

\$1,880,564.85

BID OF Speedway Sand & Gravel, Inc.

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Troy Drive Green Avenue Sanitary Sewer with Resurfacing Knutson Drive and Green Avenue Assessment District - 2024

CONTRACT NO. 8801

PROJECT NO. 14782

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1
SECTION B: PROPOSAL SECTION.....B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER’S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

This Proposal, and Agreement have
been prepared by:

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

 for

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

JMW: AZ

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:	TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO.:	8801
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	September 11, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 11, 2025
BID SUBMISSION (2:00 P.M.)	September 18, 2025
BID OPEN (2:30 P.M.)	September 18, 2025
PUBLISHED IN WSJ	September 4 & 11, 2025

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 Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 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 DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 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, installation sanitary sewer main and laterals, adjustment of water valves, and storm inlets, pulverize and shape the existing asphalt pavement, full width grinding of the existing pavement, bus pad installation, and spot replacement of curb and gutter and sidewalks, and new pavement marking.

The total project limits for the work on Green Avenue are from 613 Troy Drive to Sauthoff Road. The project is approximately 4,000 ft. in length.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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.

Archaeology

No archaeology monitoring or final report is needed for this project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps 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. The Contractor shall maintain access for property owners.

Madison Mental Health Institute

The Madison Mental Health Institute (MMHI), located at 301 Troy Drive is planning an underground utility project beginning in the fall of 2025 within their property limits. As part of the MMHI utility project, new underground direct-bury steam piping, electrical, and signal duct packages will be installed across Troy Drive. This project will overlap with the Troy Drive/Green Avenue project, particularly when MMHI's contractor performs utility work crossing Troy Drive within the right-of-way (approx. STA 124+75.00 to 126+00). That crossing is scheduled to be completed by the end of in the summer of 2026. Ongoing access to the MMHI site must be maintained at all times. Any required disruptions or access limitations must be coordinated directly with MMHI.

The Contractor shall coordinate with the MMHI contractor to ensure proper scheduling and access for the crossing work. The Contractor must also notify the MMHI contractor of the timing of any sanitary sewer work at the crossing location.

For questions related to the MMHI utility project, contact:

Seth Markgraf
Construction Representative
Mendota Mental Health Center/ Central Wisconsin Center
Email: Seth.Markgraf@dhs.wisconsin.gov
Phone: (608) 301-1071

SECTION 107.2(a) PUBLIC LANE SURVEY MONUMENTS

The Contractor shall reset the existing monument – brass cap at the intersection of Troy Drive and Harper Road, contact the Dane County Surveyor, Dan Frick, 608-266-4252, Frick.daniel@danecounty.gov to coordinate.

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 Construction 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.

Traffic Control shall be measured as a lump sum. Payment for Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining 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.

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.

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 must 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.

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

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 Villareal 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.

Once the project begins, Troy Drive and Green Avenue will be closed to through traffic, including Madison Metro buses, until the binder layer of asphalt has been placed. During this closure, Madison Metro buses traveling westbound/northbound along Troy Drive and Green Avenue will be rerouted via School Road, Northport Drive, Knutson Drive, Green Avenue, and Westport Road, then return eastbound on Knutson Drive toward Northport Drive.

The Contractor shall install a temporary bus stop pad at the northeast corner of the Troy Drive and School Road intersection. This work will be paid under the appropriate bid item.

If, at the time the binder surface is in place, the final asphalt surface has not been installed due to the MMHI project, Troy Drive and Green Avenue shall be reopened to through traffic and Madison Metro service.

During placement of final surface of asphalt, the Contractor shall maintain two-way traffic on Troy Drive and Green Avenue.

Access to all driveways will be maintained at all times throughout the project.

Portable Changeable Message Boards (PCMS):

- Pre-Warn PCMS on Green Avenue (north of Knutson Drive)
- Pre-Warn PCMS on Troy Drive (just west of Goodland Drive)

- Pre-Warn PCMS on Knutson Drive (just west of Westport Road)
- During Construction on Troy Drive (just west of Goodland Drive)
- During Construction on Green Avenue (north of Knutson Drive)
- During Construction on Knutson Drive (just west of Westport Road)
- During Construction on Northport Drive (near Knutson Drive left turn lane)

Temporary Bus Stops and no parking:

Contractor shall be required to post NO PARKING signage for the start date of the 15-day closure (running at least fifteen days, plus any added delay days appropriate), per the list below:

- West side of Marcy Road, Troy Drive to Hintze Road
- East side of March, adjacent 3609 parcel
- North side of Hintze, Marcy Road to Lerdahl Road
- South side of Hintze, adjacent 729 & 733 parcels
- South side of Hintze, adjacent 601 & 609 parcels
- Both sides of Lerdahl, Hintze Road to Luster Avenue
- North side of Luster Avenue, Lerdahl Road to Harper Road
- South side of Luster Avenue, adjacent 529 parcel
- South side of Luster Avenue, adjacent 3525 parcel
- East side of Harper Road, Luster Avenue to 3617 parcel

Temporary bus stops shall be placed westbound on north side of Hintze Road east of Lerdahl Road for the 15-day closure period. General concept shall be barrels/traffic control placed 8 feet off north curb line, beginning taper off 606 parcel driveway and continuing through 602 parcel and tapering back to gutter around onto east side of Lerdahl Road north of Hintze Road. Keep two, 12-foot travel lanes at all times on Hintze Road with bus stop traffic control.

For the entire project, alternate accessible passenger bus boarding areas for westbound buses along Troy Drive and Green Avenue shall be maintained at all times.

