/2023  
\_\_\_\_\_  
Pete Holmgren, P.E.  
Madison Water Utility Chief Engineer

## 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:	UNIT WELL 15 PFAS TREATMENT FACILITY
CONTRACT NO.:	9342
DBE GOAL	8%
BID BOND	5%
CONSTRUCTION PRE-BID MEETING (1:00 P.M.)	1/9/2024; See Pre-Bid Meeting info below
DBE PRE BID MEETING (2:00 P.M.)	1/18/2024 See DBE Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/18/2024
BID SUBMISSION (2:00 P.M.)	1/25/2024
BID OPEN (2:30 P.M.)	1/25/2024
PUBLISHED IN WSJ	12/21/2023, 12/28/2023, 1/4/2024, 1/11/2024 & 1/18/2024

CONSTRUCTION PRE BID MEETING: Madison Water Utility will be hosting a pre-bid construction meeting to review the site and project details with prospective contractors. This meeting will be held at the current Unit Well 15 facility site (3900 East Washington Avenue – Madison, WI) on January 9, 2024 at 1:00 P.M. (CST). For questions or coordination related to this meeting, contact:

- Angel Gebeau, PE – c/o AECOM  
(715) 498-1254  
[Angel.Gebeau@aecom.com](mailto:Angel.Gebeau@aecom.com)

DBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required; visit the meeting web page on Engineering's web site to review available dates and sign up: <https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business-enterprise-sbe-meetings>. Questions regarding program requirements may be directed to:

- Tracy Lomax, Affirmative Action Division  
(608) 267-8634  
[TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com)

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

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

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 - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

#### DAVIS BACON COMPLIANCE PROVISIONS

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

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

#### AMERICAN IRON AND STEEL (AIS)

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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



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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

Tracy Lomax, Affirmative Action Division Manager, City Civil Rights Department, at (608) 266-6510, or by email [MGombar@cityofmadison.com](mailto:MGombar@cityofmadison.com)  
– OR –  
Adam Wiederhoeft, PE, Design & Construction Engineer, Madison Water Utility, at (608) 266-9121, or by email at [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org)

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

**2.1 Program Overview and Requirements**

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

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

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

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

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

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

## **2.2 Good Faith Efforts**

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

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

## **2.3 Solicitation Requirements**

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

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

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

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

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

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

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

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

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

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

#### **2.5 Additional Solicitation Information**

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

#### **2.6 Contract Administration Requirements**

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

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

## 2.7 Federal Equivalency Requirements

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

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





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

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

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

**I. Project Information**

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

**II. Good Faith Effort**

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

**Municipal Certification**

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

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

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

a. Is form filled out completely?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Did authorized representative sign the form?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Are submitted justifications and explanations acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Project Manager Signature	Date Review Completed

**SECTION D: SPECIAL PROVISIONS**

**UNIT WELL 15 PFAS TREATMENT FACILITY  
CONTRACT NO. 9342**

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

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

**REFER TO THE FOLLOWING SPECIFICATION DOCUMENT FOR THE COMPLETE PROJECT  
TECHNICAL SPECIFICATIONS:**

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**Madison Water Utility**

**Unit Well 15 PFAS Treatment Facility**

**Madison Contract No. 9342  
Madison MUNIS No. 14092-86-140  
AECOM Project No. 60686092**

**December 2023**

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**SECTION 102.11      BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

**SECTION 102.13:      FEDERAL PREVAILING WAGE**

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

- Building
- Heavy
- Highway
- Residential

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

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

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

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

**AMERICAN IRON AND STEEL REQUIREMENTS:**

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

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

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

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

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

Date  
Company Name  
Company Address  
City, State Zip

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

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

Item, Products and/or Materials:

1. Xxxx
2. Xxxx

Such process took place at the following location:

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

Signed by company representative



January 11, 2024

**NOTICE OF ADDENDUM  
ADDENDUM 1**

**CONTRACT NO. 9342  
PROJECT NO. 14092  
UNIT WELL 15 PFAS TREATMENT FACILITY**

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

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**Changes to CONTRACT:**

1. Sheet A-1, REPLACE in its entirety:
  - a. CONSTRUCTION PRE-BID MEETING has been rescheduled to January 17, 2024 at 10:00 A.M. (CST) at the facility site (3900 East Washington Avenue – Madison, WI)
2. Sheet D-4, ADD in its entirety:
  - a. Confirmation of Build America Buy America (“BABA”) waiver adjustment
3. Section K, REPLACE in its entirety:
  - a. Updated Davis-Bacon wage rates as of January 5, 2024

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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.

1/11/2024

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Pete Holmgren, PE  
Chief Engineer – Madison Water Utility

**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:	UNIT WELL 15 PFAS TREATMENT FACILITY
CONTRACT NO.:	9342
DBE GOAL	8%
BID BOND	5%
CONSTRUCTION PRE-BID MEETING (10:00 A.M.)	1/17/2024; See Pre-Bid Meeting info below
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/18/2024
BID SUBMISSION (2:00 P.M.)	1/25/2024
BID OPEN (2:30 P.M.)	1/25/2024
PUBLISHED IN WSJ	12/21/2023, 12/28/2023, 1/4/2024, 1/11/2024 & 1/18/2024

CONSTRUCTION PRE BID MEETING: Madison Water Utility will be hosting a pre-bid construction meeting to review the site and project details with prospective contractors. This meeting will be held at the current Unit Well 15 facility site (3900 East Washington Avenue – Madison, WI) on January 17, 2024 at 10:00 A.M. (CST). For questions or coordination related to this meeting, contact:

- Angel Gebeau, PE – c/o AECOM  
(715) 498-1254  
[Angel.Gebeau@aecom.com](mailto:Angel.Gebeau@aecom.com)

DBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required; visit the meeting web page on Engineering's web site to review available dates and sign up: <https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business-enterprise-sbe-meetings>. Questions regarding program requirements may be directed to:

- Tracy Lomax, Affirmative Action Division  
(608) 267-8634  
[TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com)

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

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

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 - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

# BUILD AMERICA BUY AMERICA WAIVER ADJUSTMENT CONFIRMATION

ADDENDUM 1

**From:** Balgooyen, Noah - DNR <Noah.Balgooyen@wisconsin.gov>  
**Sent:** Tuesday, January 2, 2024 2:01 PM  
**To:** Wiederhoeft, Adam; Grande, Joseph; Gebeau, Angel; Holmgren, Peter  
**Cc:** Leizinger, Kimberly A - DNR; Zettl, Tyler N - DNR  
**Subject:** BABA Adjustment Period Waiver Concurrence -- SDWLP #4837-09

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Hello Mr. Wiederhoeft,

The DNR Environmental Loans Program concurs that SDWLP project 4837-09, Treat Well 15 for PFAS, meets the condition of the Amended Public Interest Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for State Revolving Fund and Water Infrastructure Projects that Initiated Design Planning prior to May 14, 2022.

Only projects with funding obligated in State Fiscal Year 2023 (SFY23) and State Fiscal Year 2024 (SFY24) can fall under the Amended Public Interest Waiver. Per the amended waiver, projects with funding obligated in SFY25 or beyond, are not eligible for an adjustment period waiver. Therefore, this concurrence only applies to this project if a complete application is submitted in SFY24 (by June 30, 2024) and the loan closes with that SFY24 funding obligation (i.e., the project cannot withdraw and then re-apply under a subsequent SFY and still fall under the conditions of the waiver).

Evidence was submitted for the following condition prior to May 14, 2022:

- viii. Evidence of new bonds passed, or other new funding backing secured for project
  - The City of Madison enacted an amendment to the 2022 Water Utility Capital Budget that budgeted funds for the Well 15 PFAS Treatment Facility Project, with a final action date of May 10, 2022.

A description of up to 10 significant manufactured products or construction materials likely subject to the waiver will need to be submitted to the Environmental Loans Program prior to loan closing. For example, a force main construction project could list “three lift station pumps, five valve actuators, three flow meters, and two pressure gauges”. A complete materials list is also acceptable. Note, the origin of the manufactured products and construction materials does not need to be known.

Even though the project meets the waiver condition, it is encouraged that the project still utilize manufactured projects and non-ferrous construction materials made in the United States, wherever possible. In addition, American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) continue to apply to all projects, even those subject to this waiver.

Feel free to reach out to me with any questions.

Noah Balgooyen  
Safe Drinking Water Loan Program Coordinator  
Wisconsin Department of Natural Resources  
PO Box 7921, Madison, WI 53707-7921  
Phone: (608) 720-0802  
[Noah.Balgooyen@wisconsin.gov](mailto:Noah.Balgooyen@wisconsin.gov)

General Decision Number: WI20240005 01/05/2024

Superseded General Decision Number: WI20230005

State: Wisconsin

Construction Type: Building

County: Dane County in Wisconsin.

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

Note: 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)(1).

<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>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<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>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>





SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 1

Tile Layer.....\$ 38.40 25.66

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 CARP0314-004 06/05/2023

Rates Fringes

CARPENTER (Excluding Batt  
 Insulation).....\$ 38.86 27.06  
 Piledriverman.....\$ 39.43 27.02

-----  
 CARP1056-005 06/01/2023

Rates Fringes

MILLWRIGHT.....\$ 40.00 27.77

-----  
 ELEC0014-005 05/29/2022

Rates Fringes

Teledata System Installer  
 Installer/Technician.....\$ 29.63 3%+16.18

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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 ELEC0159-002 05/30/2021

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

-----  
 ELEV0132-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 59.97 37.335+a+b

FOOTNOTE:

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

after Thanksgiving, and Christmas Day.

-----  
 ENGI0139-002 06/05/2023

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.53	25.89
Group 2.....	\$ 46.28	25.89
Group 3.....	\$ 43.23	25.89
Group 4.....	\$ 42.70	25.89
Group 5.....	\$ 40.63	25.89
Group 6.....	\$ 39.10	25.89

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

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

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

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

Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

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

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

-----  
IRON0383-002 06/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

-----  
LAB00464-001 06/05/2023

	Rates	Fringes
Laborer, General.....	\$ 34.60	19.25
Laborer: Asbestos/hazardous material remover (Preparation, removal, and encapsulation of hazardous		

SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 1

materials from non-mechanical systems).....\$ 33.55 19.25

-----  
PAIN0802-001 06/01/2023

Rates Fringes

PAINTER (Brush and Roller Only).....\$ 35.00 20.62

PREMIUM RATES [Add to Basic Hourly Rate]  
Sandblaster \$1.00 per hour  
Drywall Taper & Applicator \$1.30 per hour

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PAIN0941-001 06/01/2023

Rates Fringes

GLAZIER.....\$ 44.50 22.74

-----  
PLAS0599-001 06/05/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 40.42 25.59  
PLASTERER.....\$ 39.33 28.45

-----  
PLUM0075-007 06/01/2021

Rates Fringes

PLUMBER (Including HVAC work)....\$ 48.50 25.29

-----  
PLUM0601-007 06/01/2022

Rates Fringes

PIPEFITTER (Including HVAC work).....\$ 50.00 28.93

-----  
SFWI0669-002 04/01/2023

Rates Fringes

SPRINKLER FITTER.....\$ 46.00 28.56

-----  
SHEE0018-009 06/01/2023

Rates Fringes

Sheet Metal Worker (Including  
 HVAC Duct work and  
 Technicians).....\$ 46.12                      33.10

-----  
 TEAM0662-003 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 35.57	26.09
3 or more Axles.....	\$ 35.72	26.09

-----  
 SUWI2002-011 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34 **	3.59
Landscape.....	\$ 8.73 **	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89 **	7.58

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

=====  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$17.20) or 13658  
 (\$12.90). Please see the Note at the top of the wage  
 determination for more information. Please also note that the  
 minimum wage requirements of Executive Order 14026 are not  
 currently being enforced as to any contract or subcontract to  
 which the states of Texas, Louisiana, or Mississippi, including  
 their agencies, are a party.

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) (iii)).

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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 DECISION



January 19, 2024

**NOTICE OF ADDENDUM  
ADDENDUM 2**

**CONTRACT NO. 9342  
PROJECT NO. 14092  
UNIT WELL 15 PFAS TREATMENT FACILITY**

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

**Changes to CONTRACT:**

1. Sheet A-1, REPLACE:
  - a. Bid Submission Deadline – February 8, 2024 at 2:00 P.M.
  - b. Bid Opening – February 8, 2024 at 2:30 P.M.
  - c. Contractor Prequalification Application Deadline – February 1, 2024 at 2:00 P.M.

**Changes to SPECIFICATIONS:**

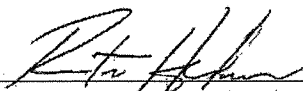
1. GENERAL TABLE OF CONTENTS, REPLACE in its entirety:
  - a. Removed reference to Division 0
  - b. Added reference to DIVISION 26 in the plan drawings

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.

  
\_\_\_\_\_  
Pete Holmgren, PE  
Chief Engineer – Madison Water Utility

1/19/2024

**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:	UNIT WELL 15 PFAS TREATMENT FACILITY
CONTRACT NO.:	9342
DBE GOAL	8%
BID BOND	5%
CONSTRUCTION PRE-BID MEETING (1:00 P.M.)	1/17/2024; See Pre-Bid Meeting info below
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/1/2024
BID SUBMISSION (2:00 P.M.)	2/8/2024
BID OPEN (2:30 P.M.)	2/8/2024
PUBLISHED IN WSJ	12/21/2023, 12/28/2023, 1/4/2024, 1/11/2024, 1/18/2024, 1/25/2024 & 2/1/2024

CONSTRUCTION PRE BID MEETING: Madison Water Utility will be hosting a pre-bid construction meeting to review the site and project details with prospective contractors. This meeting will be held at the current Unit Well 15 facility site (3900 East Washington Avenue – Madison, WI) on January 17, 2024 at 10:00 A.M. (CST). For questions or coordination related to this meeting, contact:

- Angel Gebeau, PE – c/o AECOM  
(715) 498-1254  
[Angel.Gebeau@aecom.com](mailto:Angel.Gebeau@aecom.com)

DBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required; visit the meeting web page on Engineering’s web site to review available dates and sign up: <https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>. Questions regarding program requirements may be directed to:

- Tracy Lomax, Affirmative Action Division  
(608) 267-8634  
[TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com)

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

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

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 - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

**PROJECT MANUAL  
FOR  
UW15 PFAS TREATMENT  
FOR THE  
MADISON WATER UTILITY, MADISON, WISCONSIN**

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APPENDIX

DRAWINGS (Bound separately)



January 23, 2023

**NOTICE OF ADDENDUM  
ADDENDUM 3**

**CONTRACT NO. 9342  
PROJECT NO. 14092  
UNIT WELL 15 PFAS TREATMENT FACILITY**

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

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**General Notes and Inclusions:**

1. Pre-bid Meeting Minutes for the Virtual meeting on January 9, 2024 are attached to this addendum.
2. Pre-bid Meeting Minutes for the On-site meeting on January 17, 2024 are attached to this addendum.
3. Two documents related to the existing air stripper equipment are provided for references with this addendum:
  - a. Documents are sourced from <https://www.qedenv.com/en-us/products/ez-tray-air-stripper/>
  - b. The *System Operation & Maintenance Manual* can be found at this link:  
<https://qed.blob.core.windows.net/media/iu3fxuq3/95168-ez-tray-system-manual.pdf>
4. Pilot testing information can be located through the following web links:
  - a. [https://www.cityofmadison.com/water/documents/2021\\_Well\\_15\\_Feasiblity\\_Study\\_PFAS\\_Re\\_moval\\_Report\\_Final.pdf](https://www.cityofmadison.com/water/documents/2021_Well_15_Feasiblity_Study_PFAS_Re_moval_Report_Final.pdf)
  - b. <https://madison.legistar.com/View.ashx?M=F&ID=11350858&GUID=3CEC8640-6A44-44F1-99E6-2AFA770DF583>

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**Changes to SPECIFICATIONS:**

1. Section 01 11 00 Summary of Work, REPLACE in its entirety:
  - a. Added information on liquidated damages.
  - b. Added that Madison Water Utility will complete SCADA programming for the project.
  - c. Added beneficial occupancy information.
2. Section 01 25 00 Substitution Procedures, ADD in its entirety.
3. Section 01 33 00 Submittals, REPLACE in its entirety:
  - a. Added information on online platform required for submittal management.
  - b. Added quantities for resubmittals prior to reimbursement required.

**[Continued on Next Page]**



4. Section 44 43 31 Pressure Filtration Equipment – GAC and Ion Exchange, REPLACE in its entirety:
  - a. Spare parts added.
  - b. Clarifications on ASME pressure, design pressure, and media volume minimums are provided. Updated manway quantity and size.
  - c. Updated internals lateral material type.
  - d. Noted expansion joints to be provided within the system package.
  - e. Note – Seismic calculations are not required and not added to the specifications.
  - f. Note – Contractor is responsible for all piping and valves within drawing set even if vendor/supplier does not provide those items within their scope.

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**Changes to PLANS:**

1. 02-C-01 CIVIL SITE PLAN, REPLACE:
    - a. Laydown area now noted.
  2. 06-R-05 ELECTRICAL AND POWER (REMOVAL), REPLACE:
    - a. More detail on conduit and wire moving requirements now included.
- 

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.

1/23/2024

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Pete Holmgren, PE  
Chief Engineer – Madison Water Utility



**Pre-Bid Meeting Minutes**  
 Madison Water Utility

Pete Holmgren, PE  
 Water Utility – Chief Engineer &  
 Project Manager  
 (608) 261-5530  
 pholmgren@madisonwater.org

Angel Gebeau, PE (WI)  
 AECOM  
 Project Manager  
 (715) 498-1254  
[Angel.gebeau@aecom.com](mailto:Angel.gebeau@aecom.com)

Meeting: **Unit Well 15 PFAS TREATMENT**  
**Pre-Bid Meeting - Virtual**

Contract: Madison Contract No. 9342  
 Date and Time: Tuesday, January 9, 2024 – 1:00 P.M. (CST)  
 Place: Zoom (Virtual) – see below:  
Meeting ID: 840 3324 7952      Passcode: 1YZJ9r

Item	Time
I. Welcome and Introductions	1:00 pm
A. Vendors	
<i>i.</i> Bob Bergsgaard – Aqueous Vets	
B. Madison Water Utility – Project Management Team	
<i>i.</i> Joe Grande – Water Quality Manager	
<i>ii.</i> Adam Wiederhoeft – Design and Construction Eng	
<i>iii.</i> Pete Holmgren – Chief Eng	
C. AECOM	
<i>i.</i> Angel Gebeau – Project Manager	
II. City of Madison Affirmative Action Division and Associated Safe Drinking Water Loan Funding Requirements	1:12 pm
A. Small Business Enterprise (DBE) requirements	
B. Affirmative Action Plan (AAP) process/requirements	
C. Goal – 8% DBE	
D. Guide:	
Sheet A-1 For reference	
<a href="http://www.cityofmadison.com/Business/PW/contractCompliance.cfm">http://www.cityofmadison.com/Business/PW/contractCompliance.cfm</a>	



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Item	Time
E. SBE Pre-bid meeting: January 18 <sup>th</sup> Scheduled Meeting. Coordinate for in-person or phone call options. See Section A – Advertisement for Bids and Instructions to Bidders.  F. Tracy Lomax – Affirmative Action Division / TLomax@cityofmadison.com / (608) 266-6510  G. Jesus Sanchez-Cruz – Contract Compliance Specialist / jsanchez-cruz@cityofmadison.com / (608) 261-9162	
<b>III. Safe Drinking Water Loan Funding Requirements</b>	
A. Disclosure of Ownership Form  B. Wage Rates  C. BABA Waiver  D. American Iron and Steel	
<b>IV. Bidding Info, Contract Timeline and Permit Status Update</b>	1:20 pm
A. Bids Due: 1/25/24 at 2:00 PM, opened at 2:30 PM (by hand to 1600 Emil St) (on-line at <a href="https://bidexpress.com">https://bidexpress.com</a> – City of Madison Contract No. 9342)  B. Insurance  C. Addendum 1 pending issue this week. <ol style="list-style-type: none"><li>1. Completion dates</li><li>2. Liquidated damages</li><li>3. BABA Waiver and AIS requirements</li><li>4. Contractor document tracking program required</li><li>5. Limitations on submittals</li><li>6. Division 26 add to specifications</li><li>7. Beneficial occupancy definition</li></ol>	

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Item	Time
8. Pre-bid meeting minutes	
9. Available space for site trailer	
10. Wage rates if updated	
D. Prequalification/Affirmative Action Plan submittals	
E. Anticipated start dates.	
F. Permit Update: PSC / DNR / City Eng / Zoning / Building Permits: PSC Construction Auth., WDNR plan review, City of Madison. City of Madison building, HVAC, plumbing plan permit applications will be submitted upon bid award, and prior to construction. Contractor responsible for scheduling inspections.	
<b>V. General Project Information and Noteworthy Details</b>	
A. Well 15 General Project Overview	1:25 pm
B. Division 1	
1. Summary of Work –	
A. City of Madison Standard Specifications for Public Works Construction – 2023 Edition, forms a part of the contract documents as if attached. Available online.	
B. Requires all approvals prior to Notice To Proceed	
C. Madison Water Utility will provide programming work (work by others).	
D. Milestones – roof removal needs to be coordinated with weather and equipment delivery.	
2. Site Health and Safety and Protection of the Environment	
A. Wellhead protection area, no leaking equipment. Report leaks and spills immediately!	
B. Confined space entry is anticipated but not specifically	

---

Item	Time
listed.	
3. Measurement and Payment	
A. Lump Sum work	
B. Schedule of values to be provided	
C. Price for media separate for reference	
D. Price for equipment shall be separated from installation for the equipment.	
4. Project Meetings	
A. Weekly meetings	
5. Submittals	
A. Online program requirements	
B. Iteration limits for submittals	
6. Testing Laboratory Services	
A. By Contractor	
7. Temp Construction Facilities and Utilities	
A. Space for trailer not currently shown on drawing set	
B. Restroom on site	
8. Operation and Maintenance	
A. Use forms provided	
9. Training	
A. Document training	
10. Project Record Documents	
A. Photos	
B. Markups	
C. Existing Conditions / Removals	
D. Architectural	
E. Structural	
F. Plumbing	
G. HVAC	

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Item	Time
H. Electrical	
I. Controls	
J. Process	
<hr/>	
<b>VI. Questions from Contractors/ Misc. Topics</b>	1:35 pm
A. Is vessel ASME Stamp to be 125 PSI? Spec says operating pressure less than 100 psi. ASME Stamp may be 100 psi or higher.	
B. No further questions	

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**Notes:**

Someone did arrive for an onsite meeting but will return for the rescheduled on-site meeting. They did not attend virtually. Name of the on-site bidder was not available but they were not a noted plan holder.

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**Madison  
Water Utility**

# Pre-Bid Meeting Minutes

Madison Water Utility

Pete Holmgren, PE  
Water Utility – Chief Engineer &  
Project Manager  
(608) 261-5530  
pholmgren@madisonwater.org

Angel Gebeau, PE (WI)  
AECOM  
Project Manager  
(715) 498-1254  
[Angel.gebeau@aecom.com](mailto:Angel.gebeau@aecom.com)

Meeting: **Unit Well 15 PFAS TREATMENT**

## Pre-Bid Meeting

Contract: Madison Contract No. 9342

Date and Time: Wednesday, January 17, 2024 – 10:00 A.M. (CST)

Place: UW15 – Project Site

---

### Item

---

#### I. Welcome and Introductions

##### SIGN IN SHEET

Name	Email	Representing	Phone No.
Angel Gebeau	<a href="mailto:angel.gebeau@aecom.com">angel.gebeau@aecom.com</a>	AECOM / Engineer	715-498-1254
Ashley Kahlhamer	<a href="mailto:akahlhamer@ifahern.com">akahlhamer@ifahern.com</a>	J.F. Ahern Co. / Estimator	920-907-5501
Jake Cates	<a href="mailto:jake.cates@danielsco.com">jake.cates@danielsco.com</a>	Daniels Construction	608-235-1859
Pat Dwyer	<a href="mailto:pdwyer@mononaPFP.com">pdwyer@mononaPFP.com</a>	Monona Plumbing	608-212-5182
Jeff Ladwis	<a href="mailto:jladwis@ifahern.com">jladwis@ifahern.com</a>	J.F. Ahern Co.	920-570-5070
Bob Bergsgaard	<a href="mailto:Rbergsgaard@aqueousvets.com">Rbergsgaard@aqueousvets.com</a>	Aqueous Vets	651-666-8020
Craig VanGrhsuen	<a href="mailto:Cvangrhsuer@augustwinter.com">Cvangrhsuer@augustwinter.com</a>	August Winter	920-585-1122
Rob Weissmann	<a href="mailto:Robert.Weissmann@pieperpower.com">Robert.Weissmann@pieperpower.com</a>	Pieper	262-402-7867
Jacob Loehr	<a href="mailto:jloehr@ifahern.com">jloehr@ifahern.com</a>	J.F. Ahern Co.	920-579-9094
Mike Knauf	<a href="mailto:mike@interstatesawing.com">mike@interstatesawing.com</a>	Interstate Sawing	262-343-2724
Lou Olson	<a href="mailto:lolson@findorff.com">lolson@findorff.com</a>	J.H. Findorff & Son	608-442-7368
Jim Thomas	<a href="mailto:Jim@interstatesawing.com">Jim@interstatesawing.com</a>	Interstate Sawing	608-513-5716

#### A. Madison Water Utility – Project Management Team

- i. Joe Grande – Water Quality Manager
- ii. Adam Wiederhoeft – Design and Construction Eng
- iii. Pete Holmgren – Chief Eng
- iv. Doug and Dennis - Operations

#### B. AECOM

- i. Angel Gebeau – Project Manager
-

---

ii. Ginger L'Heureux – Project Engineer (not present)

[ginger.lheureux@aecom.com](mailto:ginger.lheureux@aecom.com)

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**II. City of Madison Affirmative Action Division and Associated Safe Drinking Water**

**Loan Funding Requirements**

- A. Small Business Enterprise (DBE) requirements
- B. Affirmative Action Plan (AAP) process/requirements
- C. Goal – 8% DBE
- D. Guide:
  - Sheet A-1 For reference
  - <http://www.cityofmadison.com/Business/PW/contractCompliance.cfm>
- E. SBE Pre-bid meeting: January 18<sup>th</sup> Scheduled Meeting. Coordinate for in-person or phone call options. See Section A – Advertisement for Bids and Instructions to Bidders.
- F. Tracy Lomax – Affirmative Action Division / [TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com) / (608) 266-6510
- G. Jesus Sanchez-Cruz – Contract Compliance Specialist / [jsanchez-cruz@cityofmadison.com](mailto:jsanchez-cruz@cityofmadison.com) / (608) 261-9162

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**III. Safe Drinking Water Loan Funding Requirements**

- A. Disclosure of Ownership Form
  - B. Wage Rates
  - C. BABA Waiver
  - D. American Iron and Steel
-

---

**IV. Bidding Info, Contract Timeline and Permit Status Update**

- A. Bids Due: 1/25/24 at 2:00 PM, opened at 2:30 PM (by hand to 1600 Emil St) (on-line at <https://bidexpress.com> – City of Madison Contract No. 9342) (Since been changed!)
- B. Insurance
- C. Addendum pending issue this week.
  - 1. Completion dates
  - 2. Liquidated damages
  - 3. BABA Waiver and AIS requirements
  - 4. Contractor document tracking program required
  - 5. Limitations on submittals
  - 6. Division 26 add to specifications
  - 7. Beneficial occupancy definition
  - 8. Pre-bid meeting minutes
  - 9. Available space for site trailer
  - 10. Wage rates if updated
  - 11. Response to current comments / questions
- D. Prequalification/Affirmative Action Plan submittals
- E. Anticipated start dates.
- F. Permit Update: PSC / DNR / City Eng / Zoning / Building Permits: PSC Construction Auth., WDNR plan review, City of Madison. City of Madison building, HVAC, plumbing plan permit applications will be submitted upon bid award, and prior to construction. Contractor responsible for scheduling inspections.

