

\$922,021.14

BID OF SPEEDWAY SAND & GRAVEL, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LOWELL STREET ASSESSMENT DISTRICT 2024

CONTRACT NO. 8712

MUNIS NO. 14078

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 16, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO. 8712**

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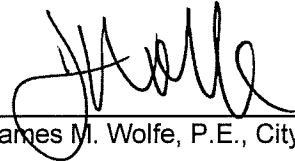
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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: rd

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:	LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO.:	8712
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	March 20, 2024 (Virtual Meeting)
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 21, 2024
BID SUBMISSION (2:00 P.M.)	March 28, 2024
BID OPEN (2:30 P.M.)	March 28, 2024
PUBLISHED IN WSJ	March 7, March 14, & March 21, 2024

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at 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 - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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 Hydro Excavating
 243 Infrared Seamless Patching
 245 Landscaping, Maintenance
 246 Ecological Restoration
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

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

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. 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, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

LOWELL STREET ASSESSMENT DISTRICT 2024 CONTRACT NO. 8712

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

ARTICLE 104 **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, replacement of sanitary sewer main, replacement of sanitary laterals, water main and services, and replacement of storm sewer main and storm sewer structures, rain garden, storm sewer treatment system, excavation, base preparation, curb and gutter, driveway aprons, sidewalk replacement, asphalt pavement, pavement marking, and signing,

The reconstruction project limits for the work on Lowell Street are between W Lakeside Street and S Shore Drive. The project is approximately 425 ft. in length. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

All private storm sewer discharges shall be maintained for all properties in the project areas.

Access to Properties

The Contractor shall maintain access to all properties along Lowell Street (W Lakeside Street to S Shore Drive) at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the aforementioned properties 48 hours before any work is done that would obstruct their driveways.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Construction Engineer and the City Forester; the

abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Coordination with Utilities

Work in this contract shall require utility relocations or adjustments. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

AT&T (overhead & underground), MG&E Gas (underground), and MG&E Electric (overhead & underground) have facilities within the project limits.

AT&T has overhead and underground communication facilities (fiber) within the project limits that may need to be relocated during construction. Underground facilities are located at the Lowell Street and W Lakeside intersection. Conflicts are not anticipated. The Contractor shall contact Matt Vachalik, MV5616@att.com to coordinate any relocation work.

MG&E has overhead lines and underground electric facilities within the project limits that may need to be relocated. The underground facilities are located from STA 12+55.00 to STA 14+37.00 along Lowell Street. There are no anticipated conflicts to utility poles. The Contractor shall contact Tony Sanfratello, asanfratello@mge.com to coordinate any underground relocation work.

MG&E has underground gas facilities within the project limits that may need to be relocated. The underground facilities are located from STA 10+00.00 to STA 13+50.00 along Lowell Street. The Contractor shall contact Katherine Bloomer, kbloomer@mge.com to coordinate any relocation work.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Construction Engineer shall have the final decision on schedule of all work.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the Contractor.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Lowell Street/W Lakeside Street and Lowell Street/S Shore Drive intersections shall be fully closed for sanitary sewer, water main, and storm sewer at different times (5 calendar days each). These intersections cannot be closed at the same time. When intersections are reopened to traffic, the surface shall be asphalt pavement, utilizing the appropriate trench patch bid items.

These intersections may be closed on the same day for surface paving operations; however, the closures and paving operations, including rolling, shall be coordinated to minimize the duration of any overlap of the closures with the expectation that one of the intersections may be safely traveled across while the other is closed.

The Contractor shall review the City of Madison Bikeways project (contract #8696, project #14336) work along Lakeside Street between Gilson Street and Rowell Street because the project will fully close Lakeside Street for period of time. The Contractor shall contact the contractor for the Bikeways project: Parisi Construction, (608) 848-5991 to coordinate closure dates to minimize the length of time Lakeside Street is fully closed.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control constitutes full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets.

Notifications shall be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item. http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Lowell Street (W Lakeside Street to S Shore Drive) shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times from at least one end of each block except during closures to facilitate utility installation, concrete work, and asphalt paving. Notice shall be given to the residents 48 hours before any work is done that would obstruct their driveways. Contractor shall not fully close two adjacent intersections simultaneously. Maintain local traffic across intersections except when active work is taking place.

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

BID ITEM 10802 – ROOT CUTTING – SIDEWALK

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit. The City of Madison will submit a DNR Sanitary Sewer Submittal.

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

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

SECTION 109.2 PROSECUTION OF WORK

Work under this contract may begin as early as June 3, 2024. Once work begins, all work under this contract shall be completed within **SEVENTY-FIVE (75) CALENDAR DAYS** or by **October 11, 2024**, **whichever is sooner.**

Cold weather protection for concrete work is incidental to concrete bid items.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. The Contractor shall notify the City Engineer a minimum of four (4) weeks in advance of the selected start date in 2024. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 20336 – PIPE PLUG

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

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

This contract includes four (4) sanitary and two (2) storm additional undistributed PIPE PLUGSs to be performed at the direction of the Engineer.

BID ITEM 20401 – CLEARING

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 20406 – GRUBBING

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 40231 – ASPHALT DRIVE & TERRACE

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 40301 – FULL WIDTH GRINDING

The contract quantity shall be used at the Lowell Street/W Lakeside Street and Lowell Street/S Shore Drive intersections after sanitary sewer, water main, and storm sewer work is complete.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Todd Chojnowski. He may be contacted at (608) 266-4094 or tchojnowski@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 52 feet of new 8" PVC SDR-35, 53 feet of new 10" PVC, and 350 feet of new 12" PVC SDR-35 sewer main and 146 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). It should be expected that some or all the laterals within the project limits were encased in concrete upon installation. In the event this is encountered, enough concrete shall be removed to expose pipe to connect on to. The lateral is still replaced to the property line and the exposed pipe shall remain undamaged to facilitate connection of new lateral service. This work shall be incidental to the installation of the lateral service.

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

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this

amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

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

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 186 feet of new 12", 114 feet of new 24", and 363 feet of new 29"x45" elliptical storm sewer main and 19 feet of 8" new storm lateral for private connection. A stormwater quality device is also proposed with this project.

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

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

Connection of new pipes to existing structures shall be accommodated with a STORM SEWER TAP – Bid Item 50792.

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patches shall be installed over sanitary sewer, water main, and storm sewer trenches at the Lowell Street/W Lakeside Street and Lowell Street/S Shore Drive intersections in areas that are in excess of the project sawcut limits, as shown on the plan set.

BID ITEM 50801 – UTILITY LINE OPENING (ULO) (UNDISTRUBUTED)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction Latest Edition. It is the discretion of the Contractor to locate utilities by

either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Ryan Newman
608.261.9640
rnewman@madisonwater.org

This project consists of water main improvements on Lowell St, from South Shore Dr to W Lakeside St. The project includes a bypass pipe system to serve customers while abandoning existing water main. Once the new systems have passed the pressure and water quality tests, reconnect the existing water service laterals to the new water mains.

The existing water main infrastructure in this area consists of 6 & 8-inch sand cast iron pipe from the 1920's. A general outline of the work is as follows:

- Coordinate and install a water main bypass where the existing water main cannot be protected during new utility installations.
- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-in" and "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications For Public Works Construction, 2024 Edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

BID ITEM 70110 – TEMPORARY WATER SUPPLY SYSTEM

Due to the layout of existing and proposed utilities, water main bypass is a recommended method to keep the 900 block of Lowell St in service. If the contractor can provide means and methods to avoid the use of a temporary water system, and it is approved by the project engineer, it will not be required for water main installation.

Water mains and services requiring bypass setups are on Lowell St, from South Shore Dr to W Lakeside Street. Bypass setups may include a combination of feeds from existing fire hydrants and new fire hydrants after they have been installed and tested. Refer to the "Water Impact Plan" sheets for the approximate water main bypass areas as well as an overview location of existing and proposed fire hydrants.

Review all additional requirements regarding water main bypass setups in the Standard Specifications. Any alternatives to a water main bypass as described in these provisions must be shown to adequately protect the existing water infrastructure and must be approved by the Engineer.

SECTION 703.8 WATER MAIN SHUTOFFS

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their business needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners, and residents. Specific requirements for advanced outage notifications and restrictions for their timing are noted in the sections below.