Contractor shall not fully close two adjacent intersections simultaneously.

The Green Avenue and Sauthoff Avenue intersection shall be open and maintained for the duration of the project.

Submit a traffic control plan to Ali Heinritz, aheinritz@cityofmadison.com prior to the preconstruction meeting. Include all phases.

Madison Metro shall be notified ten (10) days in advance for bus reroute. Madison Metro can be notified by emailing metronotice@cityofmadison.com. This allows adequate notice for Metro to reroute bus routes and move stops when necessary.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or aheinritz@cityofmadison.com for questions on this spec.

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 107.17 UTILITY COORDINATION

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), Charter Communications (overhead), Madison Gas (underground) and Electric (overhead & underground) have facilities within the project limits.

AT&T has both overhead and underground facilities located within the project limits. A conflict has been identified involving a guy wire near the planned bus pad at 4122 Green Avenue. AT&T intends to install a sidewalk down guy wire and anchor before construction. Another potential conflict exists at STA 147+75 LT, where an underground fiber optic facility (approx. 24-inch depth) is located beneath a proposed curb ramp. Construction of the ramp will require lowering the existing sidewalk and modifying the existing curb and gutter, which may impact the fiber optic facility. A ULO may be required to identify a potential conflict and coordination with AT&T may be required to address the conflict and determine if relocation or protection measures are required during construction. Contact Garrett Barth, gb1789@att.com at AT&T a minimum of 1 week to coordinate the work.

Charter Communication has overhead facilities within project limits. Conflicts are not anticipated.

MG&E has overhead electric facilities within the project limits. Conflicts to existing utility poles are not anticipated. MG&E is planning a project to add underground electric facilities within and around the project limits. Underground electric street crossings are planned at approximately STA 125+50, STA 137+75, and STA 148+50, each within a 50-foot range. The underground lines connecting these crossings will run along the east/north side of Green Avenue and Troy Drive, outside the public right-of-way, within a dedicated easement. MG&E plans to continue the underground electric facility east of STA 148+50 to Marcy Road under the existing sidewalk. A new switchgear is planned at approximately STA 147+65 behind the sidewalk within a 5-foot range. All this work by MG&E is planned ahead of construction. Contact Mark Bohm, MBohm@mge.com at MG&E for an update on their work.

MG&E has gas main facilities within the project limits. Conflicts are not anticipated.

SECTION 107.18 TEMPORARY CROSSWALK ACCESS (UNDISTRIBUTED)

Temporary Crosswalk Access shall be used to maintain pedestrian access for the intersection of Troy Drive and Lerdaahl Road and Troy Drive and Harper Road. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

SECTION 107.19 PROJECT INFORMATION SIGN

Supplement standard spec 107.19 as follows:

The signs shall be attached to Type III barricades and placed at either end of the project for the duration of the project. The signs shall be located at the intersection of Troy Drive and Karstens Drive and Green Avenue and Sauthoff Road. See plans for sign detail.

The project information sign shall be measured by Each 2.5 feet x 4 feet sign, acceptably installed.

BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS

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

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED)

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

BID ITEM 10802 – ROOT CUTTING – SIDEWALK (UNDISTRIBUTED)

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

SECTION 108.2 PERMITS

The City of Madison has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit. The City of Madison has obtained a City of Madison Erosion Control Permit. The City of Madison will submit a DNR Sanitary Sewer Submittal. Sanitary work must not begin until the DNR issues the Sanitary Sewer Permit.

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

All work except the entire street surface paving and pavement marking under this contract shall be completed within **EIGHTY-FIVE (85) CALENDAR DAYS or by July 2, 2026, whichever is sooner.**

Surface paving and pavement marking for the entire street under this contract shall be completed by **September 30, 2026** to accommodate MMHI's project completion within the right-of-way.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. If the Contractor wishes to start work prior to this date, the Contractor

shall notify the City Engineer in writing a minimum of three (3) weeks in advance of the preferred start date to determine if it is acceptable.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all required work by July 2, 2026 shall be \$1,000 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all required work by September 30, 2026 shall be \$1,000 per calendar day.

BID ITEM 20219 – BREAKER RUN

It is assumed that 25% of Troy Drive/Green Avenue (Haper Road to Sauthoff Road) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Geosynthetic Reinforcement Fabric in the undercut areas as directed by the Construction Engineer, paid under the appropriate bid item.

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.

BID ITEM 20402 – CLEARING

BID ITEM 20407 – GRUBBING

These bid items are to be used for Clearing and Grubbing trees as shown on the plans. All work for clearing and grubbing shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees and shrubs under 3 inches.

Clear and grub shrubs and trees less than 3-inches in diameter within slope intercept as needed from approximately STA 120+50 to STA 122+00 RT as needed to install the sanitary sewer under the sidewalk. Do not remove trees over 3-inches without coordination with City Forestry.

BID ITEM 21018 – SILT SOCK (8 INCH) – PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED)

An additional 100 feet of eight inch (8”) silt sock was included in this proposal for use as directed by the field engineer.

BID ITEM 21019 – SILT SOCK (8 INCH) – REMOVE & RESTORE (UNDISTRIBUTED)

An additional 100 feet of eight inch (8”) silt sock was included in this proposal for use as directed by the field 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 FORM CONCRETE CURB & GUTTER (UNDISTRIBUTED)

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

BID ITEM 40301 – FULL WIDTH GRINDING

2-inches of full width grinding for the entire street width shall be completed along Troy Drive from Lerdaahl Road to Harper Road. The placement of HMA pavement shall be paid separately.