**V. General Project Information and Noteworthy Details**

---



- 
- A. Well 15 General Project Overview
  - B. Division 1
    1. Summary of Work –
      - A. City of Madison Standard Specifications for Public Works Construction – 2023 Edition, forms a part of the contract documents as if attached. Available online.
      - B. Requires all approvals prior to Notice To Proceed
      - C. Madison Water Utility will provide programming work (work by others).
      - D. Milestones – roof removal needs to be coordinated with weather and equipment delivery.
    2. Site Health and Safety and Protection of the Environment
      - A. Wellhead protection area, no leaking equipment. Report leaks and spills immediately!
      - B. Confined space entry is anticipated but not specifically listed.
    3. Measurement and Payment
      - A. Lump Sum work
      - B. Schedule of values to be provided
      - C. Price for media separate for reference
      - D. Price for equipment shall be separated from installation for the equipment.
    4. Project Meetings
      - A. Weekly meetings
    5. Submittals
      - A. Online program requirements
      - B. Iteration limits for submittals
    6. Testing Laboratory Services
      - A. By Contractor
    7. Temp Construction Facilities and Utilities
-



- 
- A. Space for trailer not currently shown on drawing set
  - B. Restroom on site
  - 8. Operation and Maintenance
    - A. Use forms provided
  - 9. Training
    - A. Document training
  - 10. Project Record Documents
    - A. Photos
    - B. Markups
  - C. Existing Conditions / Removals
  - D. Architectural
  - E. Structural
  - F. Plumbing
  - G. HVAC
  - H. Electrical
  - I. Controls
  - J. Process
-

**VI. Questions from Contractors/ Misc. Topics**

Air Stripper is QED model EZ96.6 (Data on model added in Addenda 3)

Driveway work- noted work is for mill and overlay only. Details on base provided for reference. (No modifications to plan set required)

Pilot test information was requested. (links provided in Addenda 3)

Clarification on the tank height was requested. (No modifications are anticipated as drawings provide adequate information)

AIS exemption may be provided as applicable. (No modifications are anticipated to plan set)

Tank interior coatings must be suitable for media selected. (No modifications are anticipated to plan set)

New glass block for roof is acceptable provided it matches existing. (No modifications are anticipated to plan set)

New floor will not require epoxy coating. (No modifications are anticipated to plan set)

Madison Water will provide any updates if attic stock is available for block. (No modifications are anticipated to plan set)

More time was requested for bidding. (Addenda 2 extended the bid duration)

It was noted that the electrical work to move conduit is extensive and was not clear in the documents. Photos and videos of the site are available upon request to engineer at [angel.gebeau@aecom.com](mailto:angel.gebeau@aecom.com)



# *E-Z Tray*

The #1 Choice in Sliding Tray  
Air Stripper Technology



The only self-contained Air Stripper  
certified by NSF to NSF/ANSI Standard 61

QED's E-Z Tray® and E-Z Stacker® Air Strippers are covered by U.S. Patents: 5,518,668; 8,523,152; and 8,678,353



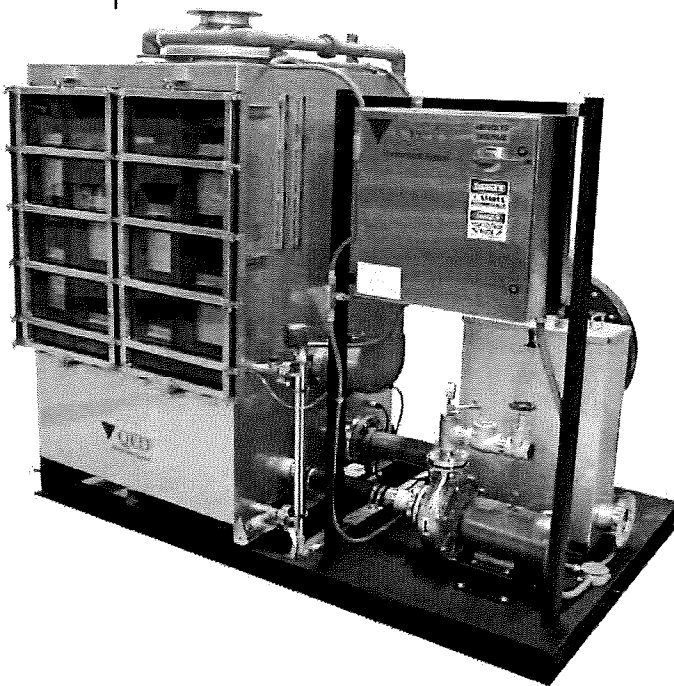
*Innovative Environmental Products*



# Leadership in Technology, Design, and Support

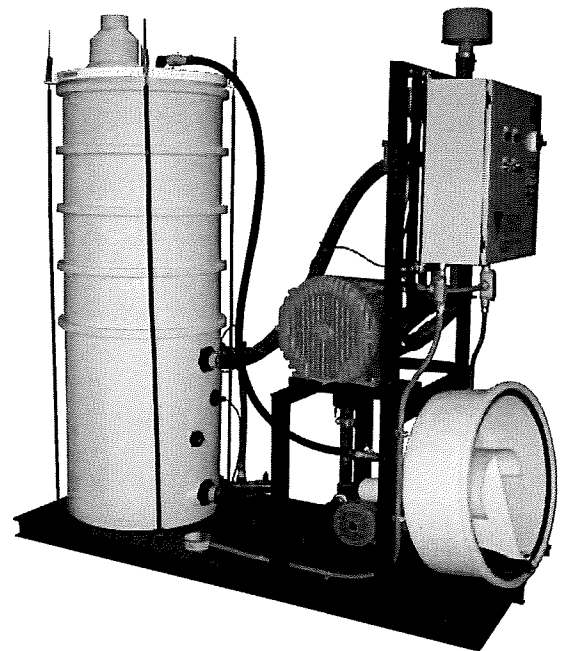
QED leads the way in innovative air strippers,  
making them easier to operate and maintain:

1. The original, patented sliding-tray air strippers
2. From the top process technology experts in the industry,  
with 20+ years of successful air stripper application experience
3. Continued innovation for improved performance and reduced  
maintenance costs



## ***E-Z Tray***®

- Lower long-term O&M costs due to easier tray maintenance than tower-type or stacking tray strippers
- Lightweight, slide-out trays that don't require hoists, regardless of the size of the air stripper
- Requires less building space, which can lower building costs



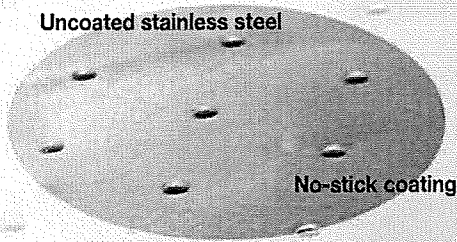
## ***E-Z Stacker***®

- Sized and priced to be the economical choice for low to moderate-flow cleanup applications
- Highly efficient VOC removal
- Positive-seal engineering prevents leakage problems

\* QED's E-Z Tray® and E-Z Stacker® Air Strippers are covered by U.S. Patents: 5,518,668; 8,523,152; and 8,678,353

### ADDENDUM 3

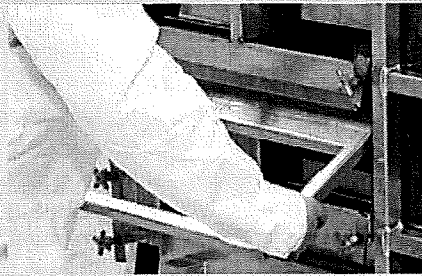
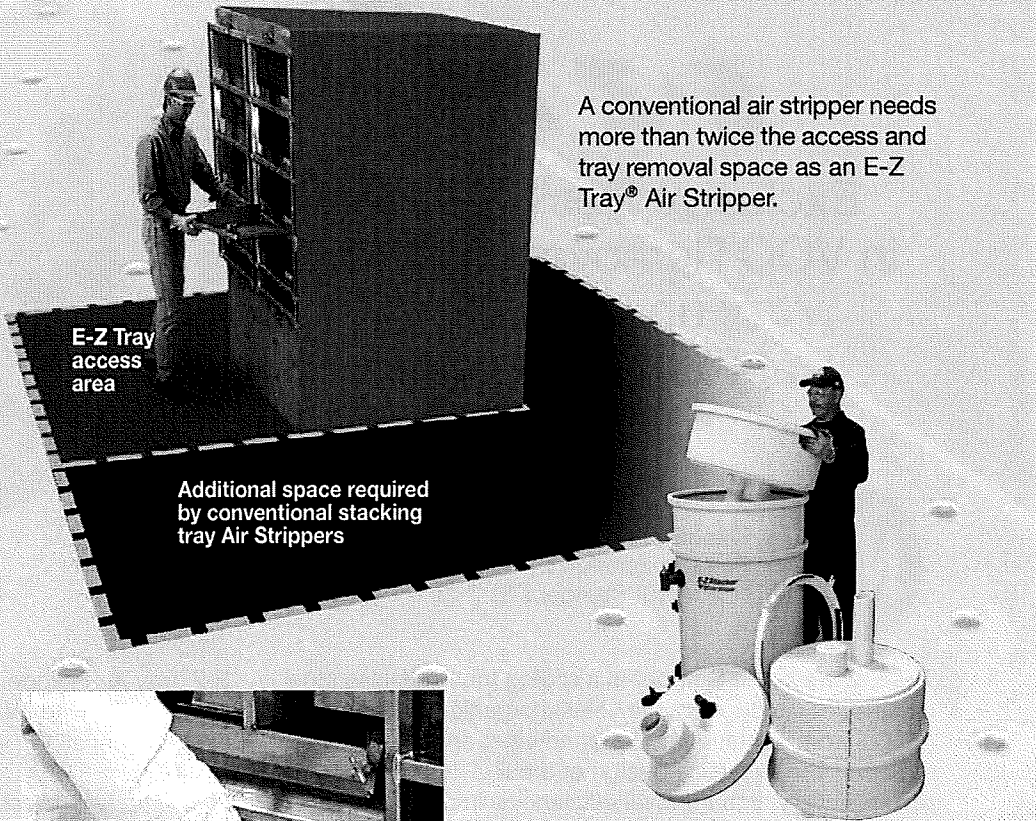
Highly effective VOC removal rates and lightweight trays that allow for quick and easy maintenance by one person



Air flows up through perforated trays creating a turbulent froth zone with a high air-to-liquid surface area for mass transfer of volatile organic compounds (VOCs).

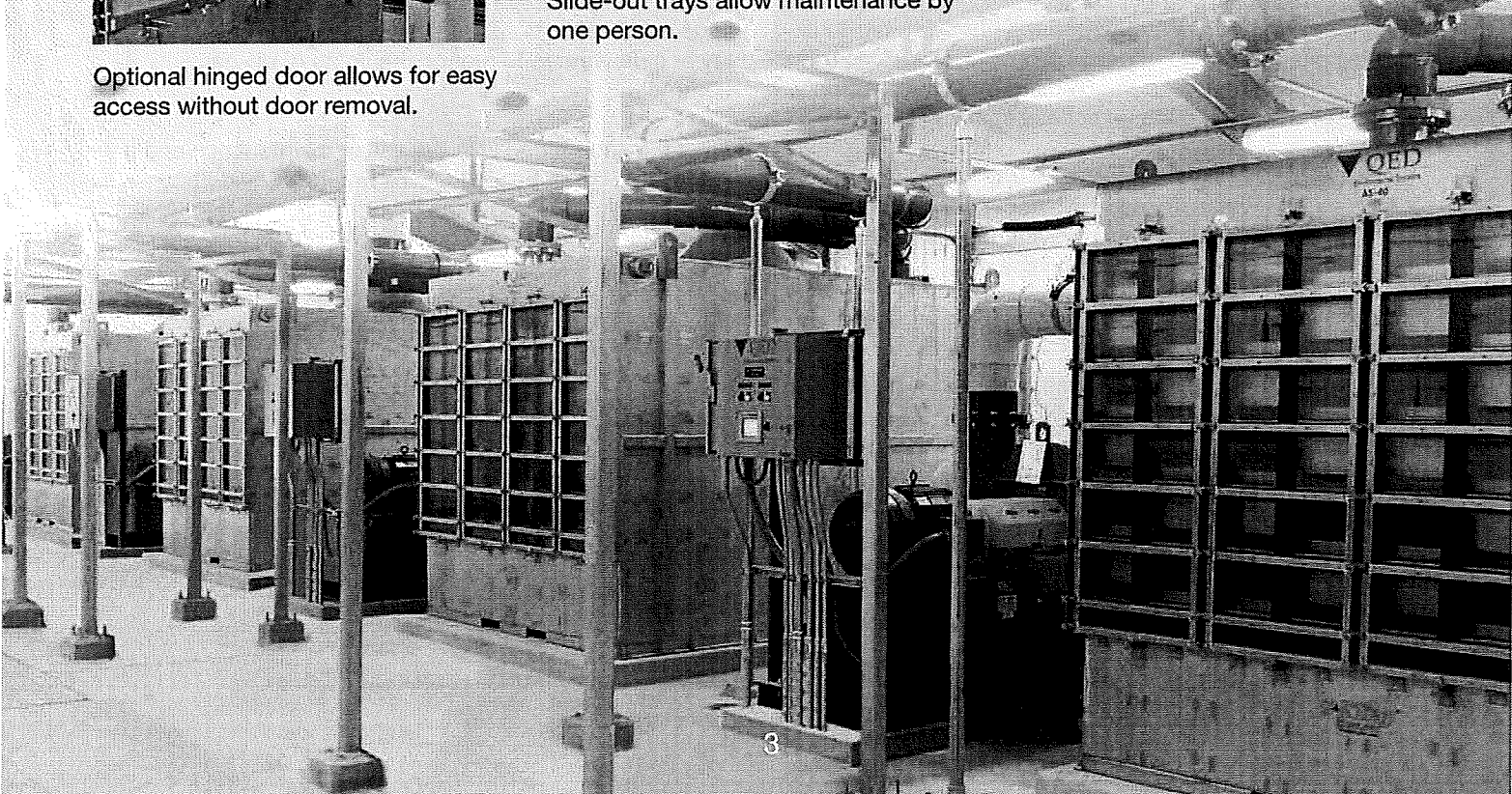


Optional hinged door allows for easy access without door removal.



Slide-out trays allow maintenance by one person.

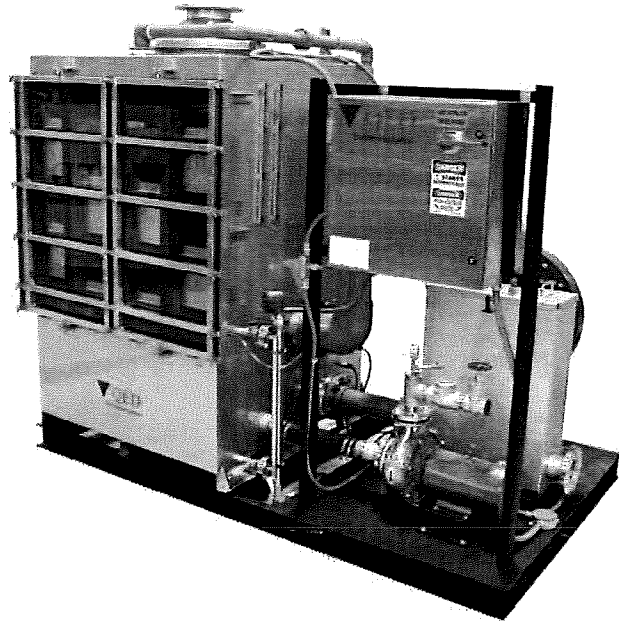
E-Z Stacker® Air Strippers provide a lower cost solution for low flow removal of volatile organic compounds (VOCs) from groundwater.



# Sliding Tray Air Strippers

## **E-Z Tray<sup>®</sup>**

Exclusive Design Results  
in VOC Removal Efficiencies  
of up to 99.99%  
at Flow Rates up to  
1,000 GPM.



The only self-contained Air Stripper certified by NSF to NSF/ANSI Standard 61

The E-Z Tray<sup>®</sup> Air Stripper is a sliding tray, stainless steel air stripper used to remove volatile organic compounds (VOCs) from contaminated groundwater and waste streams. The exclusive design of the E-Z Tray stripper results in very high removal efficiencies in an easier to maintain process unit.

Any air stripping process subject to fouling conditions has to contend with periodic cleaning in order to retain treatment efficiencies and capacity. Tower air strippers can become maintenance headaches when the tower packing becomes clogged and cemented together with bio-fouling or precipitants. When the perforated trays in stacking tray air strippers become fouled they require major disassembly, cranes or hoists, and lots of access space.

Unlike traditional air strippers, E-Z Tray Air Strippers from QED use removable, lightweight, front slide-out trays. This unique feature provides many advantages, including one person cleaning and less building space.

E-Z Tray Air Strippers are available in configurations with 4 or 6 trays, with maximum flow rates from 50 gpm (4-100 Lpm) all the way up to 1,000 gpm (3,784 Lpm).

### High Capacity Process Air Strippers

These air strippers are engineered to serve in larger, process-type projects involving multiple treatment stages, where they are an effective component of large-scale water or wastewater processes in manufacturing, refining, chemical processing, and other industries. They can act as a pre-treatment stage for other process elements, such as large aerobic bio treatment units, removing VOCs at much lower airflow rates to reduce the costs of off-gas treatment.

All of this, combined with the easier maintenance and a smaller footprint, has led QED's E-Z Tray sliding tray Air Strippers to become the preferred choice for major remediation and process stream projects in the U.S. and abroad.

### The Advantages of E-Z Tray over Conventional Air Strippers

#### E-Z Tray Air Strippers

- Single person cleaning
- Easy process monitoring and inspection, even while in operation
- Reduced footprint for installation and maintenance
- High removal efficiencies easier to maintain
- Easily modeled online to facilitate process evaluation

#### Tower Air Strippers

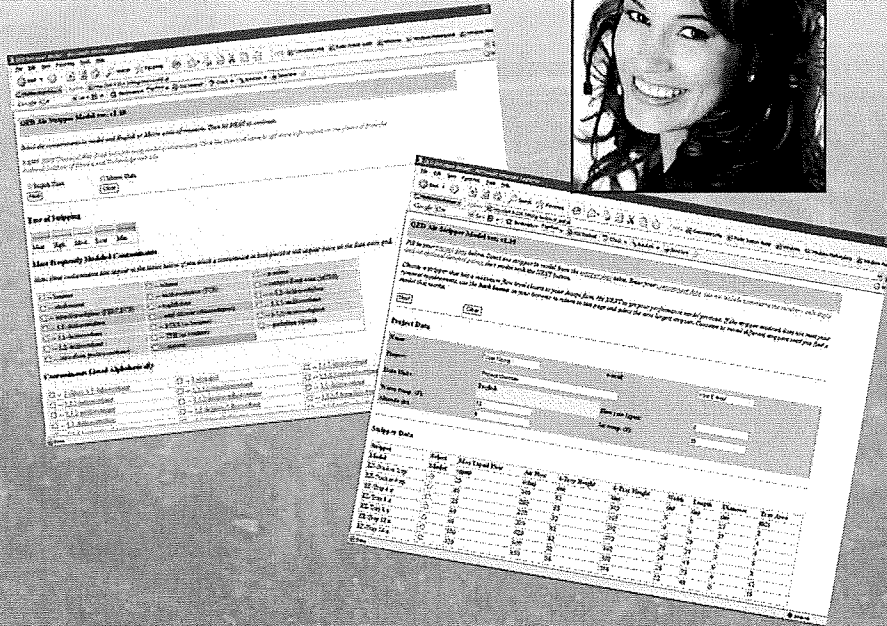
- Packing condition and liquid and air flow distribution are very difficult to observe
- Small footprint but very tall structure required
- More difficult to keep operating at design performance
- More complex process design assistance required
- Laborious packing replacement and interior cleaning required

#### Stacking Tray Air Strippers

- Major disassembly steps and crew needed
- Difficult or impossible to observe air and liquid flow distribution during operation
- Lots of space needed for disassembly, to access all sides and to lift and store tray stages
- More difficult to keep operating at design performance
- Online modeler not offered

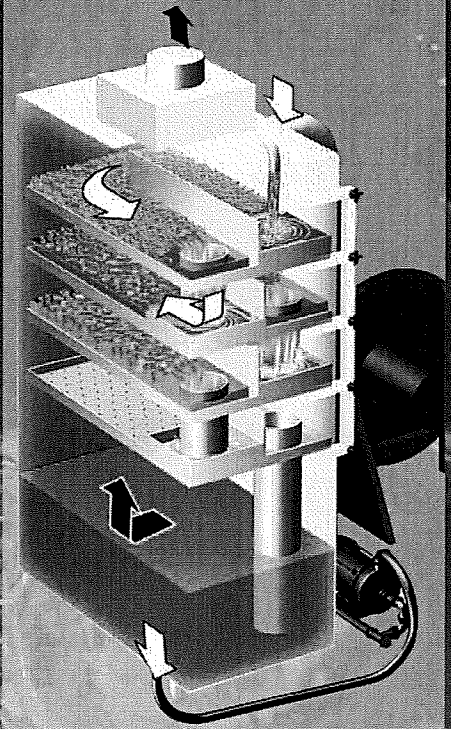


# Online Modeler with Accessible Technical Support!



## The first Online Performance Modeler, developed to assist you in selecting the most effective air stripping package for your groundwater cleanup project

Try it for yourself today! Use our exclusive online stripper modeler at [www.qedenv.com/modeler](http://www.qedenv.com/modeler) to spec the exact size and configuration for your project. Then talk to a QED applications specialist toll-free at (800) 624-2026 for fast, free system design assistance and a price quote.



## How it Works

As contaminated groundwater enters through the top of the air stripper, millions of air bubbles are forced by blower pressure up through the perforated trays. This creates a turbulent froth zone with an extremely high air-to-liquid surface area for mass transfer of volatile organic compounds (VOCs) from liquid to air. Using the froth instead of a conventional tower packing delivers high VOC removal efficiencies even under fouling conditions, and it is easier to inspect and maintain.