- **Asian Sweet Bakery, 1017 S Park St.**
 - Provide notification **a minimum of two business days** in advance of service outage.
 - Contact: (608) 665-3988 (office)

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90001 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

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

MATERIALS

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

Any temporary crossings servicing Lowell Street across W Lakeside Street and S Shore Drive shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access shall require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor shall also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access shall be measured as Each acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

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

BID ITEM 90002 – ARCHAEOLOGY FIELD MONITORING OR INVESTIGATION

DESCRIPTION

There is a chance of finding human remains or archaeological materials during this project. To ensure compliance with the State Burial Site Preservation law, the Contractor shall provide a qualified Archaeologist to monitor critical phases of this project as required by the Wisconsin State Historic Preservation Office (SHPO), and as described in the SHPO project permit authorizing ground-disturbing activities within the archaeology site boundaries. City Engineering obtained the SHPO project permit. The hired Archaeologist shall be qualified as defined by the Secretary of Interior's professional qualification standards (36 CFR 61, Appendix A), and shall be approved by the Wisconsin Historical Society. More information and a list of qualified archaeologists can be found at the link below. There is a list of qualified archaeologists for conducting research and a separate list of qualified archaeologists approved to excavate burial sites. The specific qualifications necessary for the hired archaeologist on this project is specified in the SHPO project permit.

<https://www.wisconsinhistory.org/Records/Article/CS2835>

The Contractor and the Archaeologist shall have the archaeological monitoring timeframe and coordination methods in place prior to the pre-construction meeting. The Archaeologist shall also attend the preconstruction meeting.

NOTE: Any place where human remains are buried are considered burial sites, subject to the State's Burial Site Preservation law, Wis. Stat. § 157.70. Burial Sites are protected under this law. The Contractor shall be responsible for compliance with the requirements of this Statute should human remains be discovered, and solely liable for the payments of penalties or fines imposed by any state or local agency, and for any violation of any state, or local law or regulation arising as a result of the Contractor's performance. The Contractor, or their agent, shall be fully conversant with Wis. Stat. § 157.70 and shall be expected to act in full conformance with that statute. If any human remains or archaeological materials are found, or unusual soils encountered during the project, all ground disturbing construction activities must cease.

The approximate location of the Archeological Site on Lowell Street are as follow; from approximately the W Lakeside Street intersection to the S Shore Drive intersection.

METHOD OF MEASUREMENT

Archaeology Field Monitoring or Investigation shall be measured as Lump Sum (LS) for compensation.

BASIS OF PAYMENT

Archaeology Field Monitoring or Investigation shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all travel, equipment, materials, tools, labor, and incidentals required to complete the work as defined in the description.

BID ITEM 90003 – FINAL ARCHAEOLOGY MONITORING REPORT

DESCRIPTION

The monitoring Archaeologist shall compile all recorded pertinent information and observations in a Final Report format acceptable to the Wisconsin Historical Society and the Wisconsin Department of Natural Resources. The Final Report shall be submitted to the Project Engineer within 3 weeks of concluding the field monitoring activities.

METHOD OF MEASUREMENT

This Bid Item shall be measured by Lump Sum (LS) for compensation.

BASIS OF PAYMENT

This Bid Item shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all travel, equipment, materials, tools, labor, and incidentals required to complete the work as defined in the description. In the event of delay in submitting the Final Archaeology Monitoring Report to the Project Engineer, the fixed, agreed and liquidated damages due the City from the Contractor shall be assessed in the amount of \$100/day.

BID ITEM 90040 – 3' x 5' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 3' x 5' field poured junction structure, providing and installing one (1) casting (R-1550-0054), setting and adjustment of the castings to the grade as called out

in the plan set or as directed in the field. The 3' x 5' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the one SAS casting on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that includes XYPEX C-1000 in accord with the manufacture's recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this item shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

3' x 5' CAST IN PLACE SAS shall be measured for payment as a single unit complete in place

BASIS OF PAYMENT

3' x 5' CAST IN PLACE SAS shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90041 – SHORELINE CONSTRUCTION

DESCRIPTION

This work shall include, but is not limited to, removing & salvaging the shoreline riprap, grading the area around the new Apron Endwall, backfill with clay general fill, installation of filter fabric, and reinstallation of the salvaged shoreline riprap. This work is to be located where the outlet pipe to the storm system intersects the shoreline.

It is imperative that the bedding around the pipe and any area exposed by the storm main & Apron Endwall installation construction that is filled with backfill be covered with filter fabric before the original rip rap is placed to restore the shoreline. Filter Fabric will be paid out as RIPRAP FILTER FABRIC, TYPE HR - bid item 20256.

If the neighborhood library box or the bench area are disturbed in the construction process, work in preserving and restoring those items or the park area beyond the north back of curb is incidental to SHORELINE CONSTRUCTION. No storage of materials on parks; contact parks staff (Chad Hughes at (608) 267-8804 72 hours prior to start of work within the park and shoreline area.

METHOD OF MEASUREMENT

SHORELINE CONSTRUCTION shall be measured per linear foot each instance as identified in the field.

BASIS OF PAYMENT

SHORELINE CONSTRUCTION shall be paid for at the contract unit price, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90042 – CDS STORM TREATMENT SYSTEM

DESCRIPTION

Work under this item includes construction of a new CDS STORM TREATMENT SYSTEM precast structure, with 9' sump below listed EI, providing and installing two (2) castings (one R-1550-0054 and one R-1689-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field.

1.0 GENERAL

- 1.1** This item shall govern the furnishing and installation of the CDS STORM TREATMENT SYSTEM, specifically CDS4045-8 CDS® by Contech Engineered Solutions LLC, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.
- 1.2** The Contractor shall provide all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.
- 1.3** The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer. In accordance with the Drawings, the SWTD(s) shall be a CDS® device manufactured by:

Contech Engineered Solutions LLC
9100 Centre Pointe Drive
West Chester, OH, 45069
Tel: 1 800 338 1122

- 1.4** All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.
- 1.5** The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.
- 1.6** The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certification" certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research
- 1.7** No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and

approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

2.0 MATERIALS

2.1 Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:

- 2.1.1** Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
- 2.1.2** Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
- 2.1.3** Cement shall be Type III Portland Cement conforming to ASTM C 150;
- 2.1.4** Aggregates shall conform to ASTM C 33;
- 2.1.5** Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
- 2.1.6** Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
- 2.1.7** Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.

2.2 Internal Components and appurtenances shall conform to the following:

- 2.2.1** Screen and support structure shall be manufactured of Type 316 and 316L stainless steel conforming to ASTM F 1267-01;
- 2.2.2** Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320;
- 2.2.3** Fiberglass components shall conform to applicable sections of ASTM D-4097
- 2.2.4** Access system(s) conform to the following:
- 2.2.5** Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

3.0 EXECUTION

3.1 The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.

3.2 The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.

3.3 The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.

3.4 The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

TABLE 1
Storm Water Treatment Device
Storage Capacities

CDS Model	Minimum Sump Storage Capacity (yd ³)/(m ³)	Minimum Oil Storage Capacity (gal)/(L)
CDS2015-4	0.9(0.7)	61(232)
CDS2015-5	1.5(1.1)	83(313)
CDS2020-5	1.5(1.1)	99(376)
CDS2025-5	1.5(1.1)	116(439)
CDS3020-6	2.1 (1.6)	184(696)
CDS3025-6	2.1(1.6)	210(795)
CDS3030-6	2.1 (1.6)	236(895)
CDS3035-6	2.1 (1.6)	263(994)
CDS3535-7	2.9(2.2)	377(1426)
CDS4030-8	5.6(4.3)	426(1612)
CDS4040-8	5.6 (4.3)	520(1970)
CDS4045-8	5.6 (4.3)	568(2149)
CDS5640-10	8.7(6.7)	758(2869)
CDS5653-10	8.7(6.7)	965(3652)
CDS5668-10	8.7(6.7)	1172(4435)
CDS5678-10	8.7(6.7)	1309(4956)
CDS10060-DV	5.0 (3.8)	792 (2997)
CDS10080-DV	5.0 (3.8)	1057 (4000)
CDS100100-DV	5.0 (3.8)	1320 (4996)

METHOD OF MEASUREMENT

CDS STORM TREATMENT SYSTEM shall be measured as a single unit complete in place.