BID ITEM 40311 – PULVERIZE AND SHAPE

Pulverize and shape shall be used along Troy Drive/Green Avenue between Harper Road to Sauthoff Road. The removal of material shall be considered incidental to this bid item.

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 3121 feet new 15” PVC SDR-35/26, 153 feet of new 6”-8” sanitary lateral. 4012 Green Ave. is requesting a new 8” diameter lateral be installed for future use. This lateral will attach to structure SAS#8 and include installation of pipe to ten (10) feet passed property line with a signed right of entry. This new lateral will be paid under BID ITEM 50301 (8 INCH PVC SEWER PIPE (SDR 35)).

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. Contractors shall verify the material of lateral prior to replacement and shall replace any lateral not found to be PVC. 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

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.

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 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed over the sanitary sewer trench along Troy Drive from STA 137+80.96 to STA 151+35.04 within the resurfacing area. Patch limits are approximate and shown to determine patch type rather than width limits. Trench patches shall be performed in accordance with SDD 5.2.4 and the City Standard Specs. Any additional trench patch width outside of what is shown on plans shall be incidental to the trench patch bid items.

The Contractor shall complete the trench patch once the section of sanitary main and structures installation is completed between STA 137+80.96 to STA 147+60.00 and STA 147+60.00 to STA 151+35.04. This work will require 2 mobilizations, incidental to the trench patch bid item.

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 and storm lateral shall have a minimum of two (2) electronic

markers with the City providing the Contractor with the required number of electronic markers, one at the wye and one at the edge of right of way. All bends or change in horizontal alignment of laterals shall have a marker ball placed above it. 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. For storm laterals, which only include the installation of the structure at the junction with the main, no marker ball shall be placed. For storm laterals, which include pipe installation, a marker ball shall be placed above the connection point and/or edge of right of way.

BID ITEM 50503 – ADJUST INLET

ADJUST INLET shall include replacement of any/all damaged castings incidental to the bid item.

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.

ULO-1 was completed under a separate contract. No compensation for ULO-1 is included in this contract.

Four (4) undistributed ULOs are included in this contract to be used at the discretion of the construction engineer.

BID ITEM 90001 – TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – DRIVEWAYS AND CURB RAMPS

DESCRIPTION

This bid item shall be used if the Contractor completes installation of the lower layer of asphalt pavement for roadways but does not complete installation of the upper layer of asphalt pavement.

Work under this item shall include all labor, materials, and incidentals necessary to install, maintain, remove, and dispose temporary asphalt pavement for the purpose of protecting and creating a smooth and traversable transition (wedging) between the lower layer of asphalt pavement for roadways and the exposed edges of existing adjacent driveway openings, curb ramps, butt joints, or where directed by the Engineer.

Installation shall be completed per Section 402.2 of the Standard Specifications and shall consist of cleaning and tacking the entire surface area to be wedged and placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of exposed edge and to a minimum width of one (1) foot for each one-half (1/2) inch of adjusted vertical height, or as directed by the Engineer.

Removal shall consist of wedge cut grinding the entire width of temporary asphalt pavement surface installed over the lower layer of asphalt pavement per section 403.2 of the Standard Specifications. The edge of gutter end of the finished wedge cut shall match the depth of the

proposed upper layer of asphalt pavement with a minimum two (2) inches below the edge of existing concrete gutter. The center-line of-street edge of the wedge cut shall be cut a maximum of one-eighth (1/8) inch. The Contractor shall take all necessary precautions to only remove the temporary layer of asphalt pavement. The Contractor shall be responsible for replacing any areas of the lower layer of asphalt pavement that do not meet the minimum depth requirements as shown on the plans at the Contractor's expense.

METHOD OF MEASUREMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - DRIVEWAYS AND CURB RAMPS shall be measured by linear foot, acceptably completed.

BASIS OF PAYMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - DRIVEWAYS AND CURB RAMPS, as measured above, will be paid at the contract unit price which is full compensation set forth in the description.

BID ITEM 90002 – TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES

DESCRIPTION

This bid item shall be used if the Contractor completes installation of the lower layer of asphalt pavement for roadways but does not complete installation of the upper layer of asphalt pavement prior to shutting down for the winter season.

Work under this item shall include all labor, materials, and incidentals necessary to install, maintain, remove, and dispose temporary asphalt pavement for the purpose of protecting and creating a smooth and traversable transition (wedging) between the lower layer of asphalt pavement for roadways and the exposed edges of existing adjacent structure castings, or where directed by the Engineer.

Installation shall be completed per Section 402.2 of the Standard Specifications and shall consist of cleaning and tacking the entire surface area to be wedged and placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of exposed edge and to a minimum width of one (1) foot for each one-half (1/2) inch of adjusted vertical height, or as directed by the Engineer.

Removal shall consist of wedge cut grinding the entire width of temporary asphalt pavement surface installed over the lower layer of asphalt pavement per section 403.2 of the Standard Specifications. The edge of gutter end of the finished wedge cut shall match the depth of the proposed upper layer of asphalt pavement with a minimum two (2) inches below the edge of existing concrete gutter. The center-line of-street edge of the wedge cut shall be cut a maximum of one-eighth (1/8) inch. The Contractor shall take all necessary precautions to only remove the temporary layer of asphalt pavement. The Contractor shall be responsible for replacing any areas of the lower layer of asphalt pavement that do not meet the minimum depth requirements as shown on the plans at the Contractor's expense.