The only self-contained Air Stripper certified by NSF to NSF/ANSI Standard 61

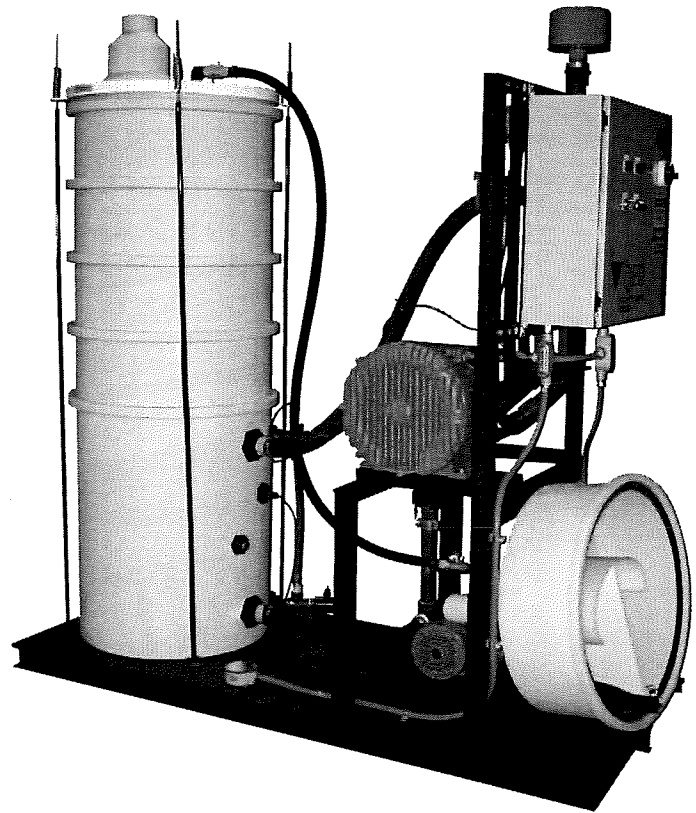
"QED's E-Z Tray® Air Stripper is the first self-contained air stripper that has earned certification from NSF International, demonstrating QED's dedication to enhancing water quality," said Theresa Bellish, Business Unit Manager for NSF International. For the details on the certification visit [www.qedenv.com/airstripper](http://www.qedenv.com/airstripper).



# Stacking Tray Air Strippers

## *E-Z Stacker*<sup>®</sup>

**Innovative Stacking Design  
Delivers Economical,  
Reliable Air Stripping**



### **Low-Cost, Low-Maintenance, Low-Flow Performance**

The innovative design of E-Z Stacker<sup>®</sup> Air Strippers delivers many advantages to environmental consultants, remediation contractors, and end users.

E-Z Stacker models are sized and priced to be the most economical choice for many low to moderate flow cleanup applications (up to 40 gpm). Low capital expense and low O&M requirements make the difference.

The unique E-Z Stacker configuration consists of a series of integrally molded shell / tray modules. The multiple sieve tray design uses forced-draft air bubble generation to provide rapid, effective VOC removal.

### **Easy Disassembly for Routine Cleaning is a Quick, Simple One-person Job**

The whole stack (4 or 6 trays) can be taken apart by releasing just four or six connections. Trays have no loose parts when disassembled, and cannot be reassembled incorrectly. Two sizes are available in four or six tray versions, for maximum flow ranges from 1-40 gpm.

### **Engineered for Maximum Ruggedness and Reliability**

Every element of the heavy-duty HDPE construction has been engineered for durable, reliable performance with a multi-step positive seal against leakage.

The plastic construction makes for a low cost, corrosion-resistant air stripper for installations where the waste water has high chloride content, such as energy operations waste water.

### **Positive-Seal Construction for Leak-Free Performance**

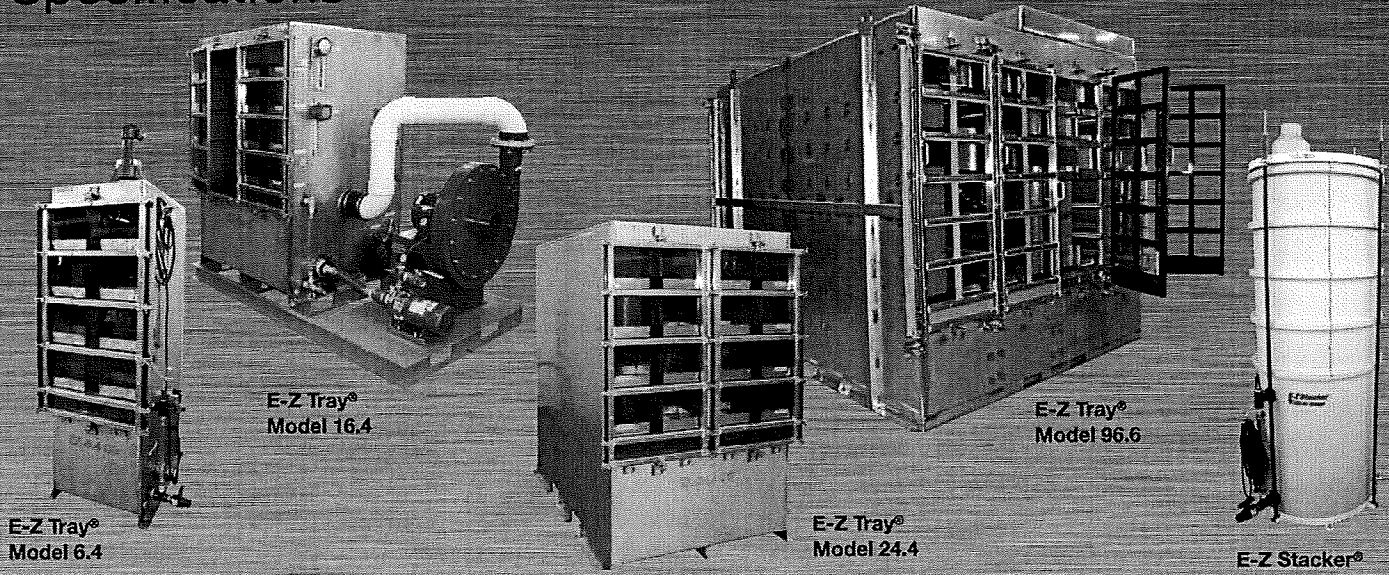
Cylindrical shape provides consistent tray-to-tray contact with no loose or weak points from corners or edges. And, the unique 360 degree lockdown ring, made of solid 2x2x.25 steel angle stock, applies even pressure to the whole circumference of the complete stack.

Tray bottom geometry prevents contact between the water and the gaskets, to further reduces chance of leaking. While heavy-duty gaskets are captured on both inboard and outboard edges to eliminate creeping out of position. Continuous molded-in o-ring bead provides optimum gasket compression.

Unlike tedious, potentially weak tray-to-tray latches, the whole stack sets down securely with just four or six easy-access connections.

The competition just doesn't stack up! Call QED today to talk to one of our Applications Specialists about which E-Z Stacker model is the best choice for your project.

# Specifications



## E-Z Tray® Stainless Steel, Removable Tray Air Stripper Specifications

Model No.	Max. Flow Range gpm (Lpm)	Dry Weight lbs. (kg)	Oper. Weight lbs. (kg)	Shell Dimension DxWxH in. (cm)	Trays Per Tier lbs. (kg)	Active Area ft. <sup>2</sup> (m <sup>2</sup> )	Nominal Air Flow cfm (m <sup>3</sup> /min)	Add'l Space for Tray Removal* in. (cm)
4.4	1-50 (4-189)	630 (286)	985 (447)	30 x 34 x 82 (76 x 86 x 208)	4 x 29 (4 x 13)	2.8 (0.26)	210 (5.95)	27 (69)
4.6	1-50 (4-189)	780 (354)	1,219 (553)	30 x 34 x 102 (76 x 86 x 259)	6 x 29 (6 x 13)	2.8 (0.26)	210 (5.95)	27 (69)
6.4	1-65 (4-246)	790 (358)	1,285 (583)	39 x 34 x 82 (99 x 86 x 208)	4 x 40 (4 x 18)	3.8 (0.35)	320 (9.06)	37 (94)
6.6	1-65 (4-246)	978 (443)	1,591 (722)	39 x 34 x 102 (99 x 86 x 259)	6 x 40 (6 x 18)	3.8 (0.35)	320 (9.06)	37 (94)
8.4	1-75 (4-284)	955 (433)	1,615 (733)	51 x 34 x 82 (130 x 86 x 208)	4 x 50 (4 x 23)	5.6 (0.52)	420 (11.9)	47 (119)
8.6	1-75 (4-284)	1,182 (536)	1,956 (887)	51 x 34 x 102 (130 x 86 x 259)	6 x 50 (6 x 23)	5.6 (0.52)	420 (11.9)	47 (119)
12.4	1-120 (4-454)	1,165 (528)	2,105 (955)	75 x 34 x 82 (191 x 86 x 208)	4 x 60 (4 x 27)	8.8 (0.82)	600 (17.0)	72 (183)
12.6	1-120 (4-454)	1,442 (654)	2,606 (1,182)	75 x 34 x 102 (191 x 86 x 259)	6 x 60 (6 x 27)	8.8 (0.82)	600 (17.0)	72 (183)
16.4	1-150 (4-566)	1,625 (737)	2,870 (1,302)	52 x 59 x 84 (132 x 150 x 213)	8 x 50 (8 x 23)	11.1 (1.03)	850 (24.1)	47 (119)
16.6	1-150 (4-566)	2,011 (912)	3,553 (1,612)	52 x 59 x 104 (132 x 150 x 264)	12 x 50 (12 x 23)	11.1 (1.03)	850 (24.1)	47 (119)
24.4	1-250 (4-946)	2,100 (953)	3,980 (1,805)	75 x 59 x 84 (191 x 150 x 213)	8 x 60 (8 x 27)	17.5 (1.63)	1,300 (36.8)	72 (183)
24.6	1-250 (4-946)	2,599 (1,179)	4,926 (2,234)	75 x 59 x 104 (191 x 150 x 264)	12 x 60 (12 x 27)	17.5 (1.63)	1,300 (36.8)	72 (183)
36.4	1-375 (1,420)	3,200 (1,451)	6,085 (2,760)	75 x 98 x 96 (191 x 249 x 244)	4 x 60 (4 x 27)	26.3 (2.4)	1,900 (53.8)	72 (183)
36.6	1-375 (1,420)	3,900 (1,769)	7,532 (3,416)	75 x 98 x 116 (191 x 249 x 295)	6 x 60 (6 x 27)	26.3 (2.4)	1,900 (53.8)	72 (183)
48.4	1-500 (1,893)	5,000 (2,270)	12,500 (5,670)	124 x 76 x 96 (315 x 193 x 244)	16 x 60 (16 x 27)	27 (2.51)	2,600 (73.6)	72 (183)
48.6	1-500 (1,893)	5,500 (2,495)	13,000 (5,897)	124 x 76 x 116 (315 x 193 x 295)	24 x 60 (24 x 27)	27 (2.51)	2,600 (73.6)	72 (183)
72.4	10-750 (2,839)	6,400 (2,903)	14,600 (6,622)	149 x 98 x 100 (378 x 249 x 254)	4 x 60 (4 x 27)	52.5 (4.88)	3,800 (108)	2 x 72 (2 x 183)
72.6	10-750 (2,839)	7,800 (3,538)	15,100 (6,849)	149 x 98 x 120 (378 x 249 x 305)	6 x 60 (6 x 27)	52.5 (4.88)	3,800 (108)	2 x 72 (2 x 183)
96.4	10-1,000 (3,785)	11,000 (4,990)	25,000 (11,340)	149 x 124 x 100 (378 x 315 x 254)	32 x 60 (32 x 27)	54 (5.02)	5,200 (147)	2 x 72 (2 x 183)*
96.6	10-1,000 (3,785)	11,500 (5,216)	30,000 (13,608)	149 x 124 x 120 (378 x 315 x 305)	48 x 60 (48 x 27)	54 (5.02)	5,200 (147)	2 x 72 (2 x 183)*

Standard construction is 304 SS, other alloys upon request. \*Allow additional space for accessory components (blower, piping, etc.).

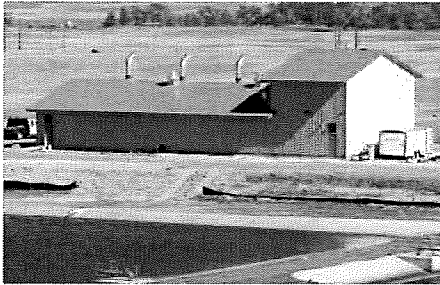
## E-Z Stacker® Cylindrical, Poly, Low-flow Air Stripper Specifications

Model	Flow gpm (Lpm)	Dry Weight lbs. (kg)	Operation Weight lbs. (kg)	Shell Dim. Diam.xH in. (cm)	No. Trays and Weight: lbs. (kg)	Active Area: ft. <sup>2</sup> (m <sup>2</sup> )	Nominal airflow: cfm (m <sup>3</sup> /min)
EZ-2.4P	1-25 (4-94.6)	103 (46.72)	483 (219)	27 x 83 (68.6 x 210.8)	4 @ 18 (8.2)	2.6 (0.24)	140 (3.96)
EZ-2.6P	1-25 (4-94.6)	135 (61.3)	531 (240.9)	27 x 103 (68.6 x 261.6)	6 @ 18 (8.2)	2.6 (0.24)	140 (3.96)
EZ-4.4P	1-40 (4-151.4)	155 (70.3)	1,004 (455.4)	37 x 83 (94.0 x 210.8)	4 @ 37 (16.8)	5.8 (0.54)	280 (7.93)
EZ-4.6P	1-40 (4-151.4)	203 (92.1)	1,134 (514.4)	37 x 102 (94.0 x 259.1)	6 @ 37 (16.8)	5.8 (0.54)	280 (7.93)

\* skid mounted

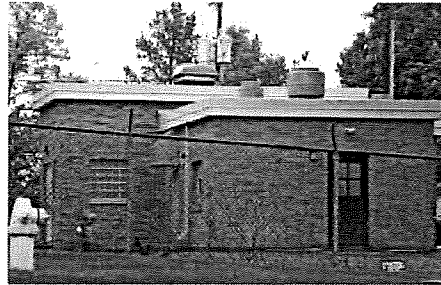
# A comprehensive collection of QED's Air Stripper Case Studies can be found online at:

[www.qedenv.com/Airstrippers](http://www.qedenv.com/Airstrippers)



### Removing Trichloroethene (TCE) from Drinking Water

The U.S. Army Corps of Engineers decided that the most logical and cost effective groundwater treatment choice was low-profile air strippers. Air stripping is a simple, reliable, and proven technology for the removal of TCE from water supplies.



### Treating Vinyl Chloride in Drinking Water with 99.99% Removal Efficiency

The Cedarburg, Wisconsin Light and Water Utility installed an E-Z Tray Air Stripper in a discreet addition to their existing production pump building to treat groundwater containing vinyl chloride that has been traced back to a nearby landfill.



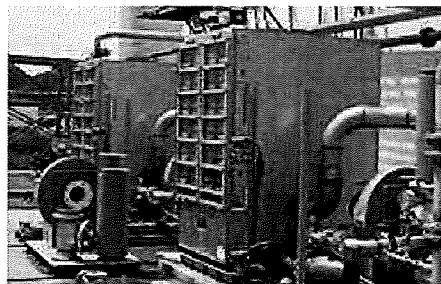
### Removing Chlorinated Solvent Contamination in Australia

A Superfund site in Sydney, Australia chose E-Z Tray Air Strippers organized in series (40 units total) to overcome all of the site's challenges. The client would have used packed towers, but was concerned about workers having easy access to maintain the units, and the highly corrosive environment.



### Ballast Water Treatment on Alaskan Coastline

An Alaskan oil terminal collects and treats contaminated ballast water before discharge, while dealing with extreme fluctuations of liquid temperatures and contaminant concentrations. QED ran different scenarios using our on-line air stripper performance model, and the site selected four of the largest 1,000 gallon per minute E-Z Tray units.



### Pre-treating Using Air Strippers

Two pharmaceutical plants in Puerto Rico use large SBR systems to treat wastewater. New regulations require them to treat the SBR off-gas. Instead of installing a very large CATOX, they decided to pre-treat the wastewater with a more efficient E-Z Tray Air Stripper before it enters the SBRs so they can use a much smaller CATOX unit.



### Using a Compact Design to Treat a Gasoline Spill in a Residential Area

A petroleum company installed compact E-Z Tray Air Strippers on a small lot in a high-end residential neighborhood on Long Island, New York. Compact shipping containers were used to house three E-Z Tray units and other equipment in the same space that would have been totally filled by just one traditional stripper.

Watch previously recorded webinars at [qedenv.com/webinars](http://qedenv.com/webinars)  
Visit [www.youtube.com/QEDmovies](http://www.youtube.com/QEDmovies) to view two online movies



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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. This project includes Unit Well 15 (UW 15) PFAS treatment equipment. Project includes two GAC vessels, two ion exchange vessels, roof movement to accommodate vessels, treated water reservoir separation to create a filter-to-waste tank, chemical feed location changes, acid feed system changes, general HVAC, electrical, and architectural improvements, and driveway resurfacing, all within the City of Madison, Dane County, Wisconsin.

B. Measurement and Payment:

1. Comply with Section 01 29 02.

1.02 FORM OF SPECIFICATIONS

A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting "shall," "CONTRACTOR shall," "shall be," and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words "shall be" shall be supplied by inference where colon (:) used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.

B. Items of Work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.

C. Provide Work described and comply with requirements stated in each Specification section and Drawings unless specifically assigned to other CONTRACTORS or OWNER.

1.03 CONTRACTS

A. Perform Work under single lump sum price Contract(s) with OWNER.

B. Contract "Notice To Proceed" will be provided following:

1. DNR approval of the pump station design has been received.
2. DSPS approval, if required, has been received.
3. PSC approval and OWNER acceptance of terms has been received.
4. City board approval.

C. Failure to meet the deadlines for any of beneficial occupancy, substantial completion, or final completion will result in liquidated damages as specified in the City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, Section 109.9.

1.04 WORK BY OTHERS

A. Utility Services:

1. Madison Water Utility will operate existing and new valves connecting to the active water system.
2. Wisconsin Public Service will make adjustments to their facilities (generator) should the need arise concurrent with Work under this Contract.
- ~~2.3.~~ Madison Water Utility will complete programing updates for the SCADA system.

B. Rehabilitation of Well 15 by OTHERS.

C. Materials Provided by OWNER:

1. None

1.05 MILESTONES (WORK SEQUENCE)

A. Construct Work in stages to accommodate use of site during construction period; coordinate Construction Progress Schedule and operations with OWNER and ENGINEER.

1. Work within existing road right of ways or easements indicated on Drawings.
2. Access to all existing driveways shall be maintained to extent possible.

B. Construct Work in stages to provide for vessel installation.

1. Do not remove roof until vessel delivery is confirmed.
2. Do not remove roof when danger of freezing conditions is imminent.

C. Erosion control measures shall be in place prior to the start of construction. Erosion control measures shall be inspected regularly and maintained throughout the project Work in accordance with the notes on the construction plans.

D. The entire project shall be and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before dates specified in the agreement.

1.06 BENEFICIAL OCCUPANCY

A. Completion Dates

1. Deadline for beneficial occupancy will be June 30, 2025.
2. Failure to meet the beneficial occupancy deadline will result in liquidated damages.
  - a. Liquidated damages are specified in the City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, Section 109.9.

B. Complete the following before requesting Engineer's inspection for certification of beneficial occupancy:

1. Assure the following:
  - a. All equipment signed off from the vendor
  - b. All equipment has been tested, adjusted and properly started and commissioned.

- c. Facility commissioning is successful.
- d. All inspections complete (see below)
- e. Owner has unrestricted use of entire facility.
- f. Owner is able to operate the complete facility as designed and is able to provide safe and reliable water supply to the water distribution system.
- 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 3. Obtain, submit releases enabling Owner unrestricted use of the Work and access to services and utilities.
- 4. Regulatory requirements:
  - a. Where required, obtain occupancy permits, operating certificates, similar releases.
  - b. Obtain necessary State, City, Fire, Building Department, and other inspections as required
- 5. Bonding and insurance:
  - a. Consent of Surety to Reduction In or Partial Release of Retainage.
  - b. Advise Owner of pending insurance change-over-requirements.

C. Inspection Procedures:

- 1. When prerequisites are complete, submit request in writing to Engineer stating that all requirements are satisfied, and requesting inspection.
- 2. Upon receipt of Contractor's request for inspection, Engineer will either proceed with inspection or advise Contractor of unfilled prerequisites.
- 3. Following initial inspection, Engineer will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed before certificate will be issued. Engineer will repeat inspection when requested and when assured that work has been substantially completed.
- 4. Results of completed inspection will form the basis of requirements for Final Acceptance.

1.07 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises for Work and storage to allow for following.
  - 1. Work by other CONTRACTORS.
  - 2. OWNER occupancy.
- B. Coordinate use of premises with ENGINEER and OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.



- E. Confine operations to areas within road right of ways and easements indicated. Do not disturb portions of site beyond areas in which Work is indicated. Work is adjacent to public park and protection from public entering site is required.
- F. Keep driveways, roads, and entrances serving premises clear and available to private residents at all times, except when driveway approach, including curb and gutter across, is being poured and cured. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.
- G. Contractor shall maintain the project worksite in an orderly fashion, including stockpiled material, pipe for utilities, equipment, and tools. Contractor will cleanup, remove, or relocate said materials, equipment, pipe, or tools as directed by Engineer or Owner.

1.07 EASEMENTS, LICENSES, AND PERMITS

- A. Easements, construction licenses, and permits obtained for Work shown on Drawings.
  - 1. OWNER has copies of documents on file for review.
  - 2. Comply with provisions of easements, licenses, and permits.
  - 3. Obtain additional construction easements necessary to complete Work.
  - 4. Easements are shown on Drawings.
  - 5. Perform construction within existing rights-of-way or within limits of easements and construction licenses.
  - 6. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas.
  - 7. Comply with requirements of owners or maintaining authorities.
  - 8. Obtain written approval of restoration from easement and construction license grantors shown on Drawings.

1.08 STANDARD SPECIFICATIONS

- A. Perform utility Work in accordance with these Specifications and City of Madison Standard Specifications (“City Specifications”) available online:  
<https://www.cityofmadison.com/engineering/developers-contractors/standard-specifications>

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Section includes administrative and procedural requirements for substitutions.

1.02 DEFINITIONS:

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.03 SUBMITTALS:

- A. Submit the following shop drawings in accordance with Section 01 33 00.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use Form 01 25 00-1 to request substitution.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Justification for use of the proposed equivalent item(s), including evidence, as applicable, that Contract specified material, product or equipment is unobtainable or unobtainable within an acceptable time for Contract completion.
    - b. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable. If the Contractor is proposing the substitution because of unavailability of the product, submit a letter from the manufacturer stating the product is unavailable with an explanation of why it is unavailable with the Form 01 25 00-1
    - c. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - d. Detailed comparison of qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, electrical characteristics, visual effect, sustainable design characteristics, warranties, and



specific features and requirements indicated and specified. Indicate deviations, if any, from the Work specified.

- e. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - f. Samples, where applicable or requested.
  - g. Certificates and qualification data, where applicable or requested.
  - h. List of similar installations for completed projects with project names and addresses and names, telephone numbers and addresses of engineers and owners.
  - i. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - j. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - k. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - l. Cost information, including a proposal of change, if any, in the Contract Sum.
  - m. A prediction of any effects the proposed change will have on operation and maintenance costs, where applicable.
  - n. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is intended for applications indicated.
  - o. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.04 ACCEPTABLE EQUIVALENT PRODUCTS, MATERIALS AND EQUIPMENT:

- A. Any other product the contractor wants to substitute must follow the requirements of this Section.
- B. If the Contractor chooses to substitute equipment other than a named manufacturer, any additional costs required to accommodate such equipment shall be made without a change in the Contract Price or Contract Time and at no additional cost to the Owner.

1.05 MATERIAL AND WORKMANSHIP:

- A. Whenever a material, article, system or sub-system is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required; it shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.
- B. The Owner reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in Owner's best interest.
- C. Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review.
- D. Such requests will not be accepted from anyone other than the Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.
- E. The Contractor is responsible for all delays caused by its failure to submit complete and accurate information with any request for approval of any material, article, system or subsystem, as an equivalent.

1. Contractor Risk:

- a. If the Contractor includes in his bid or later proposes any material, product or equipment that he considers equivalent to that specified, the Contractor assumes all risk of any sort associated with acceptance or rejection of proposed equivalent items.
- b. The Contractor shall have no right to make claim based upon his bid that includes a proposed equivalent item(s) of work which resulted in a lower bid amount for said item(s) or lower total bid.

2. Equivalency:

- a. An item will be considered equivalent to the item specified if:
  - (1) It is equal or better in design and strength in all subparts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and
  - (2) It is equal or better in specified parameters in performance in all respects for the specific function(s) indicated in the contract.

3. Supplemental Requirements:

- a. The time associated with equivalency review will be paid by the Contractor.
- b. Any tests required by the Owner to establish quality and performance standards shall be promptly conducted by or through the Contractor at no additional cost to the Owner.
- c. The Contractor shall submit any additional data requested by the Engineer for the equivalency review.

- d. The Contractor shall satisfactorily accomplish all changes, including any engineering associated with use of equivalent items, at no additional cost to the Owner.
- e. The Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

1.06 QUALITY ASSURANCE:

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers at no cost to the Engineer or Owner.

1.07 PROCEDURES:

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS:

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce specified and indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not negatively affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## ADDENDUM 3

- B. Substitutions for Convenience: Not allowed unless otherwise indicated in Specifications.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner an advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce specified and indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

### PART 3 - EXECUTION

#### 3.01 CONTRACT CLOSEOUT:

- A. Provide in accordance with Section 01 77 00.