BASIS OF PAYMENT

CDS STORM TREATMENT SYSTEM shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90043 – ROOT CUTTING – STORM INSTALLATION

DESCRIPTION

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots around areas of storm sewer installation that has been marked with "NRC" for No

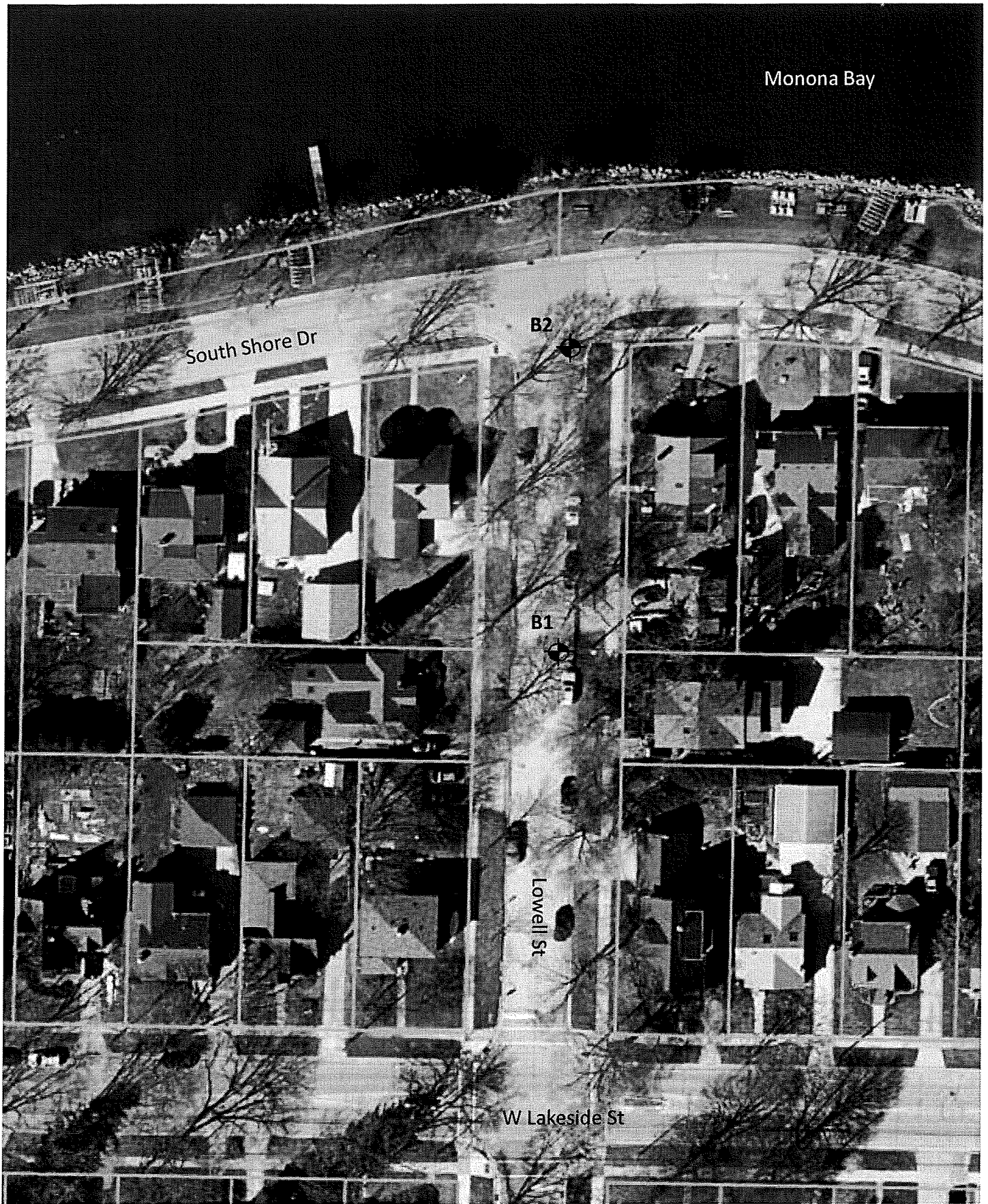
Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

METHOD OF MEASUREMENT

ROOT CUTTING – STORM INSTALLATION shall be measured per linear foot of storm sewer that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

BASIS OF PAYMENT

ROOT CUTTING – STORM INSTALLATION shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.



Monona Bay

South Shore Dr

B2

B1

Lowell St

W Lakeside St

Legend

☉ Denotes Boring Location

Notes

1. Soil borings performed by America's Drilling Co. in Oct 2022 and Feb 2024
2. Boring locations are approximate

Scale: Reduced

Job No. C22051-21	
Date: 2/2024	

SOIL BORING LOCATION MAP

Lowell Street
Madison, Wisconsin



LOG OF TEST BORING

Project Lowell Street
160'S of South Shore, 10'E of Centerline
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) 850±
 Job No. C22051-21
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					X	6 in. Hard Concrete Pavement/3 in. Base Course				
1		14	M	7		FILL: Loose Light Brown Fine to Medium Sand with Trace Silt				
2		16	W	8						
					5					
3		14	W	12		Medium Dense, Grayish-Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
4		8	W	20						
					10					
5		18	W	22		Medium Dense, Gray Fine SAND, Little to Some Silt (SP-SM/SM)				
					15	End of Boring at 15 ft				
					20	Backfilled with bentonite chips and asphalt patch				
					25					

WATER LEVEL OBSERVATIONS					GENERAL NOTES		
While Drilling	▽ 4.5'	Upon Completion of Drilling	4.5'	Start	10/7/22	End	10/7/22
Time After Drilling				Driller	ADC	Chief	KD
Depth to Water				Logger	DB	Editor	ESF
Depth to Cave in			8'	Drill Method	2.25" HSA; Autohammer		
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.							



LOG OF TEST BORING

Project Lowell Street
20'S of South Shore Drive, 10'E of Centerline
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) 850±
 Job No. C22051-21
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	FIELD Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
				0	X	4 in. Asphalt Pavement/9.5 in. Base Course				
1	14	M	15	1	█	FILL: Medium Dense Brown Sand with Trace Silt and Gravel				
2	15	M	3	3	█	Very Loose, Black Fibrous PEAT (PT)				
				5	█		258.5			71.9
3	13	M/W	11	11	█	Medium Dense, Gray Fine to Medium SAND, Little Silt and Gravel (SP-SM)				
4	15	W	16	16	█	Medium Dense, Gray Fine SAND, Trace Silt and Gravel (SP)				
				10	█					
5	17	W	12	17	█	Medium Dense, Light Gray Fine SAND, Little to Some Silt, Trace Gravel (SP-SM/SM)				
				15	█					
				15	█	Medium Dense, Gray Varved Silty Fine SAND and Sandy SILT, Trace to Little Clay (SM/ML)				
6	16	W	17	17	█	Medium Dense, Gray Fine SAND, Trace Silt (SP)				
				20	█	End of Boring at 20 ft				
				20	█	Backfilled with Bentonite Chips and Asphalt Patch				
				25	█					