The Contractor may choose to remove the entire existing asphalt pavement around structure castings where grinding is not completed and replace it with an asphalt mixture placed and compacted in maximum three (3) inch lifts. The Contractor shall vertically cut the limits of area to be patched, mechanically compact the existing base course and tack the bottom and vertical edges before backfilling. All costs for the alternate to grinding around castings shall be considered incidental to this item.

METHOD OF MEASUREMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES shall be measured by the square yard, acceptably completed.

BASIS OF PAYMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES, as measured above, will be paid at the contract unit price which is full compensation set forth in the description.

BID ITEM 90003 – TEMPORARY BUS STOP PAD

DESCRIPTION

This special provision describes furnishing, maintaining, and removing temporary pavement for Temporary Bus Stop Pad.

The contractor shall install a temporary bus stop pad on westbound Troy Drive east of School Road. The center of the temporary bus stop pad shall be placed at least 57 feet east of School Road from the east crosswalk line, between the traffic sign and driveway upon (frontage of 3701 School Road). The temporary bus pad shall be 3” concrete over 2” crushed aggregate base course gradation no. 2, cold patch is not acceptable. The dimensions of the temporary bus stop pads shall be 10’ by the width of the terrace (front of sidewalk to back of curb).

This item also includes the removal of the Temporary Bus Stop Pad once a switch in traffic control phasing no longer requires use of temporary pads, and when it is not expected to require use in any future traffic control phasing. Once the Temporary Bus Stop Pad is removed, the terrace shall be restored with topsoil, seed and erosion matting. Terrace restoration is included with this item.

CONSTRUCTION

Construct temporary bus stop pads 10 feet long by the width of the terrace that meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADDAG).

Temporary bus stop signs and poles will be furnished and installed by City of Madison Metro.

METHOD OF MEASUREMENT

Temporary Bus Stop Pad shall be measured as Each acceptably installed, maintained, and removed in a single location.

BASIS OF PAYMENT

Temporary Bus Pads, 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 the temporary surface material; for reconstruction or relaying the temporary surface material; and for furnishing all labors, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90030 – FORCE MAIN CONNECT

DESCRIPTION

Work under this item shall include locating the existing 10” cast iron force main, owned and operated by the City of Madison, as it enters the right of way from the easement recorded in DOC 3654205. The Contractor shall cut the existing sanitary force main and connect the force main to SAS #20 with any fittings required, as called out in the plan set. The elevation in which the force main is to connect to SAS#20 was determined by ULO-1, however, an addition Sanitary Tap (BID ITEM# 50791) is included in the proposal for making the connection. Any and all pipe & fittings required to install the FORCE MAIN CONNECT shall be incidental to this bid item. All pipe and fittings used in installation of FORCE MAIN CONNECT shall conform to AWWA C9000 DR18 or equivalent (AWWA C905 fittings).

METHOD OF MEASUREMENT

FORCE MAIN CONNECT shall be measured by lump sum.

BASIS OF PAYMENT

FORCE MAIN CONNECT shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

BID ITEM 90031– HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 650 gpm bypass being required based on the existing 15” sewer main running at approximately 30% capacity. It should be noted that the 15” diameter sewer main running west to SAS 4926-002 at Lerdahl Road has 2 City lift stations connected which could result in intermittent flow depending if both lift stations are operating at the same time. The Westport lift station, 42 Knutson Drive, is a 200 gpm lift station and Veith Lift Station, 4100 Veith Ave., is a 400 gpm lift station. The installation of the 15” main and structures from SAS#1 to SAS#3 will require bypass of both force mains. Installation of 15” main and structures from SAS#3 to SAS#9/SAS#20 will require bypass of the Veith Lift Station flows until reaching the Veith 10” diameter force main connection at SAS #20 (STA 127+66.45 RT 29.38), west of Lerdahl Road, is made. After the connection of the Veith lift station, at SAS#20, there will not be flow to bypass for installation of SAS#10 to SAS#14.

If the Contractor would like to implement use of tanker trucks at the lift stations, this may be an option at the Contractor's expense. Contractor will need coordinate with MMSD for access to lift stations (MMSD Contact Erik Rehr, (608)709-1833, erikr@madsewer.org).

METHOD OF MEASUREMENT

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum.

BASIS OF PAYMENT

HEAVY WASTEWATER CONTROL measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

BID ITEM 90032 – 15 INCH DIAMETER SANITARY SEWER OUTSIDE DROP

DESCRIPTION

Work under this item shall include installation of a 15” diameter sanitary sewer outside drop in conjunction with the installation of sanitary sewer access structures as detailed in the Standard Detail Drawing S.D.D. 5.7.2. All work shall be completed in conformance with Article 507.3(d) of the City of Madison Standard Specifications for Public Works Construction- Latest Edition except the vertical pipe being installed with the drop shall be 15” diameter.

METHOD OF MEASUREMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be measured by vertical feet measured from the invert of the entry tee to the springline of the outgoing sewer main

BASIS OF PAYMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

BID ITEM 90033 – MODIFIED – UTILITY TRENCH PATCH TYPE III

Work under this item shall include installation of a UTILITY TRENCH PATCH TYPE III as detailed in the Standard Detail Drawing S.D.D. 5.2.4 with the exception that a 2” asphalt layer be placed above the basecourse rather than matching existing. All work shall be completed in conformance with Article 502.1(f) of the City of Madison Standard Specifications for Public Works Construction- Latest Edition except the asphalt thickness shall be 2” and not match existing thickness. The trench patch shall be installed over the sanitary sewer trench along Green Avenue/Troy Drive from approximately Sauthoff Road to Harper Drive within the pulverize and shape area. Patch limits are approximate and shown to determine patch type rather than width limits.