Form 01 25 00-1  
SUBSTITUTION REQUEST

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to design, including Engineer design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

Engineer REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 01 25 00.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01 25 00.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  Engineer

Other: \_\_\_\_\_

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Form 01 25 00-1 (Continued)  
SUBSTITUTION REQUEST

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

Engineer Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No. \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  1-4 years old  5-10 years  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point-by-point comparative data attached – REQUIRED BY Engineer

Reason for not providing specified item: \_\_\_\_\_

\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Engineer/Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

Date Installed: \_\_\_\_\_

Proposed substitution affects other part of Work:  No  Yes, explain \_\_\_\_\_

\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports \_\_\_\_\_

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. ~~1.~~—Procedural requirements for Work-related submittals including Construction Progress Schedules, Shop Drawings, product data, samples, operation and maintenance (O&M) data, schedule of values and other miscellaneous Work-related submittals.

B. Tracking

1. Submittal tracking shall be managed through an online platform of the contractor's choosing.
2. Submittal tracking shall be free for use to the OWNER and ENGINEER.
- ~~3.~~ Email notices and reminders shall be sent automatically through the submittal tracking software.

1.02 DEFINITIONS

A. Submittal for Review:

1. Submittal for ENGINEER's review in accordance with requirements of Contract Documents.

B. Submittal for Record:

1. Submittal for inclusion into OWNER's records prior to Substantial Completion. Submittal will not be reviewed by ENGINEER.

1.03 CONSTRUCTION PROGRESS SCHEDULES

A. Prepare and submit Construction Progress Schedule to ENGINEER for review, within 5 days after effective date of Contract.

B. No Work shall be done between 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays without written permission of OWNER. Emergency Work may be done without prior permission. Saturday Work may be allowed with written permission of OWNER, with no equipment start up prior to 7:30 a.m.

C. Night Work may be established by CONTRACTOR as regular procedure with written permission of OWNER. Such permission may be revoked at any time by OWNER.

D. Prepare schedules in form of horizontal bar chart.

1. Provide separate horizontal bar for each operation.

2. Horizontal Time Scale: Identify first work day of each week.
3. Scale and spacing to allow space for notations and future revisions.
4. Arrange listings in order of start of each item of Work.

E. Construction Progress Schedule:

1. Show complete sequence of construction by activity.
2. Show dates for beginning and completion of each major element of construction and installation dates for major items. Elements shall include, but not be limited to, following.
  - a. Material and equipment order, manufacturer, delivery.
  - b. Performance tests and supervisory services activity.
  - c. Water main, sanitary sewer and other utility installation.
  - d. Asphalt pavement removal.
  - e. Excavation, backfilling.
  - f. Site grading.
  - g. Concrete work.
  - h. Dewatering.
  - i. Connections to existing water main and sanitary sewer.
  - j. Subcontractor's items of Work.
  - k. Paving asphaltic surface.
  - l. Restoration and landscaping.
  - m. Final cleanup.
  - n. Allowance for inclement weather.
  - o. Miscellaneous items.
3. Show projected percentage of completion for each item as of first day of each month.

F. Schedule Revisions:

1. Every 30 days to reflect changes in progress of Work.
2. Indicate progress of each activity at date of submittal.
3. Show changes occurring since previous submittal of schedule.
  - a. Major changes in scope.
  - b. Activities modified since previous submittal.
  - c. Revised projections of progress and completion.
  - d. Other identifiable changes.
4. Provide narrative report as needed to define following.
  - a. Problem areas, anticipated delays, and impact on schedule.
  - b. Corrective action recommended and its effect.
  - c. Effect of changes on schedules of other CONTRACTORS.

1.04 SHOP DRAWINGS AND PRODUCT DATA

A. Scheduling:



## ADDENDUM 3

1. CONTRACTOR is not required to submit preliminary or final schedule of Shop Drawing submissions as required in Subparagraph 2.05.A.2 and Paragraph 2.07 of General Conditions.

### B. CONTRACTOR's Responsibilities:

1. Review Shop Drawings and product data prior to submittal.
2. Determine and verify following.
  - a. Field measurements.
  - b. Field construction criteria.
  - c. Catalog numbers and similar data.
  - d. Conformance with Specifications.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Notify ENGINEER in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
6. Designate in Construction Progress Schedule, dates for submittal and receipt of reviewed shop drawings and samples.
7. Submittals received but not requested in Specifications shall be returned without review.

### C. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
  - a. CONTRACTOR.
  - b. Supplier.
  - c. Manufacturer.
5. Identification of product, with identification numbers, and Drawing and Specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on Drawings and in Specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of Work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.
12. 8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.
13. CONTRACTOR's stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.

### D. Resubmittal Requirements:

1. Comply with submittal requirements.

2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
  3. Identify on transmittal form submittal is resubmission.
  4. Shop Drawings and Product Data:
    - a. Revise initial drawings or data and resubmit as specified for initial submittal.
    - b. Indicate changes made other than those requested by ENGINEER.
    - c. ENGINEER's responsibility for variation or revisions from previously reviewed submittal is established in Article 6.17.D.3 of General Conditions.
- E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER's stamp approval to following.
1. Jobsite file.
  2. Record documents file.
  3. Subcontractors.
  4. Supplier or fabricator.
- F. ENGINEER's Duties:
1. Review submittals in accordance with schedule.
  2. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
  3. Return submittals to CONTRACTOR for distribution or for resubmittal.

#### 1.05 TEST RESULTS AND CERTIFICATIONS

- A. Submit test results and certifications required in Specification sections.
- B. Submit test results upon completion of test or submittal of results from testing laboratory.
- C. Test results and certifications are to be submitted for review of conformance with specified requirements and information.

#### 1.06 DELAYS AND RECOVERY

- A. If, at any time during Project, CONTRACTOR fails to complete activity by its latest scheduled completion date, CONTRACTOR shall, within three working days, submit to ENGINEER written statement as to how and when Work force will be reorganized to return Contract to current construction schedule.
- B. When it becomes apparent from progress evaluation and updated schedule data that milestone completion or Contract completion dates will not be met, CONTRACTOR shall take some or all of the following actions:
  1. Increase construction staffing in such quantities and crafts as shall substantially eliminate backlog of Work.
  2. Increase number of working hours per shift, shifts per work day, work days per week, or amount of construction equipment, or combination of foregoing sufficient to substantially eliminate backlog of Work.

3. Reschedule Work items to achieve concurrency of accomplishment.
- C. Addition of equipment or construction forces, increasing working hours or other method, manner, or procedure to return to current Construction Progress Schedule will not be considered justification for amending Contract Documents or treated as acceleration.
- 1.07 GUARANTEE, WARRANTIES, MAINTENANCE AGREEMENTS, AND WORKMANSHIP BONDS
- A. Refer to Specification sections for requirements. Submittal considered final when submittal is returned by ENGINEER, marked "No Exception Taken" or "Make Corrections Noted."
  - B. In addition to copies desired for CONTRACTOR's use, furnish 2 executed copies. Provide 2 additional copies where required for maintenance data.
- 1.08 OPERATION AND MAINTENANCE (O&M) DATA
- A. Compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under Contract. Prepare O&M data as specified in this section and as referenced in other pertinent sections of Specifications.
  - B. Manual Format: Prepare data in form of instructional manual for use by OWNER's personnel.
    1. Size: 8-1/2 in. by 11 in. or 11 in. by 17 in. folded, with standard 3-hole punching.
    2. Text: Manufacturer's printed data, or neatly typewritten.
    3. Drawings:
      - a. Provide reinforced punched binder tab, bind in with text.
      - b. Fold larger drawings to size of text pages and place in envelopes which are to be bound into manual. Place suitable identification on outside of each envelope.
    4. Cover: Identify each manual with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS and following."
      - a. Title of Project.
      - b. Identity of CONTRACTOR.
      - c. Identity of general subject matter covered in manual.
      - d. Identity of section number as set forth in Contract Documents.
      - e. Date of installation.
    5. Binders:
      - a. Commercial quality binders with durable and cleanable plastic covers.
- C. Product Data:
1. Include only those sheets pertinent to specific product.
  2. Annotate each sheet to:
    - a. Identify specific product or part installed.

- b. Identify data applicable to installation.
      - c. Delete references to inapplicable information.
    - 3. Provide table of contents.
    - 4. Project installation schedule listing dates and locations of products installed.
- 1.09 ACTION ON SUBMITTALS
- A. ENGINEER's Action:
- 1. General:
    - a. Except for submittals for record and similar purposes, where action and return on submittals required or requested, ENGINEER will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR without delay.
    - b. ENGINEER will stamp each submittal with action stamp, appropriately marked with submittal action.
  - 2. Notification of Insufficient Information:
    - a. If information submitted is not sufficient to complete review of submittal, ENGINEER will send transmittal to CONTRACTOR notifying CONTRACTOR that additional information is required.
    - b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.
- B. Action Stamp:
- 1. Marking: No Exception Taken.
    - a. Final Unrestricted Release: Where submittals are marked as "No Exceptions Taken," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
  - 2. Marking: Make Corrections Noted.
    - a. Final-But-Restricted Release: When submittals are marked as "Make Corrections Noted," Work covered by submittal may proceed provided it complies with ENGINEER's notations or corrections on submittal and with Contract Documents. Acceptance of Work depends on that compliance. Resubmittal is not required.
  - 3. Marking: Rejected; See Remarks.
    - a. Submittal Not Accepted: When submittals are marked as " Rejected; See Remarks," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents.
    - b. Prepare new submittal for different material or equipment supplier or different product line or material of same supplier complying with Contract Documents.

4. Marking: Amend and Resubmit.
  - a. Returned for Resubmittal: When submittals are marked as "Amend and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress.
  - b. Revise submittal or prepare new submittal in accordance with ENGINEER's notations. Resubmit without delay. Repeat if required to obtain different action marking.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows.
  1. Construction Progress Schedule:
    - a. Digital copies of initial schedule.
    - b. Digital copies of each revision.
  2. Shop Drawings and Product Data: 6 hard copies or 1 PDF copy.
  3. Test Results: 1 PDF copy.
  4. Construction Photos: 1 PDF copy.
  5. Other Submittals:
    - a. 1 PDF copy if required for review.
    - b. 1 PDF copy if required for record.
  6. All digital files to have bookmarks for file management.

B. Resubmittals

1. Update submittals to address comments prior to resubmittal.
2. Resubmittals will be returned unreviewed if significant errors are noted.
3. Reviews of resubmittals is limited to 2 (3 total submittals with original submittal).
4. Excess submittals may be subject to contractor reimbursement for engineering fees related to additional reviews.

END OF SECTION

SECTION 44 43 31

PRESSURE FILTRATION EQUIPMENT – GAC AND ION EXCHANGE

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Provide and test filtration equipment including, pressure vessel[s], valves, piping, fittings, underdrains, media, with water from potable water drinking water supply as indicated and in compliance with Contract Documents.
- B. Granular Activated Carbon (GAC) and Ion Exchange (IX) will not be backwashed automatically. Media replacement and backwash will be operated manually.
- C. All materials shall meet Buy America – Build America Act.
- D. Provide equipment information with bid as noted in the bid form.

1.02 REFERENCES:

- A. American Society for Testing and Materials International (ASTM):
  - 1. A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- B. American Water Works Association (AWWA):
  - 1. B100: Granular Filter Material
  - 2. C200: Steel Water Pipe - 6 in. (150 mm) and Larger
  - 3. C207: Steel Pipe Flanges for Waterworks Service— Sizes 4 In. Through 144 In. (100 mm Through 3,600 mm)
- C. NSF International (NSF):
  - 1. 61: Drinking Water System Components - Health Effects

1.03 SUBMITTALS:

- A. Submit the following shop drawings in accordance with Section 01 33 00.
  - 1. Certified shop and erection drawings.
  - 2. Data, regarding filter characteristics and performance:
    - a. Prior to fabrication and testing, provide guaranteed performance based on service conditions specified.
  - 3. Shop drawing data for accessory items.

4. Certified setting plans, with tolerances, for anchor bolts.
  5. Manufacturer's literature as needed to supplement certified data.
  6. Operating and maintenance instructions and parts lists.
  7. Listing of reference installations as specified with contact names and telephone numbers.
  8. Qualifications of field service engineer.
  9. Shop and Field inspections reports.
  10. List of spare parts.
  11. Recommendations for short and long term storage.
  12. Special tools.
  13. Shop and field testing procedures and equipment to be used.
  14. Recommended location and mounting of equipment and appurtenances.
  15. Number of service person days provided and per diem field service rate.
  16. Manufacturer's product data and specifications for shop painting including statement of compliance for compatibility and NSF Std. 61 approval.
  17. The latest ISO 9001 series certification or other quality control plan.
  18. Material Certification:
    - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated. If materials other than those specified are proposed based on incompatibility with the service conditions, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated including an installation list of a minimum of five (5) installations in operation for a minimum of five (5) years. Provide proposed materials at no additional cost to the Owner.
    - b. Where materials are not specified, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated.
- B. A copy of the contract mechanical process, electrical and instrumentation drawings, with addenda that are applicable to the equipment specified in this section, marked to show all changes necessary for the equipment proposed for this specification section. If no changes are required, mark all drawings with "No changes required" or provide a statement that no changes are required.

### ADDENDUM 3

1. Failure to include all drawings or a statement applicable to the equipment specified in this section will result in submittal return without review until a complete package is submitted.
- C. A copy of this specification section with addenda and all referenced specification sections with addenda, with each paragraph check-marked to indicate specification compliance or marked and indexed to indicate requested deviations and clarifications from the specified requirements.
1. If deviations and clarifications from the specifications are indicated, therefore requested by the Contractor, provide a detailed written justification for each deviation and clarification.
  2. Failure to include a copy of the marked-up specification sections and or the detailed justifications for any requested deviation or clarification will result in submittal return without review until marked up specifications and justifications are submitted in a complete package.
- 1.04 SPARE PARTS:
- A. Comply with the requirements specified in Section 01 61 00.
  - B. Provide manway gaskets 2 for each size and type.
  - C. Spare water distribution and collection nozzles – 10 percent of each size and type where used.
  - D. Flange gaskets 2 for each size and type.
  - A-E. Provide other spare parts as required for first year preventative maintenance and to maintain warranties noted in contract documents.
- 1.05 QUALITY ASSURANCE:
- A. Comply with the requirements specified in Section 01 43 00.
  - B. Standardization and System Responsibility:
    1. For specific purposes of standardization and total system responsibility, equipment included in this section shall be furnished by single manufacturer.
    2. To ensure proper operating systems, manufacturer of filtration equipment shall also be responsible for providing following:
      - a. Butterfly valves, ball valves, and air release valves associated with equipment operation.
      - b. Piping associated with standard equipment package. Piping shall include all piping to vessel isolation valves.
  - C. Services of Manufacturer's Representative as stated in Section 01 43 00 and as specified herein.
  - D. Provide services of factory-trained Service Technician, specifically trained on type of equipment specified:



1. Service Technician must have a minimum of five (5) years of experience, all within the last seven (7) years, on the type and size of equipment.
  2. Service Technician must be present on site for all items listed below. Person-day requirements listed are exclusive of travel time, and do not relieve Contractor of the obligation to place equipment in operation as specified.
  3. Installation: Inspect grouting, location of anchor bolts; setting, leveling, alignment, field erection; coordination of piping, electrical and miscellaneous utility connection:
    - a. 2 person-days.
  4. Functional Testing: Calibrate, check alignment and perform a functional test dry and a test with water. Tests to include all items specified.
    - a. 4 person-days.
  5. Performance Testing: Field performance test equipment specified.
    - a. 2 person-days.
  6. Vendor Training: Provide classroom and field operation and maintenance instruction including all materials, slides, videos, handouts and preparation to lead and teach classroom sessions.
    - a. 1 person-days.
  7. Credit to the Owner, all unused service person-days specified above, at the manufacturer's published field service rate.
  8. Any additional time required of the factory trained service technician to assist in placing the equipment in operation, or testing or to correct deficiencies in installation, equipment or material shall be provided at no additional cost to the Owner.
- E. Manufacturer of specified equipment shall have a minimum of ten (10) operating installations with equipment of the size specified and in the same service as specified operating for not less than five (5) years.
- 1.06 DELIVERY STORAGE AND HANDLING:
- A. Comply with the requirements specified in Section 01 61 00.
  - B. Transport and store media to avoid contamination.
  - C. Transport, delivery and store in accordance with written instructions from the manufacturer.

PART 2 - PRODUCTS

2.01 SYSTEM DESCRIPTION:

- A. Design Requirements:

1. Hydraulic Conditions:
  - a. Design Flow, gpm: 700
  - b. Working Pressure, psi: less than 100
  - c. Maximum Loading Rate, gpm/ft<sup>2</sup>: 6.2

2.02 MANUFACTURERS:

- A. Calgon Carbon.
- B. AqueoUS Vets.

2.03 PRESSURE VESSELS:

A. Vertical Pressure Filter:

1. Minimum Filtering Area/Filter, feet<sup>2</sup>: 113.1
2. Number of Vessels: 4
3. Filter size: 12 feet diameter
  - a. 20,000 lb capacity GAC media
  - b. 3 minute minimum IX media contact time.
  - c. 3 foot minimum IX media depth (minimum 340 cubic feet).
4. Maximum overall height – see drawings
5. Material: Welded Steel Construction:
  - a. SA-516 Grade 70 steel.
  - b. Design with pressure safety factor of 4.
  - c. Factory test to 50 percent above design system pressure.
  - d. 100 psi or higher ASME code with stamp.
6. Access manhole in each filter at both the top above the media and the bottom. Provide with spare gasket, Minimum 124 inches (300 mm)-x 16-18 inches (400 mm)-manway.
7. Adjustable cast iron jacklegs or other methods to adjust height for level installation.
8. Flanges for piping connections.

B. Vessel:

1. Provide all pressure vessels constructed in accordance with Section VIII of the ASME code requirements for cold fired pressure vessels, and bear the ASME stamp.
  - a. Minimum thicknesses: Provide accordance with ASME code requirements. Verification of ASME code design to include calculated head and shell thicknesses. Submit with the first submittal drawing and be approved by the Engineer Representative prior to authorization of fabrication. Vessels shall be fabricated in a facility holding a current ASME U-stamp. Facilities holding an ASME R (“repair”) or other certification are not acceptable.
2. Provide all flanges, plates, angles, channels, and beams, including side shell to head connections, joined by full penetration welds, each side, continuous welding.
3. Flanges: Factory welded on split centers.

C. Vessel Interior Construction:

1. Influent and Collection System:
  - a. The influent and collection system shall be the manufacturer standard design and shall be capable of continuously collecting water at the maximum design loading rates.
  - b. Provide the influent and collection system capable of uniform water distribution.
  - c. Adjust IX media influent system to accommodate reduced media capacity in vessel.
  - d. Materials must be compatible with media.
  - e. Metals internals shall be 316 Stainless Steel Schedule 10 or higher.
  - e-f. Use of teflon tape on internal systems is prohibited.

D. Vessel Miscellaneous Components:

1. Provide each filter cell equipped with a sufficient number of 14-inches (350 mm) x 18-inches (450 mm) manways, rated for the working pressure of the vessel for the purposes of media loading, observation of backwash functions and inspection.
2. Provide 1/2-inch (13 mm) diameter, full couplings for sample taps.
3. Provide Type 316 anchor bolts and hardware.
4. Provide pipe and isolation valves for media replacement as noted in drawings.
- 4.5. Provide expansion joint at connections to the vessels as noted in the drawings.

2.04 GAC MEDIA:

- A. 20,000 lbs of C400 Calgon Carbon GAC media per 2 vessels (40,000 lbs total):
  1. F400 Media

## ADDENDUM 3

2. Mesh Size 12x40
  3. Mean Diameter 9.7 micrometer
  4. Conform to NSF 61.
- B. Media installed in field.
- 2.05 IX MEDIA:
- A. PFA 694 E by Purolite OR PSR 2+ by Dow
    1. Mesh Size 16x50 Or 16x40
    2. Conform to NSF 61.
  - B. Media installed in field.
- 2.06 SUPPORT GRAVELS MEDIA:
- A. In lieu of support gravel, GAC or IX media shall be used, respectively, and collection headers shall be self-supporting.
- 2.07 VALVES:
- A. Filter function valves: Provide motor actuated valves.
    1. Valve size as specified and indicated
  - B. Valves: Wafer lug style butterfly valves in accordance with Section 40 23 13.01.
  - C. Provide four motor actuators for FCV 15-, FCV 15-2, FCV 15-3, FCV 15-4.
    1. Rotork QT-3 or Equal.
  - D. Provide position switches integral to motor operator.
  - E. Provide all valves with visual valve position indicators.
  - F. Provide manual hand-wheel overrides.
  - G. Combination air/ vacuum release valves, provide one for each vessel in accordance with Section 40 23 13.01.
- 2.08 INSTRUMENTATION:
- A. Loss of Head Gauge Panel PI/PDIT 15-1, PI/PDIT 15-2, PI/PDIT 15-2, and PI/PDIT 15-4.
    1. Provide a Type 316 stainless steel loss of head gauge panel completely factory fabricated.
    2. The gauge panel shall have the following 4-1/2 inch flush-mounted gauges:

- a. Inlet header: 0-100 psi (0 – 690 kPa)
  - b. Effluent header: 0-100 psi (0 – 690 kPa)
  - c. Loss of head - between influent and effluent headers, 0-10 psi (0 – 70 kPa) differential pressure gauge with switch
3. Provide a differential pressure transmitter manufactured by Rosemount (3051 series) or equal to indicate the differential pressure between the influent and effluent of each filter. The 4~20 mA differential pressure signal shall be wired to the UW15 PLC control panel.
  4. Each panel shall be equipped with the following components:
    - a. Phenolic nameplates identifying gauges and sample taps.
    - b. Two flush mounted sample taps for influent and effluent locations.
    - c. Manufacturer nameplate, aluminum construction.
  5. Provide mounting hardware (brackets, U-bolts, nuts, washers, etc.) for affixing to face piping.
- 2.09 SHOP PAINTING:
- A. The interior of the filter including above and below the underdrain plate shall be sandblasted and protected from corrosion by proper application of approved coatings for potable water. The exterior of the vessel shall be sandblasted and prime painted at the factory.
  - B. Surface preparation:
    1. Interior - Sandblast to near white blast cleaning (SSPC-SP10).
    2. Exterior - Sandblast to commercial blast cleaning (SSPC-SP6).
  - C. Coating:
    1. Interior - All interior coatings shall be NSF Std. 61 approved. Stripe coating: hand-apply one coat Tnemec pota-pox tank white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils. Prime coating: Tnemec pota-pox Beige primer to a dry mil thickness of 3-5 mils before any rust can form. Finish coating: Tnemec pota-pox tank white to a dry mil thickness of 4-6 mils for a total dry film thickness of 7-11 mils.
    2. Exterior - Stripe coating: hand-apply one coat Tnemec Series 20 tank white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils. Prime coating: Tnemec Series 20 Beige primer to a dry mil thickness of 3-5 mils before any rust can form. The exterior finish coat shall be applied by others with compatible system.
  - D. The total paint system shall be the product of and be applied in accordance with the recommendations of one manufacturer. Alternate paint systems must be pre-approved by Engineer Representative. Contractor shall provide an adequate amount of field touch-up paint.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Installation shall be as shown on the plans and in accordance with the manufacturer's recommendations, installation instructions and assembly drawings. Manufacturer's installation instructions and assembly drawings shall be submitted and approved by the Engineer Representative prior to shipment of equipment. Installation of the filtration system shall be in strict accordance with the details shown on the drawings and in complete conformance to manufacturer's instructions and procedures.
- B. Disinfection of IX media vessels shall be completed prior to IX media installation but following installation of all other media influent and collection piping systems within the vessel.

3.02 FACTORY SERVICES AND START-UP:

- A. Installation Supervision. The Contractor shall coordinate with the treatment equipment manufacturer to provide factory supervision (as outlined on the Equipment Schedule) or direction during critical phases of installation. Critical phases will include setting of equipment, installation of internals, installation of controls, wiring instrumentation and other components critical to the successful operation of the system.
- B. Media Installation. Installation of support gravels and filter media shall be under the direct supervision of an employee of the filter manufacturer experienced in this procedure as required by AWWA B100 standard and in accordance with the Equipment Schedule. This includes GAC backwash and IX flushing (manual processes).
- C. System Start-Up and Training:
  - 1. The contractor will verify in writing that the project is ready for manufacturer's field services. Copies of written verification shall be given to the manufacturer, Engineer Representative and Owner prior to scheduling field services.
  - 2. The contractor shall provide the services of a factory representative during installation and on-site start-up supervision of the treatment equipment. The contractor shall provide installation and on-site start-up supervision. At a minimum, the equipment manufacturer's technician shall perform the following start-up functions:
    - a. Provide the number of days indicated to the Contractor during installation of the equipment.
    - b. Inspect the final installation to assure proper installation, connection and wiring of all equipment of the manufacturer's supply.
    - c. Start-up of the equipment in the presence of the Contractor and Owner's operating personnel.
    - d. Training of Owner's operating personnel in proper operation and maintenance procedures, start-up/shutdown procedures, response to emergency conditions, and troubleshooting. The responsibility of the Contractor and the factory service representative with regard to start-up shall be fulfilled when the start-up is

complete, the equipment is functioning properly, operating personnel have been trained and the equipment has been accepted by the Owner.

3.03 FIELD TOUCH-UP PAINTING:

- A. After installation and approved testing by the Engineer Representative, Contractor shall apply field touch-up paint to all scratched, abraded and damaged shop painted surfaces. Coating type and color shall match shop painting.