WATER LEVEL OBSERVATIONS

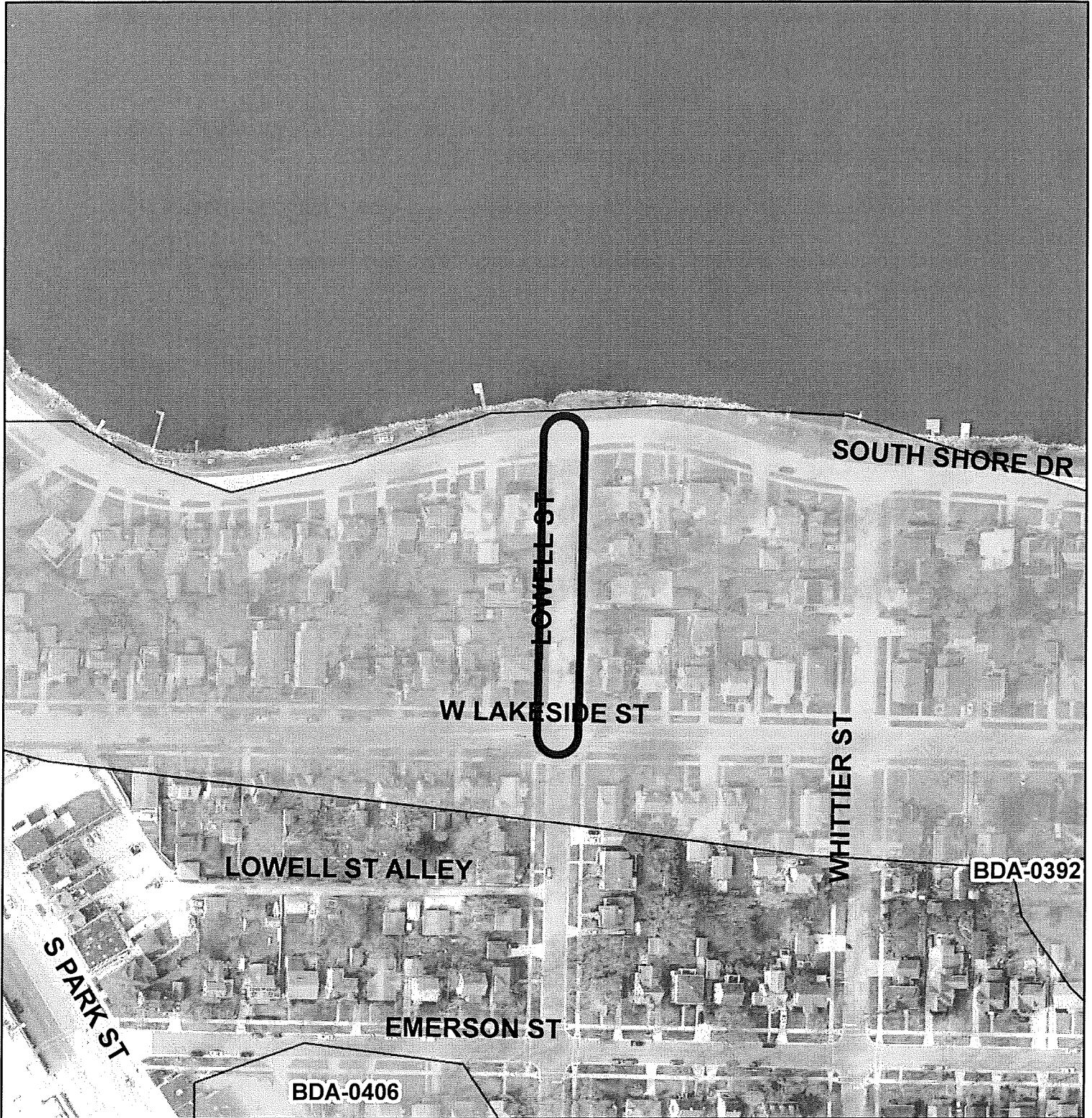
GENERAL NOTES

While Drilling ∇ 8.0' Upon Completion of Drilling _____
 Time After Drilling _____ 15 Min.
 Depth to Water _____ 6.2' ∇
 Depth to Cave in _____ 8.1'


Start 2/22/24 End 2/22/24
 Driller ADC Chief KD Rig CME-55
 Logger CJ Editor ESF
 Drill Method 2.25" HSA; Autohammer

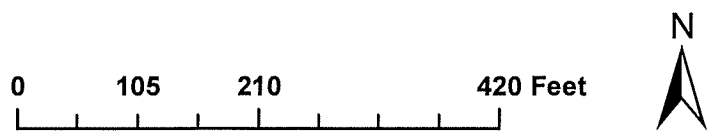
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

General Project Description: Full reconstruction of the street infrastructure including replacement of sanitary sewer main and laterals, storm sewer main and laterals and replace the connection into the lake, curb and gutter replacement, driveway apron replacement, and asphalt pavement.



Legend

-  City of Madison Project Boundary
-  WSHS - ASI-Archaeological Sites Inventory



From: felipe.avila@wisconsinhistory.org
To: [Wegner, Carissa](#)
Subject: SHPO Review: 24-0152/DA - City of Madison- Lowell St Street Construction
Date: Wednesday, January 17, 2024 9:36:49 AM

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

Dear Ms. Carissa Wegner,

We have completed review of WHS #24-0152, City of Madison- Lowell St Street Construction. We find that the project will have no adverse effect on historic properties within the APE providing the following conditions are met:

- Monitor the initial stripping and excavation in the terrace or other minimally disturbed areas.

If your plans change or cultural materials/human remains are found during the project, please halt all work and contact our office.

Please use this email as your official SHPO concurrence for the project. If you require a hard copy signed form, please contact me and I will provide you a signed copy as soon as possible.

Sincerely,
Felipe Avila
State Historic Preservation Office

Wisconsin Historical Society
816 State Street, Madison, WI 53706
608 264-6013
felipe.avila@wisconsinhistory.org

Wisconsin Historical Society
Collecting, Preserving, and Sharing Stories Since 1846



Department of Public Works

Engineering Division

James M. Wolfe, P.E., City Engineer

City-County Building, Room 115
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Chris Petykowski, P.E.

Deputy Division Manager

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

March 14, 2024

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8712
LOWELL STREET ASSESSMENT DISTRICT – 2024**

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

CONTRACT:

REPLACE THE SBE PRE BID MEETING DATE IN SECTION A ON PAGE A1: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS WITH: March 18, 2024 (Virtual Meeting) at 1:00 P.M.

PROPOSAL:

NO CHANGES MADE TO THE PROPOSAL

PLANS:

NO CHANGES MADE TO THE PLANS

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

<http://www.bidexpress.com>

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

Sincerely,

James M. Wolfe, P.E., City 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:	LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO.:	8712
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	March 18, 2024 (Virtual Meeting)
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 21, 2024
BID SUBMISSION (2:00 P.M.)	March 28, 2024
BID OPEN (2:30 P.M.)	March 28, 2024
PUBLISHED IN WSJ	March 7, March 14, & March 21, 2024

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at 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 - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

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Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwiag, P.E.

Financial Manager
Steven B. Danner-Rivers

March 21, 2024

**NOTICE OF ADDENDUM
ADDENDUM 2
CONTRACT NO. 8712
LOWELL STREET ASSESSMENT DISTRICT – 2024**

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

CONTRACT:

REMOVE AND REPLACE THE FIRST SENTENCE IN THE THIRD PARAGRAPH IN BID ITEM 90041 - SHORELINE CONSTRUCTION ON PAGE D12 WITH THE FOLLOWING:

If the Little Library needs to be moved, contractor shall salvage and coordinate with Stanley Jackson at (608) 658-0666 a minimum of 7 days prior to moving. This work is incidental to SHORELINE CONSTRUCTION.

Parks will Remove bench before construction begins. Parks will reinstall bench after shoreline is Restored. Contractor shall pour a 5' x 8' x 0.5' pad for the reinstallation of the bench under the direction of Chad Huges. This work is incidental to SHORELINE CONSTRUCTION.

Any restoration of the park north of the back of curb shall be incidental to SHORELINE CONSTRUCTION.

PROPOSAL:

ITEMS HAVE BEEN REVISED IN THE PROPOSAL. SEE BID EXPRESS.

ACTION	BID ITEM	DESCRIPTION
REMOVE	50724	4'X4' STORM SAS
REVISE	50725	5'X5' STORM SAS
REVISE	50741	TYPE H INLET

PLANS:

U-1: Added additional coordination and requirements for work around MMSD Forced mains, Parks area, and Little Library. Added ULO-7 on the abandoned MMSD forced main.

U-6: note changed from Type II to ADS HP Storm

U-7: Added ULO-7 on the abandoned MMSD forced main

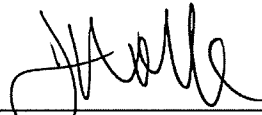
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Wolfe', written over a horizontal line.

James M. Wolfe, P.E., City Engineer

STORM SEWER SCHEDULE

3/20/2024 TAC ADDENDUM 2

LOWELL STREET ASSESSMENT DISTRICT 2024
PROJECT NO. 14078

SHEET NO.
U-6

CITY OF MADISON
STORM SEWER SCHEDULE

STORM STRUCTURE NO.	STATION	LOCATION	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
PROPOSED STORM STRUCTURES															
LOWELL STREET															
S-0	14+67.41	RT-15.25	24" AE W/ GATE	-	845.50	-	[1]	845.50	843.37	82	78	-2.75%	24"	TYPE II	[1]
S-1	13+85.92	RT-14.57	8" STORM TREATMENT	849.47	843.37	15.10	[2],[8]	844.92	845.14	31	23	0.84%	24"	RCP	[9]
S-1A	13+48.76	RT-14.50	H INLET	849.85	846.52	3.33	WIR-3067-7004-V	845.92	846.52	37	32	1.69%	12"	RCP	-
S-2	13+77.20	LT-14.58	TAP	845.14	845.14	-	-	846.95	846.95	19	18	0.57%	6"	TYPE II	-
S-2A	13+72.77	LT-14.53	TAP	845.14	845.14	-	-	846.05	846.05	235	232	0.39%	28"x45"	RCP	[9]
S-3	11+39.79	LT-17.16	3" X 5' STORM SAS	850.45	845.05	4.40	FP-WIR-1550-0054-[9]	846.05	846.48	54	50	0.86%	28"x45"	RCP	-
S-3A	11+33.50	LT-14.50	H INLET	850.64	847.52	3.12	WIR-3067-7004-VB	846.05	846.48	10	6	0.86%	12"	RCP	-
S-3B	11+33.48	RT-14.52	H INLET	850.63	847.58	3.05	WIR-3067-7004-VB	846.05	847.47	19	19	0.98%	12"	RCP	-
S-4	10+65.68	LT-17.22	5' X 5' STORM SAS	850.70	846.48	4.22	FP-WIR-1550-0054	846.48	847.58	23	23	0.96%	28"x45"	RCP	[4]
S-4A	10+75.61	LT-21.52	H INLET	850.89	848.08	2.81	WIR-3067-7004-VB	846.48	847.14	69	69	1.40%	12"	RCP	-
S-4B	10+29.70	RT-21.58	H INLET	850.90	848.31	2.59	WIR-3067-7004-VB	846.08	847.90	17	13	1.40%	12"	RCP	-
S-4C	10+74.73	RT-22.42	H INLET	851.11	848.16	2.95	WIR-3067-7004-VB	848.08	848.31	46	43	0.53%	12"	RCP	-
S-5	10+30.87	RT-21.54	H INLET	850.59	848.05	2.54	WIR-3067-7004-VB	847.90	848.16	32	27	0.95%	12"	RCP	-
S-5A	10+13.60	RT-14.33	TAP	847.95	847.95	-	-	847.95	848.05	20	17	0.59%	12"	RCP	[6]
S-6	10+95.54	LT-19.98	PLUG	-	-	-	[5]	-	-	-	-	-	-	-	-