The Contractor shall complete the MODIFIED – UTILITY TRENCH PATCH TYPE III once the section of sanitary main and structures installation is completed between STA 132+10.00 to STA 137+80.96;

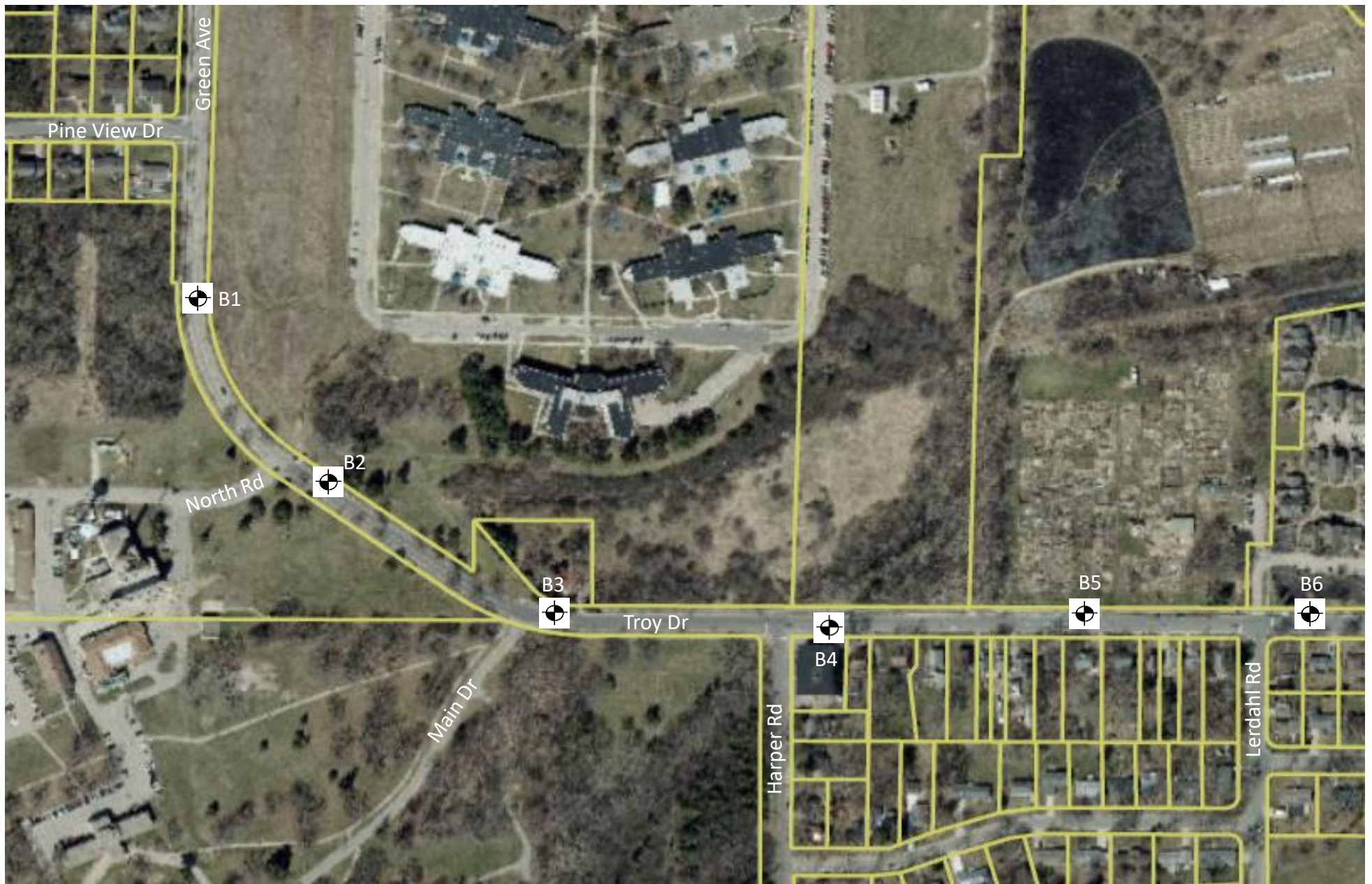
STA 126+00.00 to STA 132+10; and STA 122+00.00 to STA 126+00.00. This work will require 3 mobilizations, incidental to the MODIFIED – UTILITY TRENCH PATCH TYPE III bid item.

METHOD OF MEASUREMENT

MODIFIED – UTILITY TRENCH PATCH TYPE III shall be measured in accordance with 502.2(j) Utility Trench patches. Utility trench patches shall be measured by length in feet, measured along the centerline of the trench as measured at the road surface.

BASIS OF PAYMENT

MODIFIED – UTILITY TRENCH PATCH TYPE III shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.



Legend

 Denotes Boring Location



Notes

1. Soil borings performed by ADC in May 2025
2. Boring locations are approximate

Scale: Reduced

Date: 5/2025
Job No. C25051-6



Soil Boring Location Map
Troy Dr and Green Ave
Madison, WI



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Green: 310'S of Pine View, 12'E of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 932±
 Job No. C25051-6
 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
					0					
1		2	M	4	4	6 in. Asphalt Pavement/9 in. Base Course				
					5	FILL: Loose to Very Loose Brown Sand and Gravel with Silt				
2		8	M/W	5	5	Medium Stiff, Brown Sandy Lean CLAY (CL)	(0.6)			
3		10	M	42	10	Weathered to Competent, Light Brown to White Sandstone Bedrock				
4		12	M	19	15					
5		1	M	50/3"	15					
					20	End of Boring at 15 ft				
					25	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 10 Mins.
 Depth to Water _____
 Depth to Cave in _____ 11.8'