3.04 CONTRACT CLOSEOUT

- A. Provide in accordance with Section 01 77 00.

END OF SECTION







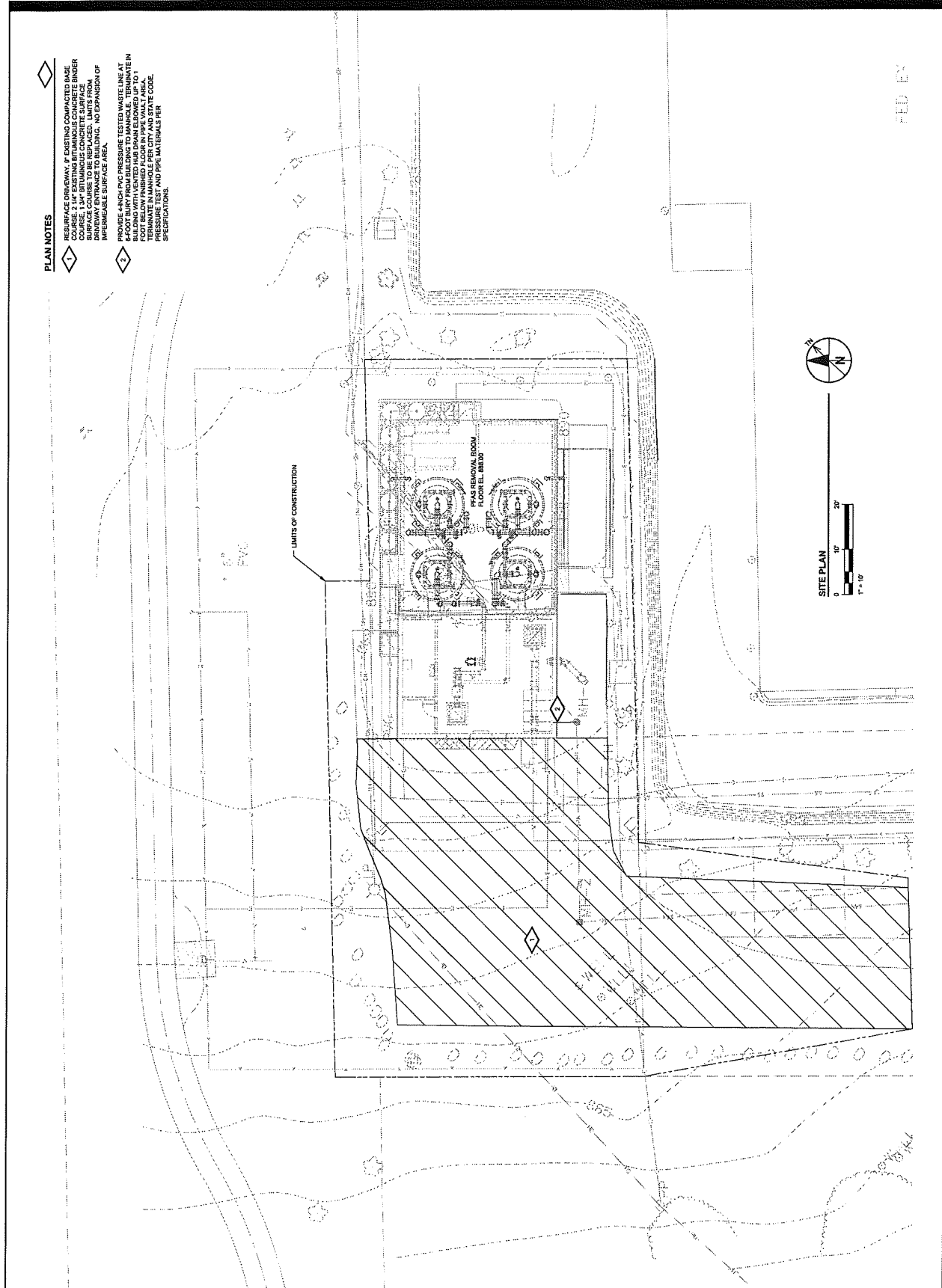


PROJECT  
UNIT WELL 15 PFAS  
TREATMENT FACILITY

*original*

CLIENT  
MADISON WATER UTILITY  
119 E. OLIVE AVENUE  
MADISON, WISCONSIN 53713  
761.626.6551 www.mwu.com

- PLAN NOTES**
- 1. REMOVE EXISTING 4" CURBS AND EXISTING BASE COURSE, 1.5" BITUMINOUS CONCRETE SURFACE AND EXISTING DRIVEWAY ENTRANCE TO BUILDING. NO EXPANSION OF IMPERMEABLE SURFACE AREA.
  - 2. PROVIDE 4-INCH PVC PRESSURE TESTED WASTE LINE AT 6-FOOT BURY FROM BUILDING TO MANHOLE. TERMINATE IN 18" DIAMETER 15' DEEP MANHOLE WITH 12" DIAMETER 1' FOOT BELOW FINISHED FLOOR IN PIPE VAULT AREA. PROVIDE 15' MINIMUM COVER AND TEST PER STATE CODE. PRESSURE TEST AND RECORD PER STANDARD SPECIFICATIONS.



ISSUE/REVISION	
NO.	DATE
1	10/22/23
ISSUE FOR BID	DESCRIPTION

PROJECT NUMBER  
60686092

SHEET TITLE  
CIVIL SITE PLAN

DWG NUMBER  
02-C-01

SHT NUMBER  
09 OF 55

**REMOVAL NOTES**

(A) DISCONNECT AND REMOVE ALL POWER RECEPTACLE AND EQUIPMENT AND ASSOCIATED CONDUIT AND WIRING. THE ASSOCIATED CIRCUIT ARE REMOVED, MARK CIRCUIT SPACE IN PANEL BOARD DIRECTORY, ANY REMAINING CIRCUIT ARE TO REMAIN OPERATIONAL AFTER DEMOLITION.

(B) DISCONNECT AND REMOVE POWER RECEPTACLE AND EQUIPMENT, POWER RECEPTACLE AND EQUIPMENT TO BE REMOVED SHALL BE MARKED WITH THE LOCATION, REMOVE EXISTING CONDUIT AND WIRING AS MUCH AS IS FEASIBLE.

**GENERAL NOTES**

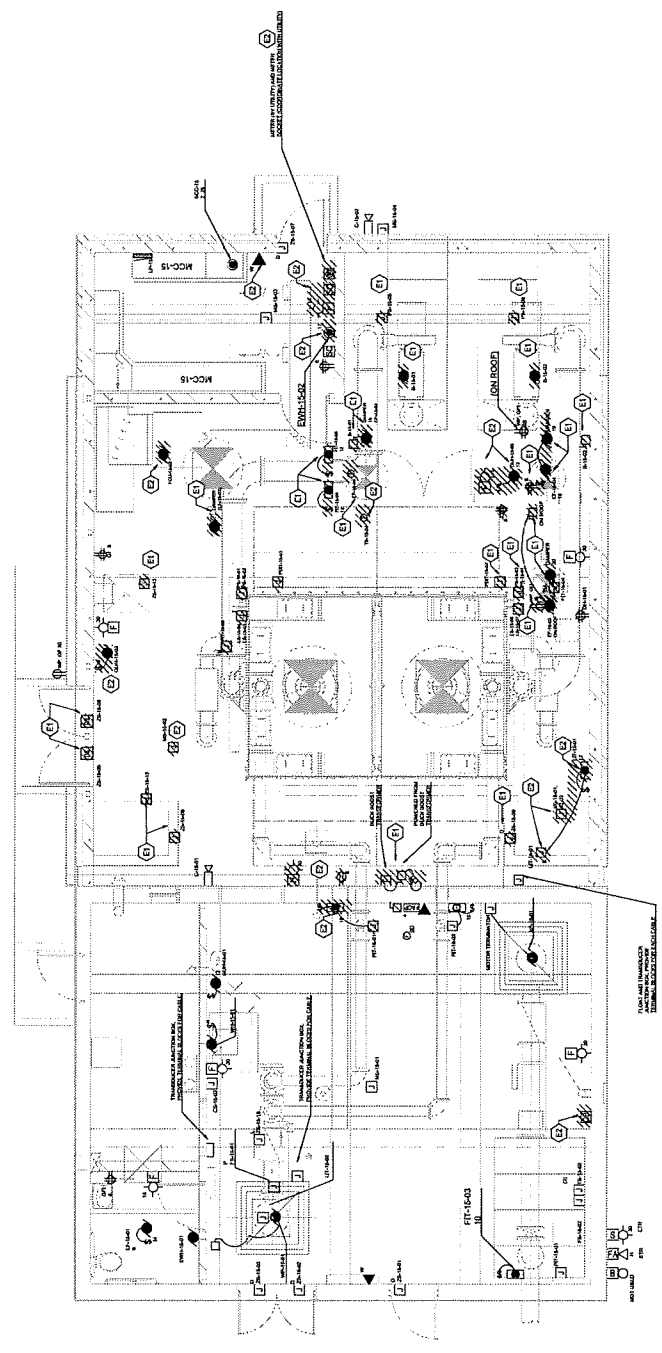
1. REFER TO SPECIFICATION SECTION 16007 FOR WIRING ASSOCIATED WITH THE LOCAL SYSTEM.

2. ALL EXTERIOR MOUNTED DEVICES SHALL BE INSTALLED IN RECESSED.

3. REFER TO SCHEDULE (B-A) FOR THE FIRE RATED WALLS.

4. ALL CONDUIT PENETRATIONS THROUGH INTERIOR SPACES SHALL BE COMPLETED PER IAWD PROCEDURES AND SHALL BE SEALED TO MAINTAIN THE EXISTING FIRE RATING.

5. ALL SHOWN DEVICES ARE TO BE REMOVED.



**ISSUE/REVISION**

NO.	DATE	DESCRIPTION
1	02/22/23	ISSUE FOR I&D
2		
3		
4		
5		
6		
7		
8		
9		
10		

**KEY PLAN**

PROJECT NUMBER  
 60886092

SHEET TITLE  
 ELECTRICAL AND POWER

DWG NUMBER  
 06-R-05

SHT NUMBER  
 14 OF 55



February 5, 2024

**NOTICE OF ADDENDUM  
ADDENDUM 4**

**CONTRACT NO. 9342  
PROJECT NO. 14092**

**UNIT WELL 15 PFAS TREATMENT FACILITY**

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

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**Changes to SPECIFICATIONS:**

1. Section 40 23 13.01 Process Valves and Appurtenances, REPLACE in its entirety.
  - a. Removed vendor listed as can be supplied by others, but manufacturer name remained.
2. Section 44 43 31 Pressure Filtration Equipment – GAC and Ion Exchange, REPLACE in its entirety.
  - a. Clarifications on ASME design and removal of jack legs.
  - b. Note – other vendors may provide bids if they have written approval that they meet the same criteria and sizing standards listed.
  - c. Note – other GAC media or ion exchange media are not acceptable.
  - d. Note – media will not be backwashed after being placed into service (backwash expansion is not critical).

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**Changes to PLANS:**

1. 09-N-03 P&ID DIAGRAM – TANK RESERVOIR AND BWW/FTW TANKS, REPLACE:
  - a. New plan noting portable pump for overflow as needed.
2. 10-D-02 PROCESS FIRST FLOOR PLAN, REPLACE:
  - a. New plan providing more detail on reducers and valves to match P&IDs.
3. 10-D-03 PROCESS SECTION A, REPLACE:
  - a. New plan with updated discharge elevation from ion exchange vessels, butterfly valves and reducers also shown.
4. 10-D-04 PROCESS SECTION B, REPLACE:
  - a. New plan providing more detail on reducers and valves to match P&IDs.
5. 10-D-05 PROCESS SECTION C, REPLACE:
  - a. New plan providing more detail on reducers and valves to match P&IDs.
6. 10-H-01 HVAC FIRST FLOOR PLAN, REPLACE:
  - a. New plan providing detail on fire protection modification needed.



**Madison  
Water Utility**

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www.madisonwater.org - 119 East Olin Avenue, Madison, WI 53713-1431 - TEL 608.266.4651 - FAX 608.266.4426

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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.

2/5/2024

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Pete Holmgren, PE  
Chief Engineer – Madison Water Utility

SECTION 40 23 13.01

PROCESS VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Provide and test valves and appurtenances as indicated and specified.

1. Provide sizes and capacities as indicated or specified.

1.02 SUBMITTALS:

A. Submit the following in accordance with Section 01 33 00:

1. Data, regarding valve characteristics and performance including Cv.
2. Shop drawing data for accessory items.
3. Manufacturer's literature as needed to supplement certified data.
4. Operating and maintenance instructions and parts lists.
5. Listing of reference installations as specified with contact names and telephone numbers.
6. Valve shop test results.
7. Qualifications of field service technician.
8. Shop and Field inspections reports.
9. List of recommended spare parts other than those specified.
10. Recommendations for short and long term storage.
11. Special tools.
12. Shop and field testing procedures and equipment to be used.
13. Number of service technician days provided and per diem field service rate.
14. Manufacturer's product data and specifications for shop painting.
15. Provide a layout drawing, plan and section showing orientation of plug, gate, check, ball valves and actuators and nearest obstructions for each valve.
16. Manufacturer's product data and specifications for shop painting.
17. Provide a listing of the materials recommended for each service specified and indicated. Provide documentation showing compatibility with process fluid and service specified and indicated.
18. Material Certification:
  - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated. If materials other than those specified are proposed based on incompatibility with the service conditions, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated including an installation list of a minimum of five installations in operation for a minimum of 5 years. Provide proposed materials at no additional cost to the Owner.
  - b. Where materials are not specified, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated.

- B. A copy of this specification section with addenda and all referenced specification sections with addenda, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations and clarifications from the specified requirements.
  - 1. If deviations and clarifications from the specifications are indicated, therefore requested by the Contractor, provide a detailed written justification for each deviation and clarification.
  - 2. Failure to include a copy of the marked-up specification sections and or the detailed justifications for any requested deviation or clarification will result in submittal return without review until marked up specification and justification are resubmitted with the entire package.

1.03 SPARE PARTS:

- A. Comply with requirements specified in Section 01 61 00.

1.04 QUALITY ASSURANCE:

- A. Comply with the requirements specified in Section 01 43 00.
- B. Provide enclosures for the area classifications specified and indicated.
- C. Contractor responsible for verifying outside diameter of pipe to be tapped.
- D. Services of Manufacturer's Representative as stated in Section 01 43 00 and specified herein.
- E. Manufacturer of valve shall have a minimum of five operating installations with in the same service as specified operating for not less than 5 years.
- F. If equipment proposed is heavier, taller, different laying length or requires more operating space than specified and indicated; provide all structural, architectural, mechanical, electrical and plumbing revisions at no additional cost to the Owner.
  - 1. If equipment is heavier than specified, the Contractor shall provide all hoisting equipment sized to maintain the minimum safety factor between the specified maximum equipment weight and the lifting capacity of the hoisting equipment indicated and specified.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Comply with the requirements specified in Section 01 61 00 and as specified.

PART 2 - MATERIALS

2.01 RESILIENT SEAT GATE VALVES 3-INCH (80 MM) AND LARGER:

- A. Resilient Seat Gate Valves:
  - 1. Manufacturers-OS&Y Type Valves:
    - a. American.
    - b. Mueller.

## ADDENDUM 4

- c. Clow.
- d. M&H
- e. Or approved equal

### 2. Manufacturers-NRS Type Valves:

- a. American.
- b. Mueller.
- c. Clow.
- d. M&H
- e. Or approved equal

### B. General:

1. Provide valves that conform to NSF Standard 61.
2. Non-potable water service: Provide resilient seat gate valves for all sizes indicated. If resilient seat valves are not available provide solid wedge gate valves.
3. Potable water service: Provide resilient seat gate valves for all sizes indicated. If resilient seat valves are not available provide double revolving disc gate valves.
4. Provide metallic seated valves conforming to AWWA C500 except as herein modified. (Valves larger than 48-inch, size shall comply with the intent of AWWA C500.)
5. Provide resilient seated valves conforming to AWWA C509 except as modified herein.

### C. Materials:

1. Body and Bonnet: ASTM A536 ductile iron.
2. Wedge: ASTM A536 ductile iron encapsulated with EPDM.
3. Provide all other materials as specified in AWWA C500 and C509.

Working water pressure:

Valve Size		Pressure Rating	
inch	mm	psi	bar
3 to 16	80 to 400	250	17
18 & Larger	450 & Larger	150	10

4. Buried Valves: Mechanical joint or push-on joint ends, non-rising stem valves with operating nut in lieu of hand wheel. Provide gate boxes, steel extension stems or universal-joint operating rods with 2-inch square operating nuts at upper end with coupling connected to valve stem to bring to operating nut to within 6 inches of ground surface.
5. Provide counterclockwise rotation to open valves.
6. Provide handwheels with arrow and word "open" to indicate open direction.
7. Provide geared operators for all valves 16-inch and larger. Gearing shall be steel with enclosed cases.
  - a. Provide spur gears for buried valves with stems vertical
  - b. Provide bevel gears where required by position of valve.
  - c. Provide buried valves with totally enclosed gear cases to enclose both the gears and valve stuffing box and provide gasketed Type 316 stainless steel removable cover plates with Type 316 stainless steel fasteners to allow access to the stuffing box.
8. Provide conventional packing in OS&Y valves.



9. Provide conventional packing or double O rings in non-rising stem valves.
10. Valves capable of being repacked or O ring replaceable while under pressure.
11. Provide Type 316 stainless steel bolts and bronze nuts for stuffing box follower.
12. Provide bypass valves for valves 16-inch and larger where required for opening under pressure with a maximum 40-lb rim pull at the valve pressure rating.

- D. Provide all gate valves with all internal and external wetted parts coated with a fusion bonded epoxy in accordance with ANSI/AWWA C550.

## 2.02 BUTTERFLY VALVES – LIQUID SERVICE (AWWA):

### A. Manufacturers:

1. Pratt 2FII ~~by Plant and Flanged~~
2. Pratt Triton XR-70 ~~by Plant and Flanged~~
3. DeZurik BAW
4. No substitutes

- B. Provide valves that conform to NSF Standard 61.

- C. Provide valves conforming to AWWA Standard C504 for Rubber Seated Butterfly Valves except as modified herein.

- D. Valve Bearings: Self-lubricating, nonmetallic material to effectively isolate the disc-shaft assembly from the valve body. Cast or ductile iron thrust or journal bearing surfaces are NOT acceptable.

- E. Class 150B valves except as specified or indicated.

- F. Valve Body: ASTM A126 Class B cast iron or ductile iron.

1. Exposed service: Flanged or grooved joint short body valve.
2. Buried service: Mechanical joint body.
3. Wafer, lug wafer or tapped wafer valves may be used only as specified or indicated.

### G. Valve Seats:

1. Potable Water Service: Molded new natural rubber or synthetic rubber.
2. Wastewater or Sludge Service: Molded neoprene, Buna-N or other synthetic elastomer resistant to oil and grease.
3. Provide seat mounted on disc or in body.
4. Provide seats offset from shaft and field replaceable for all valves 24-inch and larger.
5. Provide seats mounted on disc, mechanically fastened to disc with Type 316 stainless steel hex head screws. Provide rubber seat reinforced with stainless steel retaining ring. Seats vulcanized or bonded to the disc are not acceptable.

- H. Mating surfaces for valves with seat on disc: Type 316 stainless steel.

1. Provide mating surface mechanically retained in body and sealed with O-ring.

- I. For valves with seats mounted on body provide the seats clamped or mechanically secured with Type 316 stainless steel fasteners.

## ADDENDUM 4

- J. Mating surfaces for valve with seat in body: Type 316 stainless steel or plasma applied nickel-chromium material containing 80 percent nickel, 20 percent chrome.
  - K. Plated or sprayed on mating surface material not acceptable.
  - L. Seat Placement:
    - 1. If seat on disc provide disc of ASTM A126 Class B cast iron or ductile iron.
    - 2. If seat in body, provide disc of ASTM A126 Class B cast iron, ductile iron or Type 316 stainless steel. Type 316 Stainless steel edge on cast or ductile-iron discs secured with Type 316 stainless steel threaded fasteners, heat shrunk on disc, a welded-on overlay, or a plasma applied nickel-chrome material.
  - M. Shaft: Type 316 stainless steel. Either one piece extending completely through disc or stub shafts inserted into valve disc stubs.
  - N. Shaft seal of the split-V type or O-ring type. Seal replaceable without disassembly of valve.
  - O. Manual Operators:
    - 1. Operator capable of valve operation at rated pressure with a maximum 80 lb pull on actuator. Operator to be self-locking.
    - 2. Valves 8-inch and smaller, provide lever operator, 18-inch maximum length.
    - 3. Valves 10-inch and larger, or where chain wheels are required, provide traveling nut operator. Provide position indicator.
    - 4. Chainwheels: Provide where required as specified herein.
  - P. Buried valves: Provide gear operator with operating nut and valve box as shown. Gear operator to be totally enclosed with gasketed Type 316 stainless steel covers with Type 316 stainless steel fasteners for access to valve packing.
- 2.03 BALL VALVES – GENERAL SERVICE:
- A. Manufacturers:
    - 1. Jamesbury
    - 2. KF
    - 3. Inline
    - 4. Kitz
  - B. Valves 1/2-inch thru 4-inch
    - 1. Materials:
      - a. Body and End Cap: Three piece, ASTM A351 Grade CF8M.
      - b. Body Seal: PTFE.
      - c. Seat: RTFE.
      - d. Ball: Type 316 stainless steel.
      - e. Stem: Type 316 stainless steel.

2. Pressure Rating:
  - a. 1/2-inch thru 2-inch: 1000 psi at 100 degree F
  - b. 2-1/2-inch thru 4-inch: 800 psi at 100 degree F

3. Ends:
  - a. 2-inch and Smaller: Screwed or flanged.
  - b. 3-inch and larger: Flanged.

C. Valves 4-inch thru 12-inch.

1. Materials:
  - a. Body and Adaptor: Two piece, ASTM A351 Grade CF8M.
  - b. Seat: TFE.
  - c. Ball: Type 316 stainless steel.
  - d. Stem: Type 316 stainless steel.
2. Pressure Rating: ANSI Class 150.
3. Ends: Flanged.

D. Actuators:

1. Manual:
  - a. 4-inch and Smaller: Lever.
  - b. 6-inch and Larger: Gear operator.
  - c. Provide chainwheels where required as specified herein.

2.04 BALL VALVES - NON-METALLIC:

A. Manufacturers:

1. Spears
2. ASAHI
3. NIBCO/Chemtrol
4. Hayward

B. Materials:

1. Body: Material as specified or indicated.
  - a. PVC: ASTM D-1784, Type 1, Grade 1, Class 12454B.
  - b. CPVC: ASTM D-1784, Type 4, Grade 1 with hydrostatic designs stress of 1600 psi at 73.4 degree F.
  - c. Polypropylene: ASTM D-2146, Type 1 with tensile strength of 4977 psi at 77 degree F.
  - d. PVDF: Minimum tensile strength of 5000 to 7000 psi at 77 degree F.
2. Ball: Same material as valve body.

## ADDENDUM 4

3. Seats: Teflon, concave design to absorb expansion.
    - a. Triangular seat design is not acceptable.
    - b. Provide viton or EPDM back up cushions to absorb expansion.
  4. Seals: Viton, all Viton shall contain a minimum of 55 percent viton.
  5. Provide vented ball valves for sodium hypochlorite and caustic services.
- C. Ends: Type as specified or indicated:
1. Provide ends flanged in accordance with ANSI B16.1 150 pounds standard drilling.
  2. True union design with integral union nuts on both ends of valve.
    - a. Threads between union nuts and valve body: Provide Buttress threads to protect against pipeline expansion and water hammer stresses.
- D. Machine the following to final tolerances:
1. Exterior of ball
  2. Interior of socket and threaded connections
  3. Teflon seat recesses
  4. Stem
  5. Neck I.D.
  6. Both end connectors
  7. Both carriers
- E. Valve Port:
1. 2-inch and smaller valves: full port.
  2. 3-inch and 4-inch valves: maximum of one pipe size reduction.
  3. 6-inch valves: venturi design.
- F. Valve Ratings:
1. PVC: 150 psi at 120 degree F.
  2. CPVC: 85 psi at 175 degree F.
  3. Polypropylene: 85 psi at 175 degree F.
  4. PVDF: 85 psi at 210 degree F.
  5. All valves rated for 29.92 inch mercury vacuum.
- G. Physical Properties:
1. Tensile stress, psi; per ASTM D638 Test Method:
    - a. PVC: 7800
    - b. CPVC: 9200
    - c. PP: 5000
    - d. PVDF: 7800
  2. Flexural Stress, psi; per ASTM D790 Test Method:
    - a. PVC: 15650

- b. CPVC: 17060
  - c. PP: 9240
  - d. PVDF: 14930
3. Compressive Strength, psi; per ASTM D695 Test Method:
- a. PVC: 14220
  - b. CPVC: 15650
  - c. PP: 9950
  - d. PVDF: 14220
4. Hardness, Rockwell R, per ASTM D785 Test Method:
- a. PVC: 115
  - b. CPVC: 118
  - c. PP: 95
  - d. PVDF: 110
5. Water Absorption, percent, 24 hour., 1/8-inch thickness, per ASTM D570 Test Method:
- a. PVC: 0.07 percent
  - b. CPVC: 0.15 percent
  - c. PP: 0.01 percent
  - d. PVDF: 0.03 percent

H. Operators:

- 1. Lever, with retaining screw.
- 2. Electric Motor Actuators:
  - a. Provide 120V (220V) single phase actuators.
  - b. Enclosure:
    - (1) NEMA 7 explosion proof for classified areas
    - (2) NEMA 4 or 4X for non-classified areas.