STORM STRUCTURE NO.	STATION	LOCATION	TYPE	EX. TOC. ELEV.	ADJUST. ELEV.	ADJUST. DIFF.	NOTES	LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
REMOVE STORM PIPES												
LOWELL STREET												
RP-1	13+97.12	LT-18.06	5" DIA CATCH BASIN	849.38	849.45	0.07	-	32	0	12"	RCP	-
AS-1	13+96.71	LT-4.14	5" DIA CATCH BASIN	849.57	849.53	-0.04	-	13	52	12"	RCP	[9]
AS-2	13+75.02	LT-14.54	8" X 4' STORM SAS	849.54	849.57	0.03	-	10	20	12"	RCP	[9]
AS-3	10+12.11	RT-13.71	H INLET	850.48	850.48	0.00	-	37	74	12"	RCP	[9]
AS-5	10+12.23	LT-7.65	5' X 5' STORM SAS	850.86	850.86	0.00	[10]	13	52	12"	RCP	[9]
RP-5	10+15.49	RT-22.52	6" X 6' STORM SAS	851.1	847.14	3.96	-	15	15	24"	RCP	-
RP-7	10+75.13	RT-22.75	H INLET	850.95	847.65	3.30	-	6	6	12"	RCP	-
RP-8	10+28.57	RT-20.90	H INLET	851.05	847.73	3.32	-	57	54	12"	RCP	-

STORM STRUCTURE NO.	STATION	LOCATION	TYPE	EX. TOC. ELEV.	ADJUST. ELEV.	ADJUST. DIFF.	NOTES	LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
REMOVE STORM PIPES												
LOWELL STREET												
RP-1	13+97.12	LT-18.06	5" DIA CATCH BASIN	849.38	849.45	0.07	-	32	0	12"	RCP	-
RP-2	10+90.17	LT-19.96	6" X 6' STORM SAS	851.07	847.06	4.01	-	13	52	12"	RCP	[9]
RP-3	10+76.60	LT-22.49	3" X 6' STORM SAS	850.83	847.19	3.64	-	10	20	12"	RCP	[9]
RP-4	10+66.78	LT-21.16	4" X 6' STORM SAS	851.91	847.17	4.74	-	37	74	12"	RCP	[9]
RP-5	10+28.96	LT-22.24	3" X 6' STORM SAS	850.97	847.20	3.77	-	13	52	12"	RCP	[9]
RP-6	10+15.49	RT-22.52	6" X 6' STORM SAS	851.1	847.14	3.96	-	15	15	24"	RCP	-
RP-7	10+75.13	RT-22.75	H INLET	850.95	847.65	3.30	-	6	6	12"	RCP	-
RP-8	10+28.57	RT-20.90	H INLET	851.05	847.73	3.32	-	57	54	12"	RCP	-

STANDARD NOTES:
 - ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
 - TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SASs.
 - TOP OF CONCRETE ROOF (TR) IS 1.25 BELOW TOP OF CASTING UNLESS OTHERWISE NOTED.
 - ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
 - SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
 - ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.
 - ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
 - ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
 - ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL. IF PRECAST STRUCTURES ARE PREFERRED, CONTACT TODD CHOJNOWSKI OF CITY ENGINEERING AT (608) 266-4894 FOR PRECAST APPROVALS. FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO TCHOJNOWSKI@CITYOFMADISON.COM.

SPECIFIC NOTES
 [1] REMOVE & SALVAGE SHORELINE RIPRAP. INSTALL PIPE & AE. BACKFILL WITH CLAY GENERAL FILL. GRADE, INSTALL FILTER FABRIC (PAID AS BID ITEM 20256 - RIPRAP FILTER FABRIC, TYPE HR), AND REINSTALL SHORELINE RIPRAP
 [2] PRECAST S-1; 8" STORM TREATMENT W/ 9" SUMP. PAID AS CDS STORM TREATMENT SYSTEM 900xx. SEE REFERENCE DETAIL U-3 AND U-4 FOR SPECIFICATIONS.
 [3] TAP EX 4" X 8" STORM SAS AS-3 (PAID FOR AS STORM TAP)
 [4] EX 5" X 5" STORM SAS AS-5 IS SAID TO HAVE KNOCKOUT FOR DOWN STREAM IN AS BUILT. IF NOT TAP (PAID FOR AS STORM TAP)
 [5] ONLY PLUG UPSTREAM SIDE OF EX 24" VCP STM PIPE. KEEP LIVE IN CASE RESIDENTS REQUIRE PRIVATE CONNECTION
 [6] TAP EX H INLET AS-4 (PAID FOR AS STORM TAP)
 [7] 12" RCP PIPE IS PARALLEL 12" RCP PIPES. IN LENGTHS WHERE PIPE IS INSTALLED 2" PIPES ARE INCIDENTAL REMOVALS
 [8] WIR-1550-0054 & R-3067-7004-VB AND 9" SUMP
 [9] 3" X 5" PAID AS BID ITEM 900XX - 3" X 5" CAST IN PLACE SAS
 [10] PLUG STRUCTURE AFTER REMOVAL OF RP-6 (PAID AS BID ITEM 20336 - PIPE PLUG(STORM))
 [11] PIPE DESIGNED WITH BACK PITCH, MUST BE ADS HP STORM PIPE