GENERAL NOTES

Start 5/9/25 End 5/9/25
 Driller ADC Chief LD Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Troy: 135'SE of North Rd., 12'NE of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 933±
 Job No. C25051-6
 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
					0	6 in. Asphalt Pavement/9 in. Base Course				
1		4	M	11	11	FILL: Medium Dense Brown Sandy Gravel with Silt				
2		6	M	7	17	Stiff, Brown Lean CLAY, Some Sand (CL)				
3		10	M	9	27	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		12	M	18	30	Weathered to Competent, Light Brown to White Sandstone Bedrock				
5		6	M	70/10"	36					
6		2	M	50/3"	42	End of Boring at 20 ft				
7		2	M	50/3"	44					
8		1	M	50/2"	46	Backfilled with Bentonite Chips and Asphalt Patch				
					48					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ 10 Mins. Depth to Water _____ Depth to Cave in _____ 15.4'	Start <u>5/9/25</u> End <u>5/9/25</u> Driller <u>ADC</u> Chief <u>LD</u> Rig <u>CME-55</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Troy: 95'E of Main, 14'N of Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 908±
 Job No. C25051-6
 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
					0	6 in. Asphalt Pavement/8.5 in. Base Course				
1		6	M	15	15	FILL: Medium Dense to Loose Brown Sand with Silt and Gravel				
2		8	M	6	6					
3		10	M	12	12	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		8	M	22	22					
5		12	M	30	30					
6		12	M	45	45					
					15	End of Boring at 15 ft				
					20	Backfilled with Bentonite Chips and Asphalt Patch				
					25					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>10 Mins.</u> Depth to Water _____ Depth to Cave in _____ <u>11.9'</u>	Start <u>5/9/25</u> End <u>5/9/25</u> Driller <u>ADC</u> Chief <u>LD</u> Rig <u>CME-55</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Troy: 75'E of Harper, 16'S of Centerline
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 893±
 Job No. C25051-6
 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
					0	6 in. Asphalt Pavement/9 in. Base Course				
1		10	M	8	8	FILL: Loose Dark Gray Silt, with Sand and Gravel				
					5	Medium Stiff, Brown Lean CLAY (CL)				
2		14	M	2	2	(0.75)				
					5	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3		6	M	5	5					
4		10	M	9	9					
					10					
5		8	M	23	23					
					15	Weathered to Competent, Light Brown to White Sandstone Bedrock				
6		8	M	61/10"	61/10"	End of Boring at 15 ft				
					15	Backfilled with Bentonite Chips and Asphalt Patch				
					20					
					25					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 10 Mins.
 Depth to Water _____
 Depth to Cave in _____ 11.8'

GENERAL NOTES

Start 5/9/25 End 5/9/25
 Driller ADC Chief LD Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Troy: 395'W of Lerdahl, 12'N of Centerline
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 891±
 Job No. C25051-6
 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
					0	4.5 in. Asphalt Pavement/9 in. Base Course				
1		6	M	6	6	FILL: Loose Gray Silt with Sand				
2		12	M	3	12	Medium Stiff to Very Soft, Brown Silty CLAY (CL-ML)				
3		12	M/W	4	18	(0.9)				
4		6	M	31	24	Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5		10	M	33	34	(<0.2)				
					10	Large Cobble/Boulder Near 12'				
					15	End of Boring at 15 ft				
					20	Backfilled with Bentonite Chips and Asphalt Patch				
					25					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 10 Mins.
 Depth to Water _____
 Depth to Cave in _____ 10.1'

GENERAL NOTES

Start 5/9/25 End 5/9/25
 Driller ADC Chief LD Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Troy Drive and Green Avenue
Troy: 135'E of Lerdahl, 12'N of Centerline
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 892±
 Job No. C25051-6
 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
					5	5 in. Asphalt Pavement/10 in. Base Course				
1		13	M	8	5	FILL: Loose Brown Sand with Some Gravel and Clay				
2		6	M	8	5	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3		10	M	22	5					
4		0	M	48	5					
5		3	M	28	5					
6		10	M	19	5					
7		10	M	23	5					
8		12	M	55	5					
					20					
					20	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ 15 Mins. Depth to Water _____ Depth to Cave in _____ 13.8'	Start <u>5/9/25</u> End <u>5/9/25</u> Driller <u>ADC</u> Chief <u>LD</u> Rig <u>CME-55</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



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

City-County Building, Room 115
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Madison, Wisconsin 53703
Phone: (608) 266-4751
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Architect

Amy Loewenstein Scanlon, AIA

Principal Engineer 2

Janet Schmidt, P.E.

Principal Engineer 1

Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

September 16, 2025

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8801
TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE 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.

SPECIAL PROVISIONS:

Revise two paragraphs in SECTION 107.7 MAINTENANCE OF TRAFFIC

Temporary Bus Stops and no parking:

Contractor shall be required to post NO PARKING signage for the start date of the full closure, per the list below:

- North side of Troy Drive, adjacent to 3701 School Road

A temporary bus stop pad shall be placed westbound Troy Drive east of School Road for the duration of the project. General concept shall be barrels/traffic control placed 8 feet off north curb line, beginning taper off 3702 Toban Drive and continuing through 3701 School Road and tapering back to School Road, 12-foot travel lanes at all times on Troy Drive with bus stop traffic control.