2.05 BALL VALVES – AWWA – METAL SEATED:

A. Manufacturers:

- 1. Golden Anderson.
- 2. Pratt.
- 3. Val-Matic.

B. Type: AWWA Ball Valves:

- 1. Provide the main valve with a full, circular, unobstructed waterway.
  - a. Trunnion mounted.
  - b. Metal-to-metal seated in complete conformance with the requirements of AWWA C507, latest revision.

## ADDENDUM 4

2. Pressure Class 150/250 and consist of a main valve assembly and a motor actuator, completely assembled, tested and ready for field installation and wiring.

### C. Body:

1. Provide valves with valve body consisting of four components: two end pieces, through bolted and O-ring sealed against two center sections bolted together and O-ring sealed.
2. Material: Ductile iron ASTM A536 Grade 65-45-12.
3. Provide the end pieces with ANSI B16.1 Class 150/250 flanges with a true, 100 percent full circular port opening equal to the nominal size of the valve.
4. Provide the two center sections with integrally cast bronze bushed trunnions.
  - a. Provide one center section for rigid mounting and support of the valve operating mechanism without the need for additional support.
  - b. Provide the other section for a mounting pad to support the weight of the valve.
  - c. Provide a minimum shell thickness of all four sections in accordance with Table 3 of AWWA C507, latest edition.

### D. Body Seat:

1. Provide a single fixed seat of Alloy 400 Monel located on the pump side end piece and retained in the end piece only by a mechanical means.
2. Provide a spherically generated the seating surface on an eccentric seating axis eliminating seat contact during rotation.

### E. Operators:

#### 1. Manually Valve:

- a. Provide totally enclosed gear operators in a permanently lubrication, watertight and dustproof enclosure, with adjustable open and closed stops and ball position indicator.
- b. Provide chainwheels where required as specified herein.

## 2.06 SWING CHECK VALVES – NON METALLIC:

### A. Manufacturers:

1. Spears.
2. ASAHI/America, Inc.
3. NIBCO/Chemtrol Inc.
4. Hayward Industrial Plastics.

### B. Materials:

1. Body and Disc: PVC, ASTM D-1784, Type 1, Grade 1.
2. Seats and Seals: EPDM.

### C. Fabrication:

1. Solid thermoplastic construction with no metal to media contact.
2. Single disc design.

3. Provide integral top entry to valve body.
4. Machine finish all seat surfaces.
5. Provide outside level and weight.

D. Pressure Rating at 30 to 120 degree F (-1 to 38 degree C):

1. 3/4-inch thru 2.5-inch: 100 psi.
2. 3-inch thru 6-inch: 75 psi.
3. 8-inch: 45 psi.

E. Ends: Flanged, 150 pounds (PN10) rating.

2.07 TILTING DISC CHECK VALVES:

A. Manufacturers:

1. Val-Matic.
2. Crispin.
3. Pratt.

B. Materials:

1. Body: Cast Iron ASTM A48 Class 30.
2. Disc:
  - a. Valves 24-inch and smaller: Cast Iron ASTM A48 Class 30 or solid, one piece CDA #C83600 bronze disc with no attached disc ring.
3. Seat Ring: Cast Aluminum Bronze ASTM B271 Alloy 954; BHN 150 or CDA #C83600 bronze.
4. Disc Ring: Cast Aluminum Bronze ASTM B271 Alloy 955; BHN 190 or CDA #C83600 bronze.
5. Pivot Pin: Aluminum Bronze ASTM B505, Alloy 955; BHN 195 or Type 303 stainless steel.
6. Pivot Pin Bushing: Aluminum Bronze ASTM B505 Alloy 954; BHN 170.

C. Body:

1. Two piece construction bolted together at the seat with the seat at approximately a 55 degree angle.
2. Inlet body section to contain seat ring and outlet body section to contain two pivot trunnions about which the disc rotates.
3. Provide an inspection port each body half. Locate inspection port in inlet body section on bottom of valve and on top of valve on outlet section.
4. Area through valve must equal to full pipe area.
  - a. Area through seat must equal 1.4 times the area through the inlet and outlet.
5. Provide an indicator to visually show valve disc position at all times.
6. Ends: Flanged, faced and drilled in accordance with 125 pound ANSI B16.1.

2.08 BALL CHECK VALVES -NON-METALLIC:

A. Manufacturers:

1. Spears.
2. ASAHI.
3. NIBCO/Chemtrol.
4. Hayward.

B. Materials:

1. Body: Material as specified or indicated.
  - a. PVC: ASTM D-1784, Type 1, Grade 1, Class 12454B.
  - b. CPVC: ASTM D-1784, Type 4, Grade 1 with hydrostatic design stress of 1600 psi at 73.4 degree F (23 degree C).
  - c. Polypropylene: ASTM D-2146, Type 1 with tensile strength of 4977 psi at 77 degree F (25 degree C).
  - d. PVDF: Minimum tensile strength of 5000 to 7000 psi at 77 degree F (25 degree C).
2. Ball: Same material as valve body.
3. Seats: Teflon, concave design to absorb expansion.
  - a. Triangular seat design is not acceptable.
  - b. Provide Viton or EPDM back up cushions to absorb expansion.
4. Seals: Viton, all Viton to contain a minimum of 55 percent Viton.

C. Ends: Type as specified or indicated.

1. Provide ends flanged in accordance with ANSI B16.1 150 pound (PN10) standard drilling.
2. True union design with integral union nuts on both ends of valve.
  - a. Provide O-rings suitable for the service specified and indicated.
  - b. Threads between union nuts and valve body: Deep molded square ACME threads to protect against pipeline expansion and water hammer stresses.

2.09 SOLENOID VALVES – NON METALLIC:

A. Manufacturers:

1. Hayward Industrial products.

B. Type:

1. Size: 1/4-inch to 1-inch.
2. Globe type.
3. 2-way.
4. Energize to open.
5. Operating Pressure Differential: 120 psi.



C. Materials:

1. Body: CPVC.
2. End Connectors: CPVC.
3. Seals and O-rings: EPDM.
4. Seal Cartridge: CPVC.
5. Union Nut and Bonnet Nut: CPVC.

D. Coil: Class F.

E. Electrical: 120 V, 1 phase, 60 Hz (220 V, 1 phase, 50 Hz).

F. Ends: True Union or Flanged as indicated.

G. Enclosure: NEMA 4X for locations in non-classified areas and NEMA 7 for use in classified areas.

2.10 AIR RELEASE VALVES – CLEAN WATER SERVICE:

A. Manufacturers:

1. Val-Matic.
2. Crispin.
3. ARI.

B. Valves: Provide air release valves of the automatic float operated type designed to release accumulated air from a piping system while the system is in operation and under pressure.

C. Provide valves manufactured and tested in accordance with AWWA C512.

D. Provide valves used in potable water service certified to ANSI/NSF 61 Drinking Water System Components - Health Effects.

E. Valve manufacturer must have a quality management system that is certified to ISO 9001:2000 by an accredited, certifying body.

F. Provide valves with the cover bolted to the valve body and sealed with a flat gasket.

G. Provide replaceable resilient seats.

H. Provide drop tight shut off to the full valve pressure rating.

I. Provide floats guaranteed against failure including pressure surges.

J. Mechanical linkage to provide sufficient mechanical advantage so that the valve will open under full operating pressure.

1. Simple lever designs: Provide valves consisting of a single pivot arm and a resilient orifice button.
2. Compound lever designs: Provide valves consisting of two levers and an adjustable threaded resilient orifice button.

## ADDENDUM 4

- K. Provide valve body with threaded NPT inlets and outlets.
1. Inlet Connection: Provide hexagonal for a wrench connection.
  2. Working Pressure: 150 psi.
  3. Provide valves with two additional NPT connections with ball valves as specified herein, one connection with a plug and one with a hose coupling for the gauges, testing, and draining.
  4. Provide a vacuum check on the outlet to prevent air from re-entering the system during negative pressure conditions.
- L. Provide valves with an inflow preventer to prevent the introduction of contaminated water through the air valve outlet.
1. Provide the inflow preventer to allow the admittance and exhausting of air while preventing contaminated water from entering during normal operating conditions.
    - a. Provide the inflow preventer flow tested by an independent testing lab approved by the American Society of Sanitary Engineers.
- M. Materials:
1. Valve Body, Cover and Baffle:
    - a. ASTM A126 Class B cast iron for working pressures up to 300 psig.
    - b. ASTM A536 Grade 65-45-12 Cast Ductile Iron. For working pressures 300 psig and greater.
    - c. ASTM A216 Grade WCB cast steel.
    - d. ASTM A351 Grade CF8M stainless steel.
    - e. ASTM B584 Alloy C83600 cast bronze.
  2. Floats, Orifice and linkage: Type 316 stainless steel, non-metallic components are not acceptable.
  3. Orifice Button: Viton for simple lever valves and Buna-N for compound lever designs.
  4. Hardware: Type 316 stainless steel.
  5. Screened Hood: Type 316 stainless steel.
- N. Testing:
1. Test valves at 1.5 times the rated working pressure.
- 2.11 AIR/VACUUM RELIEF VALVES:
- A. Manufacturers:
1. Val-Matic
  2. Crispin.
- B. Vacuum Valve: Provide fully automatic, center guided, spring loaded disc designed to admit large quantities of air during the draining of the pipe or if a negative pressure occurs.

- C. Spring: Designed for a minimum of 100,000 cycles without failure and provide a seat cracking pressure of 0.25 psi and to fully open the valve at a pressure differential of 2 psi. Spring Material: Type 302 stainless steel.
  - D. Provide valve with a bolted cover and bottom inlet.
  - E. Provide a through flow area equal to the nominal size of the valve.
  - F. Provide seat with machine registered fits to the body to insure proper alignment of the guide shaft and operation of the seat.
  - G. Provide Type 316 stainless steel bird screen on the inlet.
  - H. Floats: Type 316 stainless steel with Type 316 stainless steel guide shaft, bushing and fasteners. Float shall be center guided. A resilient bumper shall be provided to cushion the float during sudden opening.
  - I. Valve Seats: ASTM A351 Grade CF8M stainless steel.
  - J. Seals: Type 316 stainless steel and Buna-N.
  - K. Valves shall be rated for ANSI Class 150 constructed of ASTM A536 Grade 65-45-12 ductile iron.
  - L. Provide ANSI Class 150 flanged bottom connection.
    - 1. Provide size as indicated.
- 2.12 CHAINWHEEL OPERATORS – STAINLESS STEEL (DUCTILE IRON):
- A. Provide chainwheels with chain and chain guides. For all valves with handwheels or gear operators higher than 6.5 feet above operating floor level.
  - B. Provide chain that reaches to within 3 feet of the operating floor level.
  - C. For valves with gear operator mount with chainwheel in the vertical position.
  - D. Provide secondary safety restraint system.
  - E. Manufacturer:
    - 1. Trumbull.
  - F. Materials:
    - 1. Chainwheels: Pocket type wheel, Type 316 stainless steel.
    - 2. Chain: Type 316 stainless steel straight link machine chain.
    - 3. Hardware and Attachments: Type 316 stainless steel.
    - 4. Safety Restraint Cables and Hardware: Type 316 stainless steel.

G. Materials:

1. Chainwheels: Sprocket type wheel, ductile iron.
2. Chain: Galvanized steel connecting link chain.
3. Hardware and Attachments: Galvanized steel.
4. Safety Restraint Cables and Hardware: Type 316 stainless steel.

2.13 POSITION INDICATORS:

A. Manufacturer:

1. Trumbull Industries.

B. Provide position indicators installed on all multi-turn valves and quarter turn valves with gear boxes 3 inch and larger.

1. Type: Planetary gear design.

C. Materials:

1. Provide the sun gear, planet gear, ring gears and scale plate constructed of Delrin.
2. Housings of carbon steel or aluminum are not acceptable.
3. Hardware and Fasteners: Type 316 stainless steel.

D. Position Indicator Design Features:

1. Provide the position indication to show the position of the valve, from fully open to fully closed, identified at ground level.
2. Movement of the indicating arrow must be visible through a window covering a minimum of 300 degrees of the circumference of the indicator.
3. Size of the characters and numerals: minimum 3/16-inch (5 mm).
4. Provide the top scale plate with markings representing the number of turns, contain the word "CLOSED", and a directional arrow.
5. Provide permanently recessed, embossed or engraved markings in the scale plate. The use of adhesive labels is not acceptable.
6. Provide the "OPEN" line marked on a transparent polycarbonate window, field adjusted for the number of turns of each valve size.
7. Provide the position of the adjustable "OPEN" window secured to the top surface of the scale plate by the outside diameter of three Type 316 stainless button head cap screws.
8. Provide all adapters to secure the position indicator, for installation in either a valve box, floor box or wall bracket as indicated and required.
9. Provide the position indicator and adapter with matching flat sides to prevent rotation of the indicator during operation.

E. Exposed and Submerged Valves:

1. Provide a Type 316 stainless steel extension stem connected to a 2 inch square nut on the valve and extend up through the position indicator, terminating in a 2 inch square nut, operable by a standard waterworks tee-handle wrench.

2.14 SHOP PAINTING:

- A. Coat internal and external ferrous surfaces of valve with NSF Certified Epoxy in accordance with ANSI/NSF Std. 61, and in conformance to AWWA D102 Inside System No. 1 for all valves not specified to have a fusion bonded epoxy coating.
- B. Process Valve Color: Red.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Prior to installation, protect stored valves and appurtenances from damage due to exposure to sunlight, heat, dirt, debris, freezing and thawing, vandalism, etc.
- B. Clean all debris, dirt, gravel, etc, from inside of piping before placing valves in place.
- C. Erect and support valves in respective positions free from distortion and strain on appurtenances during handling and installation. Inspect material for defects in workmanship and material. Clean out debris and foreign material from valve openings and seats, test operating mechanisms to check functioning, and check nuts and bolts for tightness. Repair, valves and other equipment which do not operate easily or are otherwise defective at no additional cost to the Owner.
- D. Set plumb and support valves in conformance with instructions of manufacturer. Shim valves mounted on face of concrete vertically and grout in place. Install valves in control piping for access.
- E. Provide bolted split sleeve coupling or flexible type grooved coupling on downstream side of buried valves to assist in valve removal.
- F. Where indicated provide Type 316 stainless steel stem extension to operating floor elevation as shown and provide the bevel gear operator with a fabricated steel floorstand and handwheel.

3.02 GATE VALVES:

- A. Install gate valve stem as shown or with stems between vertical and 45 degrees above the horizontal. Valves installed with stems below horizontal are not acceptable.

3.03 CHECK VALVES:

- A. Install swing check valves horizontally in pipelines unless otherwise indicated.

3.04 FIELD TESTING:

- A. Pressure test valves with pipeline pressure testing.
- B. Test functions of each valve.
- C. Make all adjustments necessary to place valves in specified working order at time of above tests.

## ADDENDUM 4

- D. Remove all replace valves and appurtenances at no additional cost to the Owner with equipment that will meet all requirements specified and indicated if unable to demonstrate to the satisfaction of the Engineer that valves will perform the service specified, indicated and as submitted and accepted.

### 3.05 FIELD TOUCH-UP PAINTING:

- A. After installation and accepted testing by the Engineer, apply touch-up paint to all scratched, abraided and damaged shop painted surfaces. Coating type and color shall match shop painting.

### 3.06 CONTRACT CLOSEOUT:

- A. Provide in accordance with Section 01 77 00.

END OF SECTION

SECTION 44 43 31

PRESSURE FILTRATION EQUIPMENT – GAC AND ION EXCHANGE

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Provide and test filtration equipment including, pressure vessel[s], valves, piping, fittings, underdrains, media, with water from potable water drinking water supply as indicated and in compliance with Contract Documents.
- B. Granular Activated Carbon (GAC) and Ion Exchange (IX) will not be backwashed automatically. Media replacement and backwash will be operated manually.
- C. All materials shall meet Buy America – Build America Act.
- D. Provide equipment information with bid as noted in the bid form.

1.02 REFERENCES:

- A. American Society for Testing and Materials International (ASTM):
  - 1. A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- B. American Water Works Association (AWWA):
  - 1. B100: Granular Filter Material
  - 2. C200: Steel Water Pipe - 6 in. (150 mm) and Larger
  - 3. C207: Steel Pipe Flanges for Waterworks Service— Sizes 4 In. Through 144 In. (100 mm Through 3,600 mm)
- C. NSF International (NSF):
  - 1. 61: Drinking Water System Components - Health Effects

1.03 SUBMITTALS:

- A. Submit the following shop drawings in accordance with Section 01 33 00.
  - 1. Certified shop and erection drawings.
  - 2. Data, regarding filter characteristics and performance:
    - a. Prior to fabrication and testing, provide guaranteed performance based on service conditions specified.
  - 3. Shop drawing data for accessory items.

4. Certified setting plans, with tolerances, for anchor bolts.
  5. Manufacturer's literature as needed to supplement certified data.
  6. Operating and maintenance instructions and parts lists.
  7. Listing of reference installations as specified with contact names and telephone numbers.
  8. Qualifications of field service engineer.
  9. Shop and Field inspections reports.
  10. List of spare parts.
  11. Recommendations for short and long term storage.
  12. Special tools.
  13. Shop and field testing procedures and equipment to be used.
  14. Recommended location and mounting of equipment and appurtenances.
  15. Number of service person days provided and per diem field service rate.
  16. Manufacturer's product data and specifications for shop painting including statement of compliance for compatibility and NSF Std. 61 approval.
  17. The latest ISO 9001 series certification or other quality control plan.
  18. Material Certification:
    - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated. If materials other than those specified are proposed based on incompatibility with the service conditions, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated including an installation list of a minimum of five (5) installations in operation for a minimum of five (5) years. Provide proposed materials at no additional cost to the Owner.
    - b. Where materials are not specified, provide technical data and certification that the proposed materials are recommended and suitable for the service conditions specified and indicated.
- B. A copy of the contract mechanical process, electrical and instrumentation drawings, with addenda that are applicable to the equipment specified in this section, marked to show all changes necessary for the equipment proposed for this specification section. If no changes are required, mark all drawings with "No changes required" or provide a statement that no changes are required.



## ADDENDUM 4

1. Failure to include all drawings or a statement applicable to the equipment specified in this section will result in submittal return without review until a complete package is submitted.
- C. A copy of this specification section with addenda and all referenced specification sections with addenda, with each paragraph check-marked to indicate specification compliance or marked and indexed to indicate requested deviations and clarifications from the specified requirements.
1. If deviations and clarifications from the specifications are indicated, therefore requested by the Contractor, provide a detailed written justification for each deviation and clarification.
  2. Failure to include a copy of the marked-up specification sections and or the detailed justifications for any requested deviation or clarification will result in submittal return without review until marked up specifications and justifications are submitted in a complete package.
- 1.04 SPARE PARTS:
- A. Comply with the requirements specified in Section 01 61 00.
  - B. Provide manway gaskets 2 for each size and type.
  - C. Spare water distribution and collection nozzles – 10 percent of each size and type where used, as applicable.
  - D. Flange gaskets 2 for each size and type.
  - A-E. Provide other spare parts as required for first year preventative maintenance and to maintain warranties noted in contract documents.
- 1.05 QUALITY ASSURANCE:
- A. Comply with the requirements specified in Section 01 43 00.
  - B. Standardization and System Responsibility:
    1. For specific purposes of standardization and total system responsibility, equipment included in this section shall be furnished by single manufacturer.
    2. To ensure proper operating systems, manufacturer of filtration equipment shall also be responsible for providing following:
      - a. Butterfly valves, ball valves, and air release valves associated with equipment operation.
      - b. Piping associated with standard equipment package. Piping shall include all piping to vessel isolation valves.
  - C. Services of Manufacturer's Representative as stated in Section 01 43 00 and as specified herein.

D. Provide services of factory-trained Service Technician, specifically trained on type of equipment specified:

1. Service Technician must have a minimum of five (5) years of experience, all within the last seven (7) years, on the type and size of equipment.
2. Service Technician must be present on site for all items listed below. Person-day requirements listed are exclusive of travel time, and do not relieve Contractor of the obligation to place equipment in operation as specified.
3. Installation: Inspect grouting, location of anchor bolts; setting, leveling, alignment, field erection; coordination of piping, electrical and miscellaneous utility connection:
  - a. 2 person-days.
4. Functional Testing: Calibrate, check alignment and perform a functional test dry and a test with water. Tests to include all items specified.
  - a. 4 person-days.
5. Performance Testing: Field performance test equipment specified.
  - a. 2 person-days.
6. Vendor Training: Provide classroom and field operation and maintenance instruction including all materials, slides, videos, handouts and preparation to lead and teach classroom sessions.
  - a. 1 person-days.
7. Credit to the Owner, all unused service person-days specified above, at the manufacturer's published field service rate.
8. Any additional time required of the factory trained service technician to assist in placing the equipment in operation, or testing or to correct deficiencies in installation, equipment or material shall be provided at no additional cost to the Owner.

E. Manufacturer of specified equipment shall have a minimum of ten (10) operating installations with equipment of the size specified and in the same service as specified operating for not less than five (5) years.

1.06 DELIVERY STORAGE AND HANDLING:

- A. Comply with the requirements specified in Section 01 61 00.
- B. Transport and store media to avoid contamination.
- C. Transport, delivery and store in accordance with written instructions from the manufacturer.

PART 2 - PRODUCTS

2.01 SYSTEM DESCRIPTION:

A. Design Requirements:

1. Hydraulic Conditions:
  - a. Design Flow, gpm: 700
  - b. Working Pressure, psi: less than 100
  - c. Maximum Loading Rate, gpm/ft<sup>2</sup>: 6.2

2.02 MANUFACTURERS:

- A. Calgon Carbon.
- B. AqueoUS Vets.

2.03 PRESSURE VESSELS:

A. Vertical Pressure Filter:

1. Minimum Filtering Area/Filter, feet<sup>2</sup>: 113.1
2. Number of Vessels: 4
3. Filter size: 12 feet diameter
  - a. 20,000 lb capacity GAC media
  - b. 3 minute minimum IX media contact time.
  - c. 3 foot minimum IX media depth (minimum 340 cubic feet).
4. Maximum overall height – see drawings
5. Material: Welded Steel Construction:
  - a. SA-516 Grade 70 steel.
  - b. Design with safety factor of 4.5.
  - c. Factory test per ASME standards ~~to 50 percent above design system pressure.~~
  - d. 100 psi or higher ASME code with stamp.
6. Access manhole in each filter at both the top above the media and the bottom. Provide with spare gasket. Minimum 12 inches (~~300 mm~~) x 16-18 inches (~~400 mm~~) manway.
7. ~~Adjustable cast iron jacklegs.~~

~~8.7.~~ Flanges for piping connections.

B. Vessel:

1. Provide all pressure vessels constructed in accordance with Section VIII of the ASME code requirements for cold fired pressure vessels, and bear the ASME stamp.
  - a. Minimum thicknesses: Provide accordance with ASME code requirements. Verification of ASME code design to include calculated head and shell thicknesses. Submit with the first submittal drawing and be approved by the Engineer Representative prior to authorization of fabrication. Vessels shall be fabricated in a facility holding a current ASME U-stamp. Facilities holding an ASME R (“repair”) or other certification are not acceptable.
2. Provide all flanges, plates, angles, channels, and beams, including side shell to head connections, joined by full penetration welds, each side, continuous welding.
3. Flanges: Factory welded on split centers.

C. Vessel Interior Construction:

1. Influent and Collection System:
  - a. The influent and collection system shall be the manufacturer standard design and shall be capable of continuously collecting water at the maximum design loading rates.
  - b. Provide the influent and collection system capable of uniform water distribution.
  - c. Adjust IX media influent system to accommodate reduced media capacity in vessel.
  - d. Materials must be compatible with media.
  - e. Metals internals shall be 316 Stainless Steel Schedule 10 or higher.
  - e-f. Use of teflon tape on internal systems is prohibited.

D. Vessel Miscellaneous Components:

1. Provide each filter cell equipped with a sufficient number of 14-inches (350 mm) x 18-inches (450 mm) manways, rated for the working pressure of the vessel for the purposes of media loading, observation of backwash functions and inspection.
2. Provide 1/2-inch (13 mm) diameter, full couplings for sample taps.
3. Provide Type 316 anchor bolts and hardware.
4. Provide pipe and isolation valves for media replacement as noted in drawings.
- 4.5. Provide expansion joint at connections to the vessels as noted in the drawings.

2.04 GAC MEDIA:

A. 20,000 lbs of C400 Calgon Carbon GAC media per 2 vessels (40,000 lbs total):

1. F400 Media
2. Mesh Size 12x40
3. Mean Diameter 9.7 micrometer
4. Conform to NSF 61.

B. Media installed in field.

2.05 IX MEDIA:

A. PFA 694 E by Purolite OR PSR 2+ by Dow

1. Mesh Size 16x50 Or 16x40
2. Conform to NSF 61.

B. Media installed in field.

2.06 SUPPORT GRAVELS MEDIA:

A. In lieu of support gravel, GAC or IX media shall be used, respectively, and collection headers shall be self-supporting.