STORM SEWER SCHEDULE

• 3/20/2024 TAC ADDENDUM 2

LOWELL STREET ASSESSMENT DISTRICT 2024
PROJECT NO. 14078
STORM SEWER SCHEDULE

SHEET NO.
U-7

CITY OF MADISON

REVISION

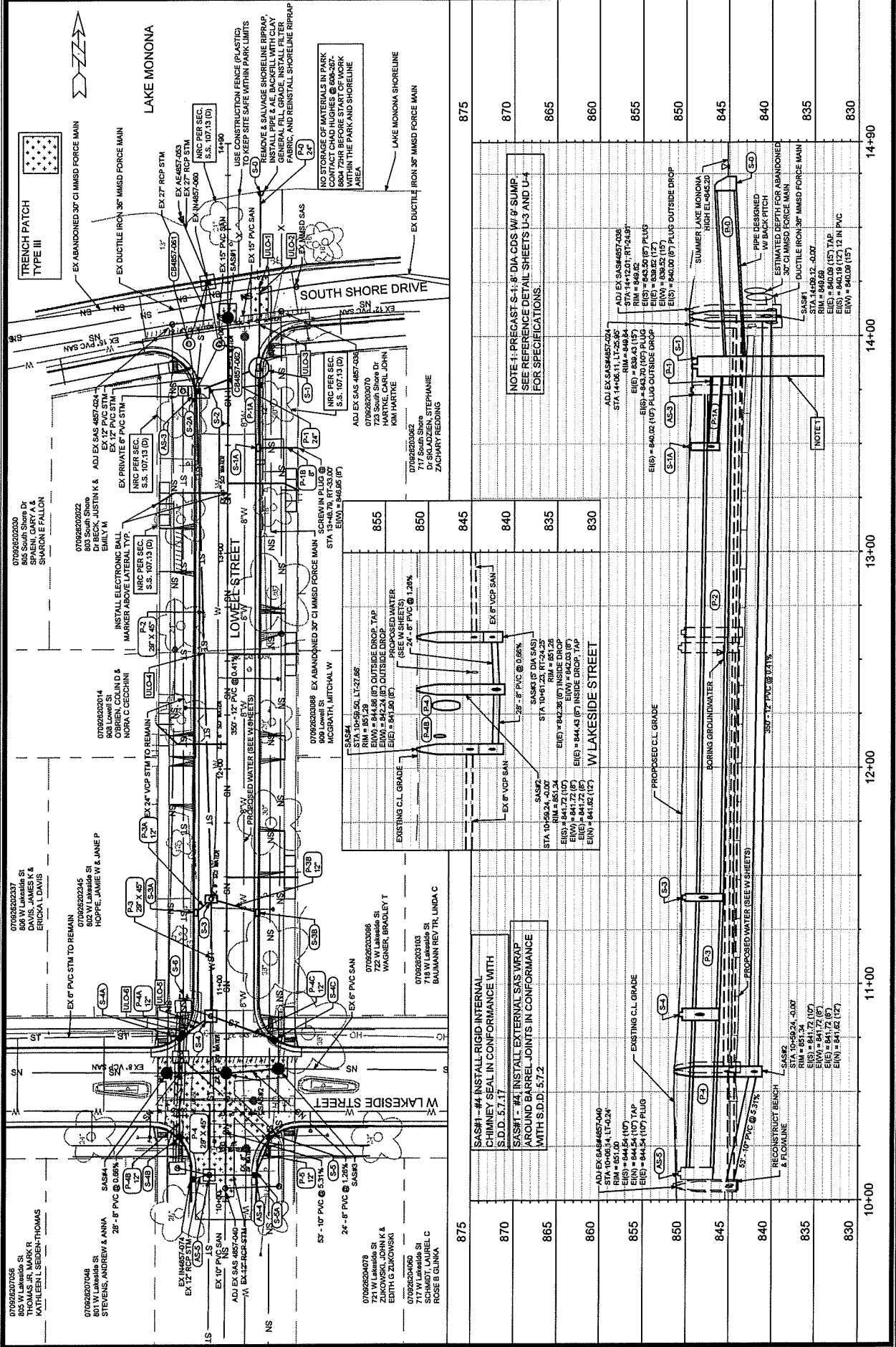
STORM SEWER ULOs (5 ADDITIONAL UNDISTRIBUTED ULOs INCLUDED)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
LOWELL STREET					
ULO-1	14+22.92	RT-14.88	MMSD SAN	-	-
ULO-2	14+20.47	RT-14.86	MMSD SAN	-	-
ULO-3	14+05.78	RT-14.74	WATER	-	-
ULO-4	12+53.78	LT-10.72	GAS	-	-
ULO-5	10+82.27	LT-12.06	GAS	-	-
ULO-6	10+77.93	LT-18.30	GAS	-	-
ULO-7	13+86.87	RT-20.29	MMSD SAN	-	-

STANDARD NOTES:

- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SASs.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
- ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT TODD CHOJNOWSKI OF CITY ENGINEERING AT (608) 266-4084 FOR PRECAST APPROVALS. FAX SHOP DRAWINGS TO (608) 264-9275, OR EMAIL SHOP DRAWINGS TO TCHOJNOWSKI@CITYOFMADISON.COM.

SPECIFIC NOTES



875	SASH - #4 INSTALL RIGID INTERNAL CHIMNEY SEAL IN CONFORMANCE WITH S.D.D. 5.7.17	875	ADJ EX SAS4857-024 STA 14+05.14, LT 2.56 RIM = 841.00 EIS) = 841.24 (10') EIS) = 841.54 (10') EIS) = 841.84 (10') EIS) = 842.14 (10')
870	SASH - #4 INSTALL EXTERNAL SAS WRAP AROUND BARREL JOINTS IN CONFORMANCE WITH S.D.D. 5.7.2	870	NOTE 1: PRECAST 3'-8" DIA CDS W/ 6" SUMP. SEE REFERENCE DETAIL SHEETS U-3 AND U-4 FOR SPECIFICATIONS.
865		865	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
860		860	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
855		855	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
850		850	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
845		845	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
840		840	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
835		835	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')
830		830	ADJ EX SAS4857-024 STA 14+05.11, LT 2.56 RIM = 840.84 EIS) = 841.08 (10') EIS) = 841.38 (10') EIS) = 841.68 (10') EIS) = 841.98 (10')

STORM SEWER SCHEDULE

C. RIGGINS

LOWELL STREET ASSESSMENT DISTRICT 2024
PROJECT NO. 14078
SHEET NO. U-6
STORM SEWER SCHEDULE
CITY OF MADISON

PROPOSED STORM STRUCTURES	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES	DISCH. E.I.	PIPE FROM (DNSTM)	TO (UPSTM)	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
LOWELL STREET																	
S-0	14+67.41	RT-15.25	24" AE W/ GATE	-	845.50	-	[1]	845.50	S-0	S-1	843.37	82	78	-2.75%	24"	TYPE II	[1]
S-1	13+65.92	RT-14.57	8" STORM TREATMENT	849.47	843.37	15.10	[2] [8]	843.32	S-1	AS-3	845.14	31	23	0.94%	24"	RCP	[3]
S-1A	13+48.76	RT-14.50	H INLET	849.85	846.52	3.33	-	846.52	S-1A	S-3	846.52	37	32	1.69%	12"	RCP	-
S-2	13+77.20	LT+8.58	TAP	-	845.14	-	-	845.14	S-2	STA 13+48.79, RT-33.00	846.95	19	18	0.57%	6"	TYPE II	-
S-2A	13+72.77	LT-14.53	TAP	-	845.14	-	-	845.14	S-3	S-3	846.05	235	232	0.39%	28"x48"	RCP	[3]
S-3	11+98.70	LT-7.16	31" X 5' STORM SAS	850.45	846.05	4.40	FP [WIR-1550-0054] [8]	846.05	S-3	S-4	846.46	94	90	0.66%	12"	RCP	-
S-3A	11+93.50	LT-14.50	H INLET	850.64	847.52	3.12	WIR-3067-7004-VB	847.47	S-3A	S-4	847.52	10	6	0.89%	12"	RCP	-
S-3B	11+93.48	RT-14.52	H INLET	850.63	847.58	3.05	WIR-3067-7004-VB	847.47	S-3B	S-3B	847.58	23	19	0.59%	12"	RCP	-
S-4	10+85.68	LT-7.22	51" X 5' STORM SAS	850.70	846.48	4.22	FP [WIR-1550-0054]	846.46	S-4	AS-5	847.14	69	69	0.96%	28"x48"	RCP	[4]
S-4A	10+75.61	LT-21.52	H INLET	850.89	848.08	2.81	WIR-3067-7004-VB	847.90	S-4A	S-4A	848.08	17	13	1.40%	12"	RCP	-
S-4B	10+29.70	LT-21.55	H INLET	850.90	848.31	2.59	WIR-3067-7004-VB	847.90	S-4B	S-4B	848.31	46	43	0.53%	12"	RCP	-
S-4C	10+74.75	RT-21.52	H INLET	851.11	848.16	2.95	WIR-3067-7004-VB	847.90	S-4C	S-4C	848.16	32	27	0.85%	12"	RCP	-
S-5	10+40.87	RT-21.54	H INLET	850.59	848.05	2.54	WIR-3067-7004-VB	847.90	S-5	S-5	848.05	20	17	0.59%	12"	RCP	[6]
S-5A	10+19.80	RT-19.33	TAP	-	847.95	-	[5]	847.95	AS-4	S-5	848.05	20	17	0.59%	12"	RCP	[6]
S-6	10+95.34	LT-19.86	PLUS	-	847.95	-	[5]	847.95	AS-4	S-5	848.05	20	17	0.59%	12"	RCP	[6]

REMOVE STORM ADJUSTMENTS	STATION	LOCATION (OFFSET)	TYPE	EX. TOC. ELEV.	ADJUST. ELEV.	ADJUST. DIFF.	NOTES	LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
LOWELL STREET												
AS-1	13+97.12	LT-19.06	5" DIA CATCH BASIN	849.38	849.45	0.07	-	32	0	12"	RCP	-
AS-2	13+96.71	LT-14.14	3" DIA CATCH BASIN	848.57	848.53	-0.04	-	13	52	12"	RCP	[8]
AS-3	13+95.02	LT-14.34	8" X 4" STORM SAS	848.54	848.57	0.03	-	10	20	12"	RCP	[8]
AS-4	10+12.11	RT-15.71	H INLET	850.48	850.48	0.00	-	37	74	12"	RCP	[8]
AS-5	10+12.23	LT-17.85	5" X 5" STORM SAS	850.86	850.86	0.00	[10]	13	52	12"	RCP	[8]