REMOVE SECOND PARAGRAPH IN BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

This paragraph is not required – Remove – The Contractor shall complete the trench patch once the section of sanitary main and structures installation is completed between STA 137+80.96 to STA 147+60.00 and STA 147+60.00 to STA 151+35.04. This work will require 2 mobilizations, incidental to the trench patch bid item. – Remove

ADD BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV after BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed over the sanitary sewer trench along Troy Drive/Green Avenue from STA 122+00.00 to STA 137+80.96 within the pulverize and shape area. Patch limits are approximate and shown to determine patch type rather than width limits. Trench patches shall be performed in accordance with SDD 5.2.4 and the City Standard Specs. Any additional trench patch width outside of what is shown on plans shall be incidental to the trench patch bid items.

REMOVE THE BID ITEM 90033: MODIFIED – UTILITY TRENCH PATCH TYPE III

PROPOSAL:

Items have been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVSE	20402	CLEARING
REVISE	20407	GRUBBING
ADD	50227	UTILITY TRENCH PATCH TYPE IV
REVISE	40202	HMA PAVEMENT 4 LT 58-28
ADD	40301	FULL WIDTH GRINDING
REMOVE	90033	MODIFIED – UTILITY TRENCH PATCH TYPE III

PLANS:

Sheets U1-U6: Updated trench patch call off.

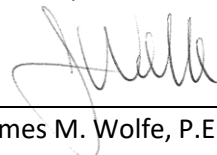
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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,



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

RFP:ajz



Madison, Wisconsin

CITY OF MADISON

CITY ENGINEERING DIVISION

DEPARTMENT OF PUBLIC WORKS

PLAN OF PROPOSED IMPROVEMENT

TROY DRIVE/GREEN AVENUE SANITARY SEWER

WITH RESURFACING

(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024)

CITY PROJECT NO. 14782

CONTRACT NO. 8801

PROJECT LOCATION

INDEX OF SHEETS

SHEET NO. D1-D3	TYPICAL SECTIONS & DETAILS
SHEET NO. EC1-EC5	EROSION CONTROL PLANS
SHEET NO. P1-P10	STREET PLAN & PROFILES
SHEET NO. U1-U8	UTILITY PLAN & PROFILES
SHEET NO. U9	SANITARY SEWER SCHEDULE
SHEET NO. U10	STORM SEWER SCHEDULE
SHEET NO. PM1-PM11	PAVEMENT MARKING PLANS
SHEET NO. X1-X20	CROSS SECTIONS
SHEET NO. MN1	MAINTENANCE PLAN (CITY USE ONLY)

PLOT SCALE: 1 IN:1 FT_XREF
PLOT NAME: ---

REV. DATE: 8/18/2025 10:55 AM

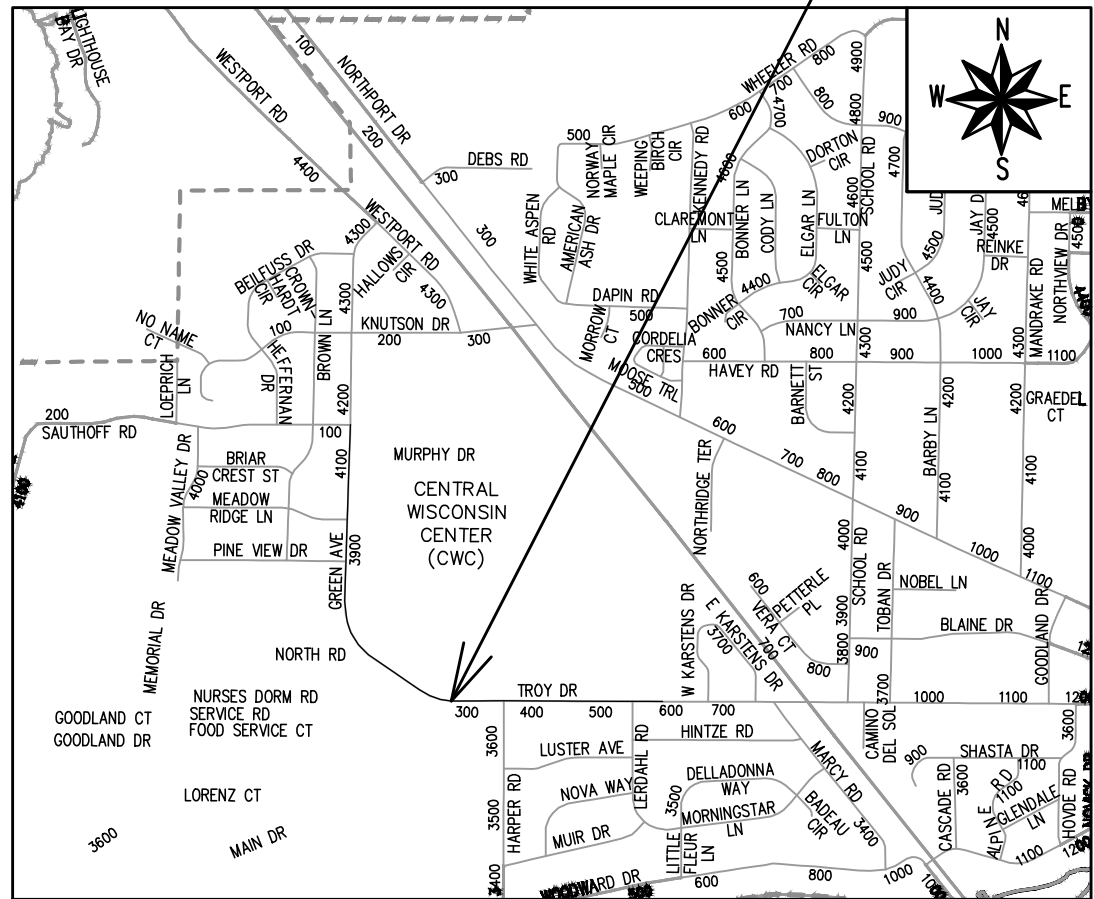
ORIGINATOR: CITY_OF_MADISON

CONVENTIONAL SIGNS

FIELD VERIFY ALL UTILITY LOCATIONS

GAS	— G —
STORM SEWER	— ST —
SANITARY SEWER	— SN —
WATER	— W —
BURIED ELECTRIC	— E —
OVERHEAD ELECTRIC	— OH —
POWER POLE	□
ADA COMPLIANT RAMP W/ DETECTABLE WARNING FIELD	▣
COMBUSTIBLE FLUIDS	☀