2.07 VALVES:

A. Filter function valves: Provide motor actuated valves.

1. Valve size as specified and indicated

B. Valves: Wafer lug style butterfly valves in accordance with Section 40 23 13.01.

C. Provide four motor actuators for FCV 15-, FCV 15-2, FCV 15-3, FCV 15-4.

1. Rotork QT-3 or Equal.

D. Provide position switches integral to motor operator.

E. Provide all valves with visual valve position indicators.

F. Provide manual hand-wheel overrides.

G. Combination air/ vacuum release valves, provide one for each vessel in accordance with Section 40 23 13.01.

## 2.08 INSTRUMENTATION:

- A. Loss of Head Gauge Panel PI/PDIT 15-1, PI/PDIT 15-2, PI/PDIT 15-2, and PI/PDIT 15-4.
1. Provide a Type 316 stainless steel loss of head gauge panel completely factory fabricated.
  2. The gauge panel shall have the following 4-1/2 inch flush-mounted gauges:
    - a. Inlet header: 0-100 psi (0 – 690 kPa)
    - b. Effluent header: 0-100 psi (0 – 690 kPa)
    - c. Loss of head - between influent and effluent headers, 0-10 psi (0 – 70 kPa) differential pressure gauge with switch
  3. Provide a differential pressure transmitter manufactured by Rosemount (3051 series) or equal to indicate the differential pressure between the influent and effluent of each filter. The 4~20 mA differential pressure signal shall be wired to the UW15 PLC control panel.
  4. Each panel shall be equipped with the following components:
    - a. Phenolic nameplates identifying gauges and sample taps.
    - b. Two flush mounted sample taps for influent and effluent locations.
    - c. Manufacturer nameplate, aluminum construction.
  5. Provide mounting hardware (brackets, U-bolts, nuts, washers, etc.) for affixing to face piping.

## 2.09 SHOP PAINTING:

- A. The interior of the filter including above and below the underdrain plate shall be sandblasted and protected from corrosion by proper application of approved coatings for potable water. The exterior of the vessel shall be sandblasted and prime painted at the factory.
- B. Surface preparation:
1. Interior - Sandblast to near white blast cleaning (SSPC-SP10).
  2. Exterior - Sandblast to commercial blast cleaning (SSPC-SP6).
- C. Coating:
1. Interior - All interior coatings shall be NSF Std. 61 approved. Stripe coating: hand-apply one coat Tnemec pota-pox tank white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils. Prime coating: Tnemec pota-pox Beige primer to a dry mil thickness of 3-5 mils before any rust can form. Finish coating: Tnemec pota-pox tank white to a dry mil thickness of 4-6 mils for a total dry film thickness of 7-11 mils.

2. Exterior - Stripe coating: hand-apply one coat Tnemec Series 20 tank white to all welds and hard to reach areas using high quality natural or synthetic bristle brush, to a dry film thickness of 3-5 mils. Prime coating: Tnemec Series 20 Beige primer to a dry mil thickness of 3-5 mils before any rust can form. The exterior finish coat shall be applied by others with compatible system.
- D. The total paint system shall be the product of and be applied in accordance with the recommendations of one manufacturer. Alternate paint systems must be pre-approved by Engineer Representative. Contractor shall provide an adequate amount of field touch-up paint.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION:

A. Installation shall be as shown on the plans and in accordance with the manufacturer's recommendations, installation instructions and assembly drawings. Manufacturer's installation instructions and assembly drawings shall be submitted and approved by the Engineer Representative prior to shipment of equipment. Installation of the filtration system shall be in strict accordance with the details shown on the drawings and in complete conformance to manufacturer's instructions and procedures.

A.B. Mount tanks level.

B.C. Disinfection of IX media vessels shall be completed prior to IX media installation but following installation of all other media influent and collection piping systems within the vessel.

#### 3.02 FACTORY SERVICES AND START-UP:

A. Installation Supervision. The Contractor shall coordinate with the treatment equipment manufacturer to provide factory supervision (as outlined on the Equipment Schedule) or direction during critical phases of installation. Critical phases will include setting of equipment, installation of internals, installation of controls, wiring instrumentation and other components critical to the successful operation of the system.

B. Media Installation. Installation of support gravels and filter media shall be under the direct supervision of an employee of the filter manufacturer experienced in this procedure as required by AWWA B100 standard and in accordance with the Equipment Schedule. This includes GAC backwash and IX flushing (manual processes).

C. System Start-Up and Training:

1. The contractor will verify in writing that the project is ready for manufacturer's field services. Copies of written verification shall be given to the manufacturer, Engineer Representative and Owner prior to scheduling field services.
2. The contractor shall provide the services of a factory representative during installation and on-site start-up supervision of the treatment equipment. The contractor shall provide installation and on-site start-up supervision. At a minimum, the equipment manufacturer's technician shall perform the following start-up functions:

- a. Provide the number of days indicated to the Contractor during installation of the equipment.
- b. Inspect the final installation to assure proper installation, connection and wiring of all equipment of the manufacturer's supply.
- c. Start-up of the equipment in the presence of the Contractor and Owner's operating personnel.
- d. Training of Owner's operating personnel in proper operation and maintenance procedures, start-up/shutdown procedures, response to emergency conditions, and troubleshooting. The responsibility of the Contractor and the factory service representative with regard to start-up shall be fulfilled when the start-up is complete, the equipment is functioning properly, operating personnel have been trained and the equipment has been accepted by the Owner.

3.03 FIELD TOUCH-UP PAINTING:

- A. After installation and approved testing by the Engineer Representative, Contractor shall apply field touch-up paint to all scratched, abraded and damaged shop painted surfaces. Coating type and color shall match shop painting.

3.04 CONTRACT CLOSEOUT

- A. Provide in accordance with Section 01 77 00.

END OF SECTION



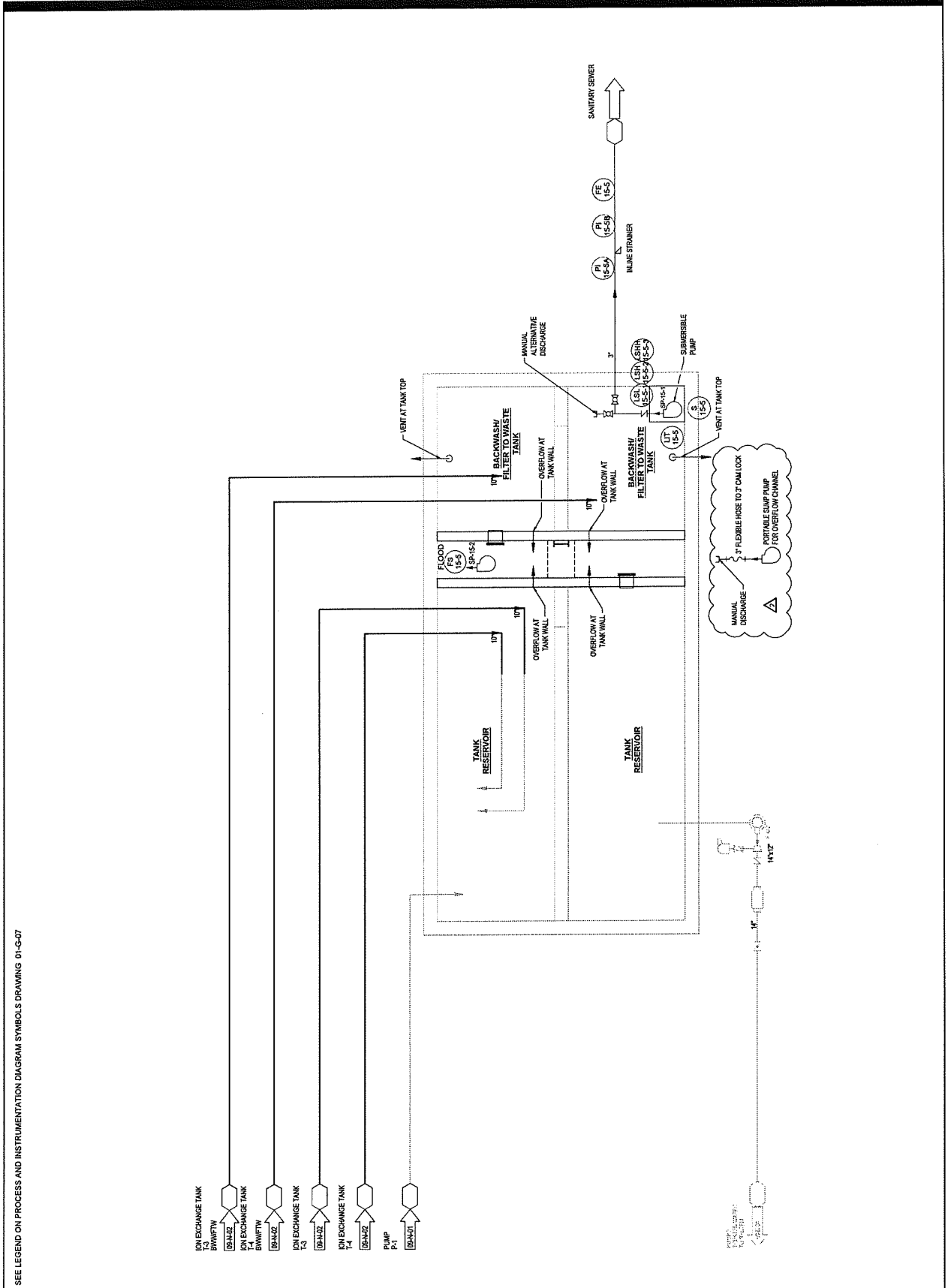


PROJECT  
 UNIT WELL 15 PFAS  
 TREATMENT FACILITY

*Revision*

CLIENT  
 MADISON WATER UTILITY  
 118 E. OLIN AVENUE  
 MADISON, WI 53715  
 TEL: 608.262.4551 www.aecom.com

SEE LEGEND ON PROCESS AND INSTRUMENTATION DIAGRAM SYMBOLS DRAWING 01-G-07



ISSUE/REVISION

NO.	DATE	DESCRIPTION
2	07/20/24	PORTABLE SUMP PUMP FOR OVERFLOW CHANNEL
1	10/27/23	ISSUE FOR BID

KEY PLAN

PROJECT NUMBER  
 00486002

SHEET TITLE  
 P&ID DIAGRAM - TANK RESERVOIR AND BW1FW/TW TANKS

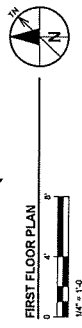
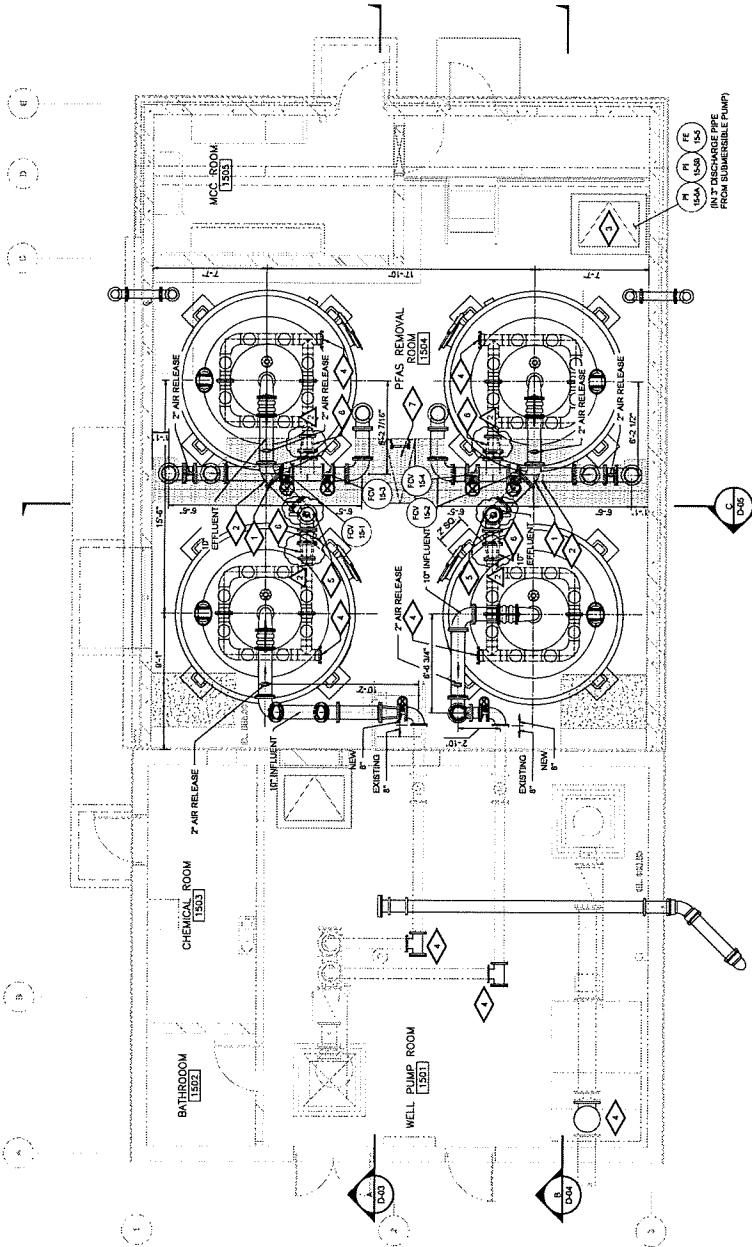
DWG NUMBER  
 09-N-03

SHT NUMBER  
 20 OF 55

CLIENT  
**MADISON WATER UTILITY**  
 119 E. OLIVE AVENUE  
 MADISON, WISCONSIN 53713  
 TEL: 608.266.4651 www.cityofmadison.com

- PLAN NOTES**
- ◇ CHEMICAL INJECTION POINT
  - ◇ CHEMICAL INJECTION POINT
  - ◇ 3-INCH LINE FROM PUMP/COMP/DAM/LOCK SERVICE PUMP DISCHARGE. WALL PENETRATION PER DETAILS.
  - ◇ REPLACE ELBOW WITH TEE AND ADD BLIND FLANGE FOR START UP AND MEDIA REPLACEMENT.
  - ◇ 1" WELDED TAP AND BALL VALVE.
  - ◇ 8" 90° EXPANSION JOINT REDUCER.
  - ◇ REMOVABLE GRATING FOR ACCESS TO BELOW AND PUMPING OUT THE OVERFLOW CHANNEL.

- GENERAL NOTES**
1. PIPE SUPPORTS NOT SHOWN. SEE SPECIFICATIONS.
  2. PIPES INCLUDED FLANGED CONNECTIONS AND GROOVED CONNECTIONS. SEE LOGGING SHEET FOR CONNECTIONS.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE PIPING ROLLING PROGRAM. PROVIDE LONG RADIUS ELBOWS ON CHEMICAL ROOM TO APPLICATION POINTS IN 2-INCH CARRIER PIPE. PROVIDE LONG RADIUS ELBOWS ON CARRIER PIPE. PROVIDE LONG RADIUS ELBOWS ON FIELD VERIFY EXISTING PIPING CONNECTIONS.
  4. FIELD VERIFY EXISTING PIPING CONNECTIONS.



ISSUE/REVISION

NO.	DATE	DESCRIPTION
2	07/2024	10M RED.DWG.JR. BREV VALVE
1	02/2023	ISSUE FOR BID
SR		

KEY PLAN

PROJECT NUMBER  
 60866092

SHEET TITLE  
 FIRST FLOOR PLAN

DWG NUMBER  
 10-D-02

SHT NUMBER  
 36 OF 55





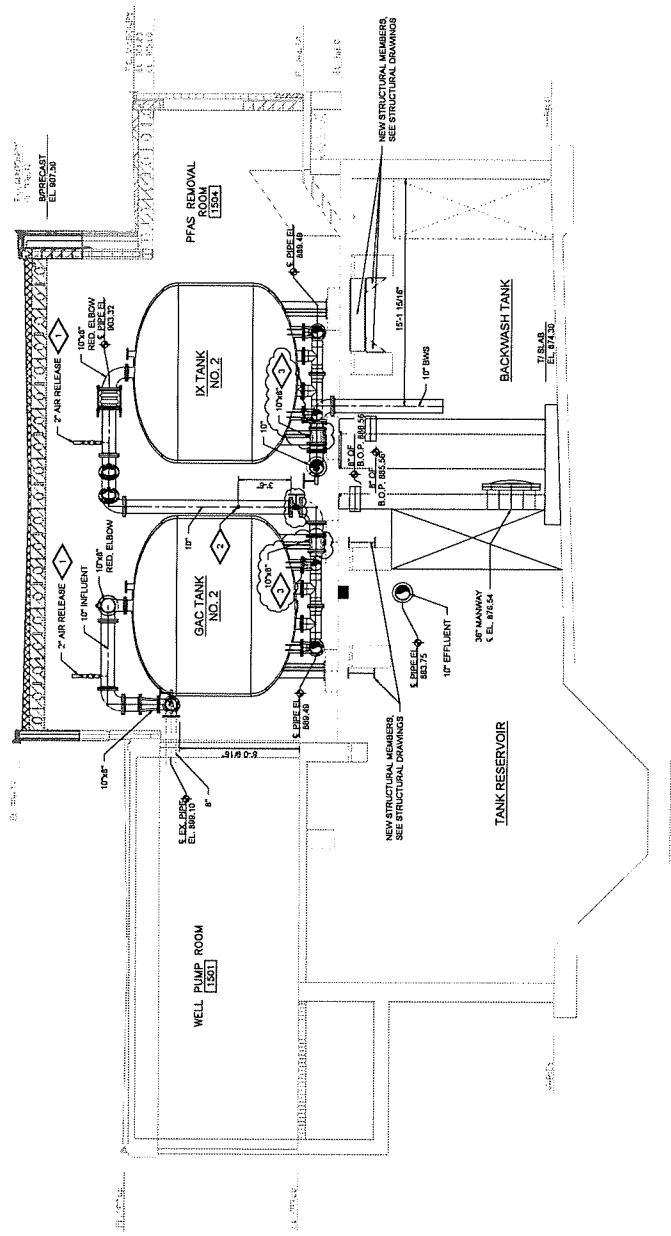
PROJECT  
**UNIT WELL 15 PFAS  
 TREATMENT FACILITY**

CLIENT  
**MADISON WATER UTILITY**  
 119 E. OLIN AVENUE  
 MADISON, WISCONSIN 53713  
 TEL: 608.266.4851 www.cityofmadison.com

*REVISION*

- PLAN NOTES**
- 1. ROUTE DRAIN FROM AIR RELEASE TO HUB DRAIN
  - 2. 1" WELDED TAP AND BALL VALVE
  - 3. 8" I/P EXPANSION JOINT REDUCER

- GENERAL NOTES**
1. PIPE SUPPORTS NOT SHOWN. SEE SPECIFICATIONS. PIPES INCLUDE FLANGED CONNECTIONS AND GROOVED CONNECTIONS. SEE LEGEND SHEET FOR PIPING.
  2. PROVIDE 10' MINIMUM CLEARANCE FROM ALL ROULING. PROVIDE TUBING FOR CHEMICAL FEED FROM CHEMICAL ROOM TO APPLICATION POINTS IN 2-INCH CARRIER PIPE. PROVIDE LONG RADIUS ELBOWS ON CARRIER PIPE.
  3. FIELD VERIFY EXISTING PIPING CONNECTIONS.



ISSUE/REVISION	DATE	DESCRIPTION
2	07/20/24	10M RED.DWP JT. BFLY VALVE
1	12/22/23	INSULET FOR BID
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PROJECT NUMBER  
 60866092

SHEET TITLE  
 PROCESS SECTION B

DWG NUMBER  
 10-D-04

SHT NUMBER  
 40 OF 55

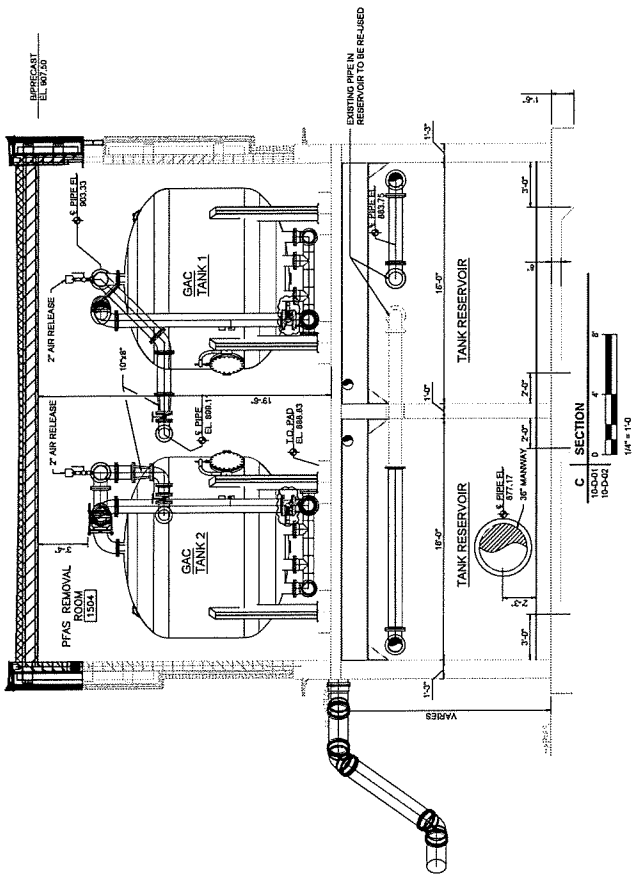


PROJECT  
UNIT WELL 15 PFAS  
TREATMENT FACILITY

CLIENT  
MADISON WATER UTILITY  
118 E. MAIN AVENUE  
MADISON, WI 53703  
734.658.2642 ext. 4051 www.aecom.com

GENERAL NOTES

1. PIPE SUPPORTS NOT SHOWN. SEE SPECIFICATIONS.
2. ALL CONNECTIONS SHALL BE GROoved AND GROOVED ENDS SHALL BE PROTECTED TO PREVENT DAMAGE TO GROOVES. CONNECTIONS SHALL BE LABELED AS PER THE PROJECT SPECIFICATIONS.
3. CONNECTIONS SHALL BE LABELED AS PER THE PROJECT SPECIFICATIONS. PROVIDE TUBING FOR CHEMICAL FEED FROM CHEMICAL ROOM TO APPLICATION POINTS IN 2-INCH CARRIER PIPE. PROVIDE LONG RADIUS ELBOWS ON CARRIER PIPE.
4. FIELD VERIFY EXISTING PIPING CONNECTIONS.



ISSUE/REVISION	
NO.	DESCRIPTION
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98	ISSUE FOR R.O.
99	ISSUE FOR R.O.
100	ISSUE FOR R.O.

PROJECT NUMBER  
60696092

SHEET TITLE  
PROCESS SECTION C

DWG NUMBER  
10-D-05

SHT NUMBER  
41 OF 55







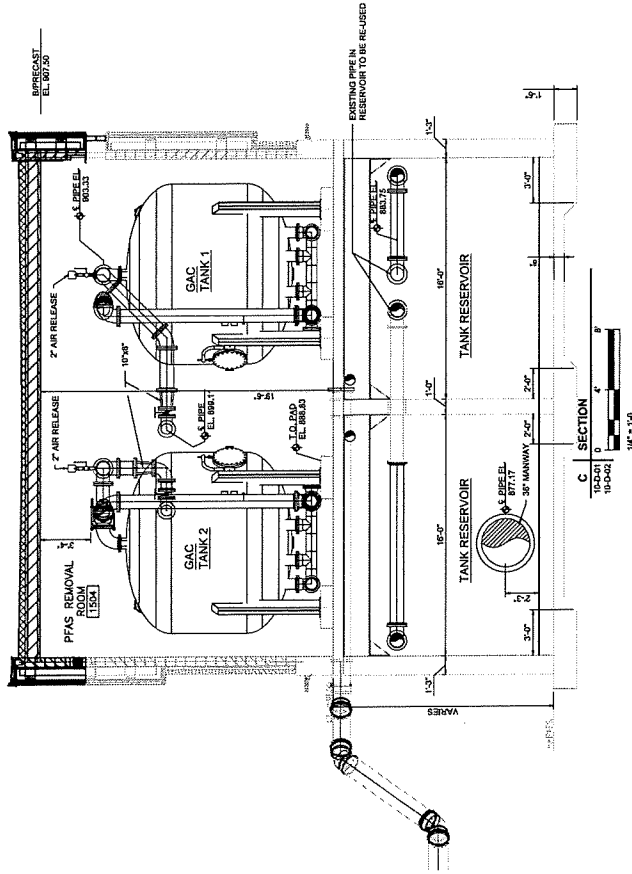






**GENERAL NOTES**

1. PIPE SUPPORTS NOT SHOWN. SEE SPECIFICATIONS.
2. PIPES INCLUDED FLANGED CONNECTIONS AND GROOVED CONNECTIONS. SEE LEGEND SHEET FOR NOTES.
3. REFER TO SHEET 15-01 FOR DETAILS OF PIPE INSTALLATION. PROVIDE TIE-IN FOR CHEMICAL FEED FROM CHEMICAL ROOM TO APPLICATION POINTS IN 2-INCH CARRIER PIPE. PROVIDE LONG RADIUS ELBOWS ON CARRIER PIPE.
4. FIELD VERIFY EXISTING PIPING CONNECTIONS.