REMOVE STORM STRUCTURES	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES	LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
LOWELL STREET												
RS-1	13+77.84	RT-16.35	H INLET	849.44	846.27	3.17	-	32	0	12"	RCP	-
RS-2	10+90.17	LT-19.96	6" X 6" STORM SAS	851.07	847.06	4.01	-	13	52	12"	RCP	[9]
RS-3	10+76.60	LT-22.49	4" X 6" STORM SAS	850.83	847.19	3.64	-	10	20	12"	RCP	[9]
RS-4	10+66.78	LT-21.16	3" X 6" STORM SAS	851.91	847.17	4.74	-	37	74	12"	RCP	[9]
RS-5	10+28.96	LT-22.24	3" X 6" STORM SAS	850.87	847.20	3.77	-	13	52	12"	RCP	[9]
RS-6	10+15.49	LT-22.52	6" X 6" STORM SAS	851.1	847.14	3.96	-	15	15	24"	RCP	-
RS-7	10+75.13	RT-22.75	H INLET	850.95	847.65	3.30	-	45	6	12"	RCP	-
RS-8	10+28.57	RT-20.90	H INLET	851.05	847.73	3.32	-	57	54	12"	RCP	-

STANDARD NOTES:
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 - TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SASs.
 - ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
 - SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
 - ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.
 - ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
 - ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
 - ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT TODD CHOJNOWSKI OF CITY ENGINEERING AT (608) 266-4084 FOR PRECAST APPROVALS. FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO TCHOJNOWSKI@CITYOFMADISON.COM.

SPECIFIC NOTES
 [1] REMOVE & SALVAGE SHORELINE RIPRAP. INSTALL PIPE & AE. BACKFILL WITH CLAY GENERAL FILL, GRADE, INSTALL FILTER FABRIC (PAID AS BID ITEM 20256 - RIPRAP FILTER FABRIC, TYPE HR), AND REINSTALL SHORELINE RIPRAP
 [2] PRECAST S-1; 8" STORM TREATMENT W/ 8" SUMP. PAID AS CDS STORM TREATMENT SYSTEM 900xx. SEE REFERENCE DETAIL U-3 AND U-4 FOR SPECIFICATIONS.
 [3] TAP EX 4" X 8" STORM SAS AS-5 IS PAID FOR AS STORM TAP
 [4] EX 5" X 5" STORM SAS AS-5 IS PAID TO HAVE KNOCKOUT FOR DOWN STREAM IN AS BUILT. IF NOT TAP (PAID FOR AS STORM TAP)
 [5] ONLY PLUS UPSTREAM SIDE OF EX 24" VCP STM PIPE. KEEP LIVE IN CASE RESIDENTS REQUIRE PRIVATE CONNECTION
 [6] TAP EX H INLET AS-4 (PAID FOR AS STORM TAP)
 [7] 12" RCP PIPE IS 4 PARALLEL 12" RCP PIPES. IN LENGTHS WHERE PIPE IS INSTALLED 2 PIPES ARE INCIDENTAL REMOVALS
 [8] WIR-1550-0054 & R-3067-7004-VB AND 8" SUMP
 [9] 3" X 5" PAD AS BID ITEM 900XX - 3" X 5" CAST IN PLACE SAS
 [10] PLUS STRUCTURE AFTER REMOVAL OF RP-6 (PAID AS BID ITEM 20336 - PIPE PLUG (STORM))
 [11] PIPE DESIGNED WITH BACK PITCH, MUST BE TYPE II-DOUBLE WALLED PIPE

NOTE: PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.

REMOVE STORM PIPES
 REMOVE FROM REMOVE TO
 NO. FROM (DNSTM) TO (UPSTM)
 LOWELL STREET
 RS-1 RS-2 IN4857-069
 RS-2 RS-3
 RS-3 RS-4
 RS-4 RS-5
 RS-5 RS-6
 RS-6 RS-7 AS4657-072
 RS-7 RS-8
 RS-8 RS-9
 RS-9 RS-5

STORM SEWER SCHEDULE

LOWELL STREET ASSESSMENT DISTRICT 2024
 PROJECT NO. 14078
 STORM SEWER SCHEDULE

SHEET NO.
 U-7

CITY OF MADISON

STORM SEWER ULOs (5 ADDITIONAL UNDISTRIBUTED ULOs INCLUDED)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
LOWELL STREET					
ULO-1	14+22.92	RT-14.88	MMSD SAN	-	-
ULO-2	14+20.47	RT-14.86	MMSD SAN	-	-
ULO-3	14+65.76	RT-14.74	WATER	-	-
ULO-4	12+93.78	LT-10.72	GAS	-	-
ULO-5	10+82.27	LT-12.06	GAS	-	-
ULO-6	10+77.93	LT-16.30	GAS	-	-

SPECIFIC NOTES

STANDARD NOTES:

- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SASs.
- TOP OF CONCRETE ROOF (TR) IS 1.25 BELOW TOP OF CASTING UNLESS OTHERWISE NOTED.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER
- ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
- ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT TODD CHOJNOWSKI OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO TCHOJNOWSKI@CITYOFMADISON.COM.

012161024

SECTION E: BIDDERS ACKNOWLEDGEMENT

**LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO. 8712**

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.

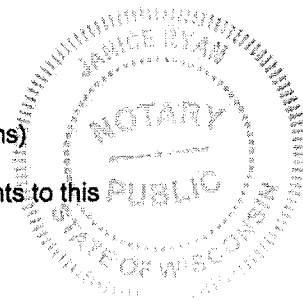
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 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 Speedway Sand & Gravel Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Beth
SIGNATURE
Vice President
TITLE, IF ANY

Sworn and subscribed to before me this 28th day of March, 2024.

Jarvis Ryan
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10/22/2025

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



Best Value Contracting

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

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

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

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

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

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

- Contractor has been in business less than one year.

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

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

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

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

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO. 8712

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Dustin Bittner

Prime Bidder Certification

I, Dustin Bittner, Vice President of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Jarvis Ryan
Witness' Signature

Dustin Bittner
Bidder's Signature

March 28, 2028
Date

LOWELL STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8712

DATE: 3/28/24

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$2,400.00	\$2,400.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	30.00	\$80.00	\$2,400.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	20.00	\$0.01	\$0.20
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	40.00	\$0.01	\$0.40
10912 - MOBILIZATION - L.S.	1.00	\$76,212.00	\$76,212.00
20101 - EXCAVATION CUT- C.Y.	700.00	\$26.30	\$18,410.00
20130 - UNDERDRAIN - L.F.	220.00	\$13.00	\$2,860.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1220.00	\$0.50	\$610.00
20141 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	1220.00	\$1.50	\$1,830.00
20217 - CLEAR STONE - TON	250.00	\$7.40	\$1,850.00
20219 - BREAKER RUN - TON	220.00	\$14.85	\$3,267.00
20221 - TOPSOIL - S.Y.	790.00	\$6.50	\$5,135.00
20256 - RIPRAP FILTER FABRIC, TYPE HR - SF	225.00	\$0.88	\$198.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	150.00	\$0.01	\$1.50
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	150.00	\$0.01	\$1.50
20311 - REMOVE SEWER ACCESS STRUCTURE (STORM & SANITARY) - EACH	10.00	\$456.00	\$4,560.00
20313 - REMOVE INLET - EACH	3.00	\$654.00	\$1,962.00
20314 - REMOVE PIPE - L.F.	273.00	\$32.00	\$8,736.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	1290.00	\$3.00	\$3,870.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	800.00	\$3.00	\$2,400.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	2330.00	\$2.00	\$4,660.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	0.70	\$543.00	\$380.10
20336 - PIPE PLUG (STORM) (UNDISTRIBUTED) - EACH	14.00	\$300.00	\$4,200.00
20401 - CLEARING (UNDISTRIBUTED) - I.D.	66.00	\$125.00	\$8,250.00
20406 - GRUBBING (UNDISTRIBUTED) - I.D.	66.00	\$30.00	\$1,980.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$340.00	\$1,020.00
20701 - TERRACE SEEDING - S.Y.	790.00	\$2.25	\$1,777.50
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$500.00	\$1,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$325.00	\$650.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$2,250.00	\$2,250.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	100.00	\$6.95	\$695.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	100.00	\$1.25	\$125.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	34.00	\$195.00	\$6,630.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	68.00	\$50.00	\$3,400.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	34.00	\$15.00	\$510.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	790.00	\$1.80	\$1,422.00
21093 - TURBIDITY BARRIER - COMPLETE - L.F.	25.00	\$50.00	\$1,250.00
21110 - TERRACE RAIN GARDEN - SF	150.00	\$25.00	\$3,750.00
21302 - CONSTRUCTION FENCE (PLASTIC) - L.F.	95.00	\$4.75	\$451.25
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	800.00	\$27.30	\$21,840.00

LOWELL STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8712

DATE: 3/28/24

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
30208 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) (UNDISTRIBUTED) - L.F.	20.00	\$31.60	\$632.00
30302 - 5-INCH CONCRETE SIDEWALK - S.F.	900.00	\$8.00	\$7,200.00
30304 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	1430.00	\$8.00	\$11,440.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	100.00	\$45.00	\$4,500.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	500.00	\$16.85	\$8,425.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	600.00	\$20.20	\$12,120.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	333.00	\$82.70	\$27,539.10
40218 - TACK COAT - GAL	158.00	\$3.00	\$474.00
40231 - ASPALT DRIVE AND TERRACE (UNDISTRIBUTED) - S.Y.	50.00	\$33.00	\$1,650.00
40301 - FULL WIDTH GRINDING - S.Y.	573.00	\$13.80	\$7,907.40
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$789.00	\$789.00
50202 - TYPE II DEWATERING - L.S.	1.00	\$456.00	\$456.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	682.00	\$0.01	\$6.82
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	601.00	\$0.01	\$6.01
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	343.00	\$55.00	\$18,865.00
50301 - 8 INCH PVC SEWER PIPE (SDR35, SDR 26) - L.F.	52.00	\$148.46	\$7,719.92
50302 - 10 INCH PVC SEWER PIPE (SDR35, SDR 26) - L.F.	53.00	\$152.42	\$8,078.26
50303 - 12 INCH PVC SEWER PIPE (SDR35, SDR 26) - L.F.	350.00	\$160.71	\$56,248.50
50353 - SANITARY SEWER LATERAL - L.F.	146.00	\$85.24	\$12,445.04
50356 - RECONNECT - EACH	5.00	\$4,009.00	\$20,045.00
50361 - WASTE WATER CONTROL - L.S.	1.00	\$6,150.00	\$6,150.00
50390 - SEWER ELECTRONIC MARKERS (STORM & SANITARY) (UNDISTRIBUTED) - EACH	14.00	\$40.00	\$560.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F. - L.F.	186.00	\$72.41	\$13,468.26
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	32.00	\$99.82	\$3,194.24
50421 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	363.00	\$260.37	\$94,514.31
50436 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	82.00	\$99.82	\$8,185.24
50441 - 8 INCH TYPE II STORM SEWER PIPE - L.F.	19.00	\$65.04	\$1,235.76
50465 - 24 INCH RCP AE - EACH	1.00	\$3,298.50	\$3,298.50
50701 - 4' DIA SANITARY SAS - EACH	3.00	\$4,759.67	\$14,279.01
50702 - 5' DIA SANITARY SAS - EACH	1.00	\$6,198.90	\$6,198.90
50725 - 5'X5' STORM SAS - EACH	1.00	\$6,210.00	\$6,210.00
50741 - TYPE H INLET - EACH	7.00	\$3,275.20	\$22,926.40
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$537.10	\$2,148.40
50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	2.60	\$655.52	\$1,704.35
50783 - INSIDE DROP - V.F.	2.10	\$645.62	\$1,355.80
50791 - SANTARY SEWER TAP - EACH	3.00	\$1,815.40	\$5,446.20
50792 - STORM TAP - EACH	4.00	\$1,000.00	\$4,000.00
50794 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$1,225.00	\$1,225.00
50797 - EXTERNAL SEWER ACCESS STRUCTURES JOINT SEAL - EACH	4.00	\$655.00	\$2,620.00
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	9.00	\$700.00	\$6,300.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F. - L.F.	300.00	\$6.00	\$1,800.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F. - L.F.	30.00	\$24.00	\$720.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	460.00	\$172.66	\$79,423.60
70032 - FURNISH AND INSTALL 8 INCH WATER VALVE - EACH	3.00	\$3,319.75	\$9,959.25

LOWELL STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8712

DATE: 3/28/24

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
70053 - REPLACE 1-INCHCOPPER SERVICE LATERAL - EACH	1.00	\$3,949.30	\$3,949.30
70056 - RECONNECT 1 INCH SERVICE LATERAL - EACH	2.00	\$2,915.40	\$5,830.80
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$3,649.43	\$14,597.72
70082 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$1,780.00	\$1,780.00
70090 - ABANDON WATER VALVE BOX - EACH	3.00	\$234.00	\$702.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	11.00	\$120.00	\$1,320.00
70110 - TEMPORARY WATER SUPPLY SYSTEM - L.S.	1.00	\$100.00	\$100.00
70111 - FURNISH & INSTALL ANODE - EACH	1.00	\$370.00	\$370.00
90001 - TEMPORARY PEDESTRIAN CROSSING - EACH	2.00	\$920.00	\$1,840.00
90002 - ARCHAEOLOGY FIELD MONITORING OR INVESTIGATION - L.S.	1.00	\$6,000.00	\$6,000.00
90003 - FINAL ARCHAEOLOGY MONITORING REPORT - L.S.	1.00	\$1,000.00	\$1,000.00
90040 - 3'X5' CAST IN PLACE SAS - EACH	1.00	\$4,700.00	\$4,700.00
90041 - SHORELINE CONSTRUCTION - L.F.	15.00	\$6,800.00	\$102,000.00
90043 - ROOT CUTTING-STORM INSTALLATION - L.F.	60.00	\$0.01	\$0.60
90042 - CDS STORM TREATMENT SYSTEM - EACH	1.00	\$71,416.00	\$71,416.00
99 Items	Totals		\$922,021.14



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
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. Zwiag, P.E.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity and Deposit Company of Maryland

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through January 31, 2026.

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

Speedway Sand & Gravel Inc.
COMPANY NAME AFFIX SEAL

Jan 2, 2024
DATE

By: Janice Ryan
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

January 2, 2024
DATE

By: Maureen Butts
SIGNATURE AND TITLE
Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2024
DATE

Maureen Butts
AGENT SIGNATURE

1818 Parmenter Street, Suite 240
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2024 to January 31, 2026
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1-2-2024
DATE

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

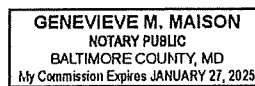
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2024.



A handwritten signature in cursive script, appearing to read 'Thomas O. McClellan', is written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of May in the year Two Thousand and Twenty-Four between **SPEEDWAY SAND & GRAVEL, 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 **APRIL 16, 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:

LOWELL STREET ASSESSMENT DISTRICT 2024 CONTRACT NO. 8712

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 **NINE HUNDRED TWENTY-TWO THOUSAND TWENTY-ONE AND 14/100 (\$922,021.14)** 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.

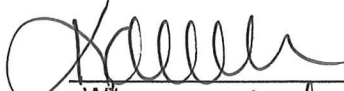
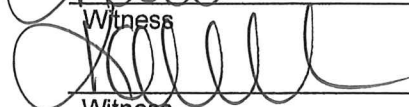
7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall 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.

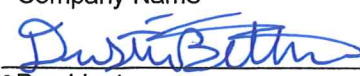
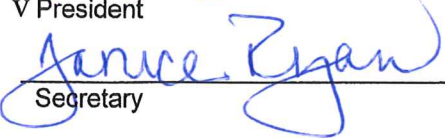
**LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO. 8712**

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.

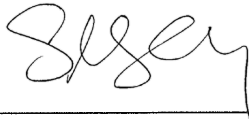
Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

	4/17/24
Witness	Date
	4/17/24
Witness	Date

Company Name	
	4/17/24
V President	Date
	4/17/24
Secretary	Date

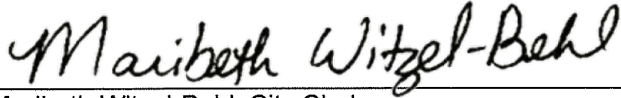
CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/02/2024

Date



Maribeth Witzel-Behl, City Clerk

4/22/2024

Date

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



David P. Schmiedicke, Finance Director

4/25/2024

Date

Approved as to form:



Michael Haas, City Attorney

5/2/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - 24-00253, ID No. 82685, adopted by the Common Council of the City of Madison on April 18, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.**, as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **NINE HUNDRED TWENTY-TWO THOUSAND TWENTY-ONE AND 14/100 (\$922,021.14)** 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:

**LOWELL STREET ASSESSMENT DISTRICT 2024
CONTRACT NO. 8712**

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 17th day of April, 2024

Countersigned:

[Signature]
Witness

[Signature]
Secretary

SPEEDWAY SAND & GRAVEL, INC.
Company Name (Principal)

[Signature]
V. President Seal **NA**

Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact
Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 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.

April 17, 2024
Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

5/2/2024

Date

Michael Haas

City Attorney

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of April, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790