**ISSUE/REVISION**

NO.	DATE	DESCRIPTION
1	10-22-23	ISSUE FOR BID
2		
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**KEY PLAN**

PROJECT NUMBER  
606866092

SHEET TITLE  
SECTION C

DWG NUMBER  
10-D-05

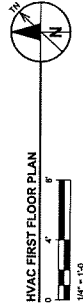
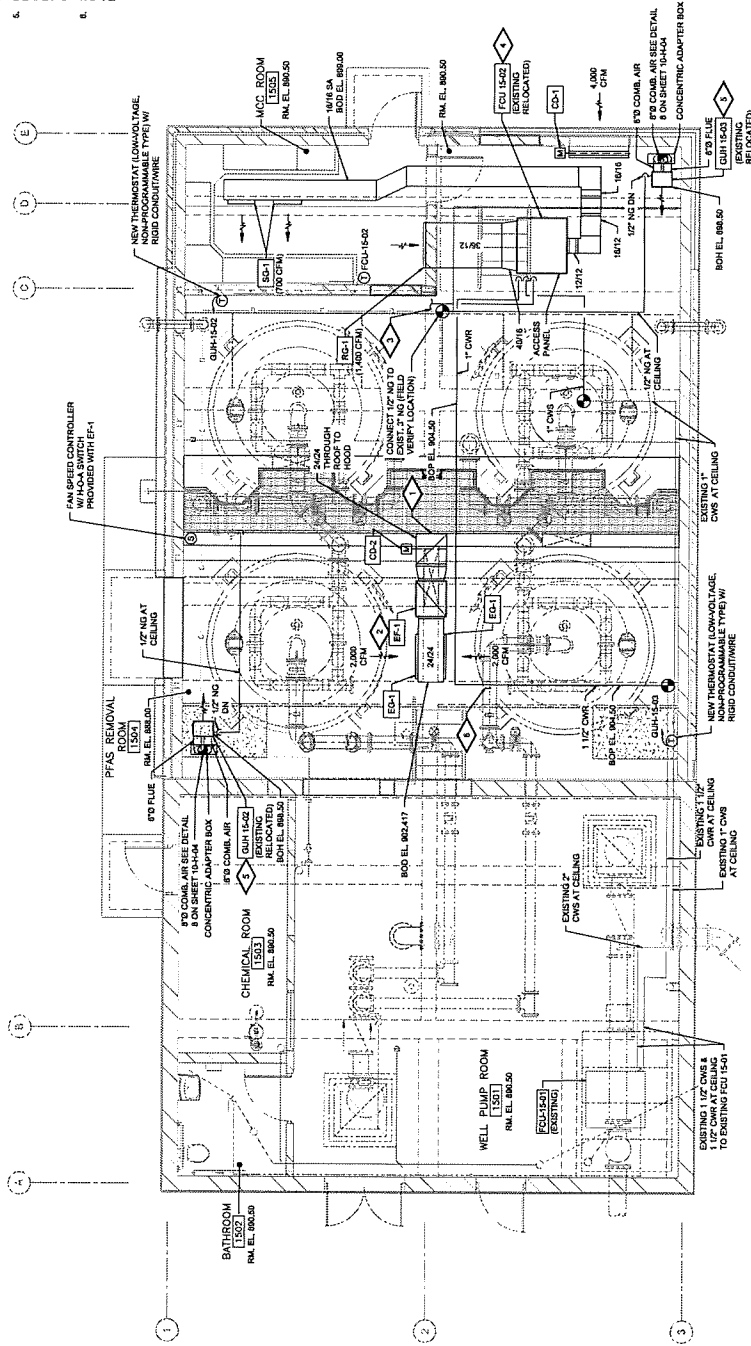
SHT NUMBER  
41 OF 55

**PLAN NOTES**

1. PROVIDE DRIP PAN ELONG AT BOTTOM OF DUCT RISER FROM ROOF. SEE DETAIL 1 ON SHEET 10-4-04.
2. CENTRIFUGAL INLINE EXHAUST FAN, BOTTOM OF FAN WITH ON DAMPER (E-1) AND EXHAUST (E-2).
3. ROUTE & CONDENSATE OVER TO 4" HUB DRAIN ABOVE. SEE SHEET 10-4-01 FOR CONTINUATION.
4. RELOCATE/INSTALL EXISTING 2-TON FAN COIL UNIT/TREAT PUMP (FCU-15-02) IN LOCATION SHOWN, BOTTOM OF UNIT TO BE RELOCATED TO 12" CWB AT CEILING. PROVIDE SUPPLY AND RETURN DUCTWORK, COOLING WATER PIPING, AND RETURN PIPING, AND CONDENSATE DRAIN PIPE.
5. RELOCATE/INSTALL EXISTING 24 MBH GAS-FIRED UNIT HEATER (GUH-15-02) INCLUDING SEPARATED GAS VALVE, GAS PIPING, GAS VENT, GAS CONTROL VALVE, PROVIDE NEW CONNECTING GAS PIPING AND CLASS B VENTING AS REQUIRED. EXTENDING CONTROL WIRE/PIPING TO 12" CWB AT CEILING. VERIFY GAS PIPING & GAS TANK FOR WATER SOURCE HEAT PUMPS (FCU-15-01 & FCU-15-02) AS APPROVED BY THE WDINT FOR EXISTING CONDITIONS, PROVIDE 2" GREEN VALVE.

**GENERAL NOTES**

1. VENTILATION SYSTEM INSIDE PFAS REMOVAL ROOM SHALL BE OPERATED BY THE MANUFACTURER PROVIDED SPEED CONTROLLER AND HCA SWITCH, FAN TO OPERATE DURING PROCESS BACKWASH OPERATION.
2. SHALL BE RESPONSIBLE TO CONDENSATE PFAS REMOVAL ROOM SYSTEM (EF-1) IS OPERATING.



ISSUE/REVISION	DATE	DESCRIPTION
1	12/22/23	ISSUE FOR BID
2		

PROJECT NUMBER	60866092
SHEET TITLE	HVAC FIRST FLOOR PLAN
DWG NUMBER	10-4-01
SHT NUMBER	47 OF 55



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www.madisonwater.org - 119 East Olin Avenue, Madison, WI 53713-1431 - TEL 608.266.4651 - FAX 608.266.4426

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February 6, 2024

**NOTICE OF ADDENDUM  
ADDENDUM 5**

**CONTRACT NO. 9342  
PROJECT NO. 14092  
UNIT WELL 15 PFAS TREATMENT FACILITY**

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

---

**Changes to CONTRACT:**

1. Section K, REPLACE in its entirety:
  - a. Updated Davis-Bacon wage rates as of January 26, 2024

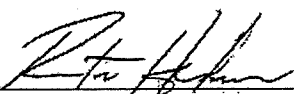
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Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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.

 2/6/2024  
\_\_\_\_\_  
Pete Holmgren, PE  
Chief Engineer – Madison Water Utility

**SECTION E: BIDDERS ACKNOWLEDGEMENT**  
**UNIT WELL 15 PFAS TREATMENT FACILITY**  
**CONTRACT NO. 9342**

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 - 2023 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 Joe Daniels Construction Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison State of Wisconsin; 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.

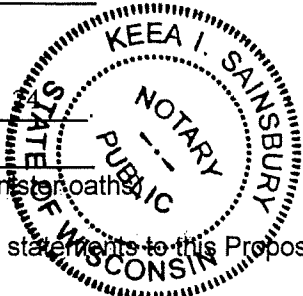
  
 SIGNATURE Samuel J. Daniels  
 President

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

Sworn and subscribed to before me this  
8th day of February, 2024



(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 07/17/2024



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

## 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.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

### 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) Fillable Online Form

### Best Value Contracting

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

Trucking

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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



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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER



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

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

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

Prime Contractor Name Joe Daniels Construction Co., Inc.		Project Name Unit Well 15 PFAS Treatment Facility	
Bid/ Proposal No. 9342	Assistance Agreement ID No. (if known)	Point of Contact Samuel J. Daniels	
Address 919 Applegate Road, Madison, WI 53713			
Telephone No. 608/271-4800		Email Address sam.daniels@danielsco.com	
Issuing/Funding Entity: City of Madison			

I have identified potential DBE certified subcontractors	___ YES	<u>X</u> NO	
If yes, please complete the table below. If no, please explain: No DBE bids received.			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

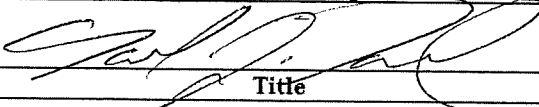
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as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

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

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

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

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

<b>Prime Contractor Signature</b> 	<b>Print Name</b> Samuel J. Daniels
<b>Title</b> President	<b>Date</b> February 8, 2024

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

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

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

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

**Project Information**

Name of Municipality: EIF Project Number: SDWLP 4837-09 - City Contract 9342  
 City of Madison

Name of Prime Contractor: Information Prepared By (Name and Phone or E-Mail Address)  
 Joe Daniels Construction Co., Inc. Samuel J. Daniels - sam.daniels@danielsco.com

**Contacts**

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

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

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

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





				(414) 252-9993 (414) 458-1496	4719 North 19Th Place	Milwaukee	WI	53209	DBE	addendum 2 1/19/24, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6, emailed addendum 5 2/6	U
				(708) 596-7400	539 W Taft Drive W	South Holland	IL	60473	DBE	emailed 1/18/24, LM on bidding phone 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(708) 636-2040	10019 Southwest Hwy.	Oak Lawn	IL	60453	DBE	emailed 1/18/24, Will not come to WI 1/19/24	
				(414) 461-6400	2717 W. Vliet St	Milwaukee	WI	53208	DBE	emailed 1/18/24, Will not be bidding 1/19/24	
				(262) 894-6995	787 W. 4Th Street	Mayville	WI	53050	DBE	iSqft invite sent 1/17, emailed 1/18/24, LM 1/19/24. Will look at 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6, Left VM 2/8	
				(847) 537-2425	308 E. Fox Hill Drive	Buffalo Grove	IL	60089	DBE	iSqft invite sent 1/17, emailed 1/18/24, Phone # disconnected, looked up company online - other number online disconnected 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(414) 870-2442	4642 W. Burleigh Street	Milwaukee	WI	53210	DBE	iSqft invite sent 1/18, emailed 1/18/24, Not bidding 1/19/24	
				(651) 248-5148	3050 Bouilde Ridge Road	Webster	MN	55088	DBE	iSqft invite sent 1/18, emailed 1/18/24, LM for Linda 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(414) 803-1179	3836 N. 61St Street	Milwaukee	WI	53216	DBE	iSqft invite sent 1/18, emailed 1/18/24, VM full 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(888) 304-8082	3867 N. 62Nd Street	Milwaukee	WI	53216	DBE	iSqft invite sent 1/18, emailed 1/18/24, LM 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(414) 769-8453	3124 South Taylor Avenue	Milwaukee	WI	53207	DBE	iSqft invite sent 1/18, emailed 1/18/24, LM 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
				(414) 882-7714	1021 W. Dakota Street	Milwaukee	WI	53215	DBE	iSqft invite sent 1/17, emailed 1/18/24, LM 1/19/24, Resent plans, will look at 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6	
										iSqft invite sent 1/17, emailed 1/18/24, Not bidding 1/19/24	

	cynthia@keystoneexteriorfinishes.com	(414) 897-8255	6001 W. Capitol Drive Suite 220	Milwaukee	WI	53216	DBE	disconnected, looked up company online - no other number 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, Looked for another phone #, none found that works. 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
	sara@postorinocf.com	(262) 633-7805 (262) 770-0224	9508 Michigan Avenue Suite B	Sturtevant	WI	53177	DBE	iSqFt invite sent 1/18, emailed 1/18/24, LM for Allissa 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM for Sara 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
iton	propaintermke@gmail.com	(414) 763-8084	4079 N. 24th Place	Milwaukee	WI	53209	DBE	iSqFt invite sent 1/18, emailed 1/18/24, renalyn@propainterusa.com & roi@propainterusa.com EM again 1/19/24, emailed addendum 2 1/19/24, 1/19/24 confirmed bidding, emailed addendum 3 1/25, emailed addendum 4 2/5, emailed addendum 5 2/6, Called 2/8 Ren said she will check with Roi and let us know if they are putting a number to this	U
	tg@tremtechav.com	(414) 899-6982	342 N Water Street Ste 600	Milwaukee	WI	53202	DBE	iSqFt invite sent 1/17, emailed 1/18/24, LM for Tremayne 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, VM full - could not leave message 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U
	ucainc@gmail.com	(608) 213-1910	313 W Beltline Hwy	Madison	WI	53713	DBE	iSqFt invite sent 1/18, emailed 1/18/24, LM 1/19/24, emailed addendum 2 1/19/24, emailed addendum 3 1/25, LM 2/1/24, emailed addendum 4 2/5, emailed addendum 5 2/6	U

## Kea Sainsbury

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**From:** TDR PublicNotice <publicnotices@dailyreporter.com>  
**Sent:** Wednesday, January 3, 2024 3:47 PM  
**To:** Kea Sainsbury  
**Subject:** Re: Daniels Construction - Ad 2570198

SPAM

You don't often get email from publicnotices@dailyreporter.com. [Learn why this is important](#)

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### EXTERNAL

Hello!

This is scheduled for 1-8.

The cost will be \$100.00 per posting.

Please advise any desired changes.

Thanks!

**Attention:  
WBE/MBE/DBE**

**Subcontractors and Suppliers**

**Daniels Construction is now  
accepting quotes on the  
following project:**

UNIT WELL 15 PFAS TREATMENT  
FACILITY - CONTRACT #9342

City of Madison

**BID DATE AND TIME:**

January 25, 2024 - 11:00 AM

**Daniels Construction**

**Attn: Jake Cates**

**919 Applegate Road,  
Madison, WI 53713**

**Phone: 608/271-4800**

**Fax: 608/271-4570**

**Email: jake.cates@danielsco.com**

*An Equal Opportunity Employer.*

Amanda Mahlum - publicnotices@dailyreporter.com - 414-225-1801

Christmas Holiday & New Year's Day		
Office Closed - December 22nd & 25th		
Office Closed - December 29th & Jan. 1st		
Edition Of:		Deadline:
Tues	Dec. 26	Wed. Dec 20 at 11am
Wed.	Dec. 27	Thur. Dec. 21 at 11am
Tues.	Jan. 2	Wed. Dec. 27 at 11am
Wed.	Jan. 3	Thurs. Dec. 28 at 11am

Martin Luther King Day - Jan. 15, 2024		
Office Closed - January 15, 2024		
Edition Of:		Deadline:
Wed.	Jan. 17th	Fri. Jan. 12th @ 11am

**PUBLIC NOTICE CUSTOMERS:** Beginning August 15th, 2022, the submission deadline will be moving from 12 p.m. to 11 a.m. due to production and printing operation changes. For example, on August 15th, 2022, to submit for August 17th,

2022, notices will need to be submitted **BEFORE 11 a.m.** This deadline will be applied to all publication dates going forward.  
Our hours of operation are as follows: Monday-Thursday 8 a.m. to 4 p.m. and Friday 8 a.m. to 2 p.m. We are printing Monday, Wednesday, Thursday, and Friday at this time.  
The Daily Reporter | Wisconsin Law Journal • Milwaukee, WI  
O: 414-225-1801  
E: [publicnotices@dailyreporter.com](mailto:publicnotices@dailyreporter.com)  
225 E Michigan St, Milwaukee, WI 53202

**THE DAILY  
REPORTER**

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CENTER** Search.  
Find.  
Bid.  
POWERED BY REKORTEX

WISCONSIN  
**Law Journal**

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From: Keea Sainsbury <Keea.Sainsbury@danielsco.com>

Sent: Wednesday, January 3, 2024 2:42 PM  
To: TDR PublicNotice <[publicnotices@dailyreporter.com](mailto:publicnotices@dailyreporter.com)>  
Subject: Daniels Construction - Ad

Hello – If able, please run the attached ad the first part of next for (1) day.

**Keea Sainsbury**

*AR & Bid/Contract Administrator*

[keea.sainsbury@danielsco.com](mailto:keea.sainsbury@danielsco.com)

O: 608.333.0103

[www.danielsco.com](http://www.danielsco.com)



**WISCONSIN  
FAMILY BUSINESS  
OF THE YEAR AWARD**



**DANIELS**  
CONSTRUCTION

*Building Better: Futures, People, and Communities.*

Joe Daniels Construction is an Equal Opportunity/Affirmative Action Employer.

This message and any attached material are confidential. If received in error, please inform me immediately. Any unauthorized use, distribution, or copying of this information is prohibited.

**UNIT WELL 15 PFAS TREATMENT FACILITY**

CONTRACT NO. 9342

DATE: 2/8/24

**Joe Daniels Construction  
Co., Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
1 - Construction of Unit Well 15 Treatment Facility - LS	1.00	\$4,297,330.00	\$4,297,330.00
1 Items	Totals		\$4,297,330.00



Department of Public Works  
**Engineering Division**  
James M. Wolfe, 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**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris J. Petykowski, P.E.
- Deputy City Engineer**  
Kathleen M. Cryan
- Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.
- Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.
- Financial Manager**  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Joe Daniels Construction Co., Inc.  
(a corporation of the State of Wisconsin)  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Cincinnati Insurance Company

a corporation of the State of Ohio (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 1, 2024 through December 31, 2025.

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**

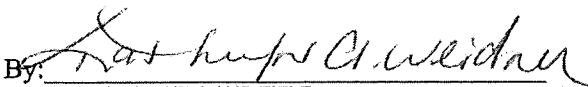
Joe Daniels Construction Co., Inc. December 12, 2023  
COMPANY NAME AFFIX SEAL DATE

By: 

SIGNATURE AND TITLE  
Samuel J. Daniels - President

**SURETY**

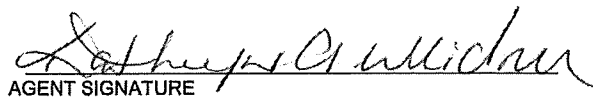
The Cincinnati Insurance Company December 12, 2023  
COMPANY NAME AFFIX SEAL DATE

By: 

SIGNATURE AND TITLE Kathryn A. Weidner, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6497333 for the year 2023 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 12, 2023  
DATE

  
AGENT SIGNATURE

N25 W23050 Paul Road  
ADDRESS

Pewaukee, WI 53072  
CITY, STATE AND ZIP CODE

262-446-6036  
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.



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; David Zenobi; Kathryn A. Weidner; Jay A. Zahn; Jenny L. Hirth and/or Lynn E. Potter

of Madison, Wisconsin

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

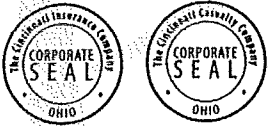
Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Denton*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



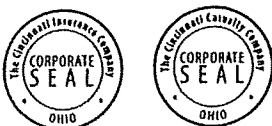
*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public – State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of December, 2023



*Ed H*

## SECTION H: AGREEMENT

THIS AGREEMENT made this 21st day of March in the year Two Thousand and Twenty-Four between **JOE DANIELS CONSTRUCTION CO., INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **MARCH 5, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

1. **Scope of Work.** The Contractor shall perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and 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:

### UNIT WELL 15 PFAS TREATMENT FACILITY CONTRACT NO. 9342

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 **FOUR MILLION TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED THIRTY AND NO/100 (\$4,297,330.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.  
**B. Affirmative Action.** 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**UNIT WELL 15 PFAS TREATMENT FACILITY  
CONTRACT NO. 9342**

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

Countersigned:

Kea I. Sainsbury 3/6/2024

Witness Kea I. Sainsbury Date

Kea I. Sainsbury 3/6/2024

Witness Kea I. Sainsbury Date

**JOE DANIELS CONSTRUCTION CO., INC.**

Company Name

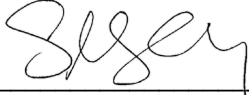
Samuel J. Daniels 3/6/2024

President Samuel J. Daniels Date

Joseph A. Daniels 3/6/2024

Secretary Joseph A. Daniels Date

**CITY OF MADISON**

  
\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

03/21/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

3/18/2024  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
David P. Schmiedicke, Finance Director

3/21/2024  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Michael Haas, City Attorney

3/21/2024  
\_\_\_\_\_  
Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - 24-00178, ID No. 82101, adopted by the Common Council of the City of Madison on March 5, 2024.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we JOE DANIELS CONSTRUCTION CO., INC. as principal, and The Cincinnati Insurance Company Company of Cincinnati, Ohio as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR MILLION TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED THIRTY AND NO/100 (\$4,297,330.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**UNIT WELL 15 PFAS TREATMENT FACILITY  
CONTRACT NO. 9342**

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 6th day of March 2024

Countersigned:  
Kea I. Sainsbury  
Witness Kea I. Sainsbury  
Joseph A. Daniels  
Secretary Joseph A. Daniels

JOE DANIELS CONSTRUCTION CO., INC.  
Company Name (Principal)  
Samuel J. Daniels  
President Samuel J. Daniels Seal no seal

The Cincinnati Insurance Company  
Surety Seal  
 Salary Employee  Commission  
By Patrick A. McKenna  
Attorney-in-Fact Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 6, 2024  
Date

Patrick A. McKenna  
Agent Signature Patrick A. McKenna



The foregoing Bond has been approved as to form:

3/21/24

\_\_\_\_\_  
Date

*Michael Haas*

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

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; Kathryn A. Weidner; Jay A. Zahn; Jenny L. Hirth and/or Lynn E. Potter

of Madison, Wisconsin

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

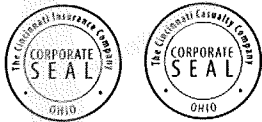
Any such obligations in the United States, up to  
Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Weidner*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



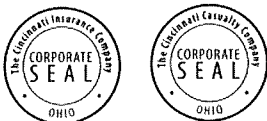
*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public – State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 6th day of March, 2024



*Ed H*

## SECTION J: DAVIS-BACON LABOR PROVISIONS

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

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

### (1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

#### (4) Apprentices and Trainees

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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



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

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

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

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

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

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### PREVAILING WAGES

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

#### OVERTIME

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

#### ENFORCEMENT

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

#### APPRENTICES

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

#### PROPER PAY

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

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

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



WH1321 REV 10/17

SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 5

General Decision Number: WI20240005 01/26/2024

Superseded General Decision Number: WI20230005

State: Wisconsin

Construction Type: Building

County: Dane County in Wisconsin.

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

Note: 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)(1).

<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>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<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>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>

SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 5

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/26/2024

ASBE0019-001 06/01/2023

	Rates	Fringes
Asbestos Removal worker/hazardous material handler		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 42.80	36.10

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0013-001 06/01/2023

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 41.56	26.19
Terrazzo Finisher.....	\$ 33.52	25.66

SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 5

Terrazzo Worker.....	\$ 41.90	25.66
Tile Finisher.....	\$ 30.72	25.66
Tile Layer.....	\$ 38.40	25.66

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 CARP0314-004 06/05/2023

	Rates	Fringes
CARPENTER (Excluding Batt Insulation).....	\$ 38.86	27.06
Piledriverman.....	\$ 39.43	27.02

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 CARP1056-005 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	27.77

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 \* ELEC0014-005 05/28/2023

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 29.82	17.70

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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 ELEC0159-002 05/30/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

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 ELEV0132-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.97	37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of basic hourly rate as vacation pay for employees with more than 5 years or more of service, and 6% for less than 5 years of service.

**SECTION K: DAVIS-BACON WAGE RATES**

**ADDENDUM 5**

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0139-002 06/05/2023

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.53	25.89
Group 2.....	\$ 46.28	25.89
Group 3.....	\$ 43.23	25.89
Group 4.....	\$ 42.70	25.89
Group 5.....	\$ 40.63	25.89
Group 6.....	\$ 39.10	25.89

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour  
 EPA Level "B" Protection: \$2.00 per hour  
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

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

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

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion

Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Maaerial Haulers

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

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

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IRON0383-002 06/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

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LABO0464-001 06/05/2023

	Rates	Fringes
Laborer, General.....	\$ 34.60	19.25
Laborer: Asbestos/hazardous material remover		

SECTION K: DAVIS-BACON WAGE RATES

ADDENDUM 5

(Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems).....\$ 33.55 19.25

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 PAIN0802-001 06/01/2023

Rates Fringes

PAINTER (Brush and Roller Only).....\$ 35.00 20.62

PREMIUM RATES [Add to Basic Hourly Rate]  
 Sandblaster \$1.00 per hour  
 Drywall Taper & Applicator \$1.30 per hour

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 PAIN0941-001 06/01/2023

Rates Fringes

GLAZIER.....\$ 44.50 22.74

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 PLAS0599-001 06/05/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 40.42 25.59  
 PLASTERER.....\$ 39.33 28.45

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 PLUM0075-007 06/01/2021

Rates Fringes

PLUMBER (Including HVAC work)....\$ 48.50 25.29

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 PLUM0601-007 06/01/2022

Rates Fringes

PIPEFITTER (Including HVAC work).....\$ 50.00 28.93

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 SFWI0669-002 01/01/2024

Rates Fringes

SPRINKLER FITTER.....\$ 46.00 29.14

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 SHEE0018-009 06/01/2023



	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct work and Technicians).....	\$ 46.12	33.10
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TEAM0662-003 06/01/2023		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 35.57	26.09
3 or more Axles.....	\$ 35.72	26.09
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\* SUWI2002-011 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34 **	3.59
Landscape.....	\$ 8.73 **	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89 **	7.58
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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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 DECISION