ADDENDUM 1 - 09-15-2025:
UPDATED SHEETS U1 - U6



EARTH WORK SUMMARY:
 EXCAVATION CUT (MEASURED PLAN QUANTITY) = 0 C.Y.
 ESTIMATED UNDISTRIBUTED UNDERCUT = 2,300 C.Y.
 TOTAL UNCLASSIFIED EXCAVATION CUT = 2,300 C.Y.

PUBLIC IMPROVEMENT PROJECT APPROVED

MAY 6, 2025

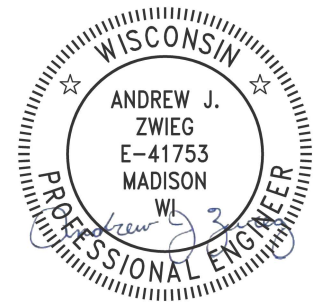
BY THE COMMON COUNCIL OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN APPROVED BY:

Christoph Petzahn 09/02/2025

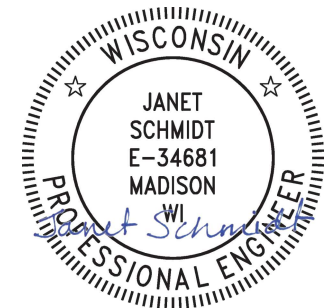
City Engineer Date

STREET DESIGNED BY:



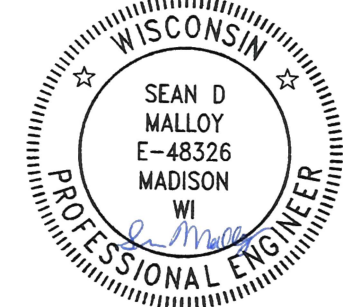
09/02/2025

STORM SEWER DESIGNED BY:



09/02/2025

PAVEMENT MARKING DESIGNED BY:

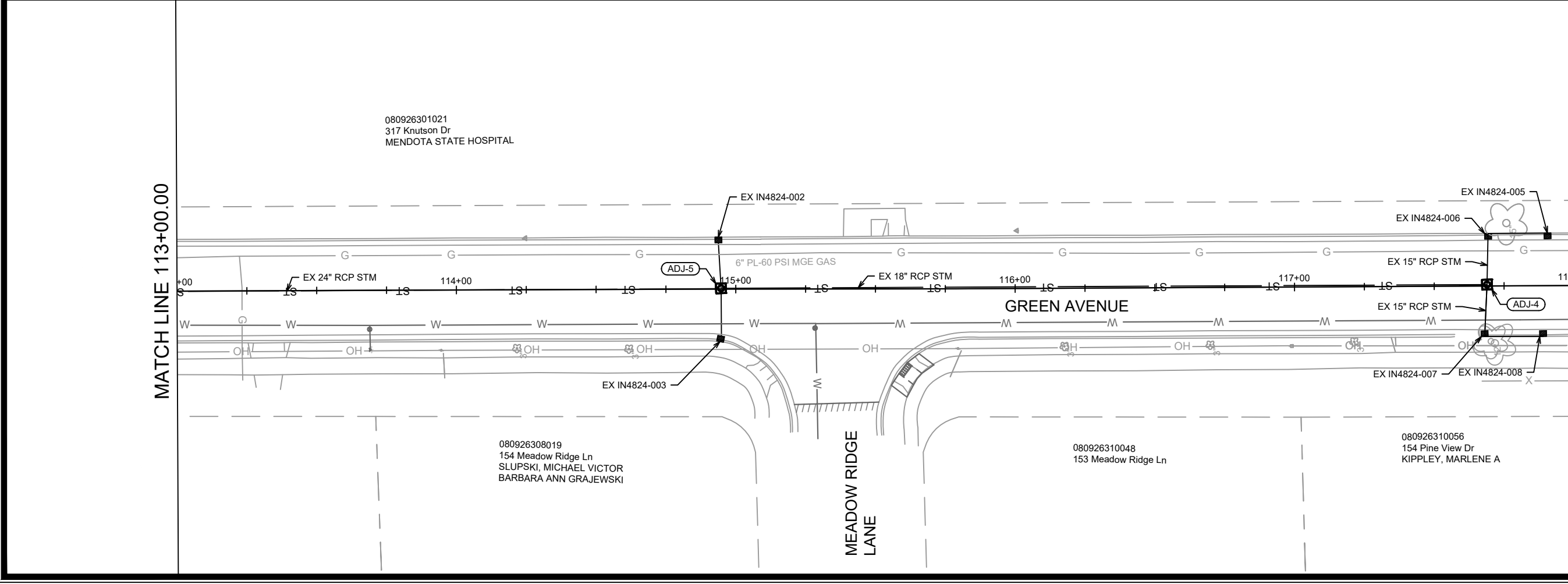
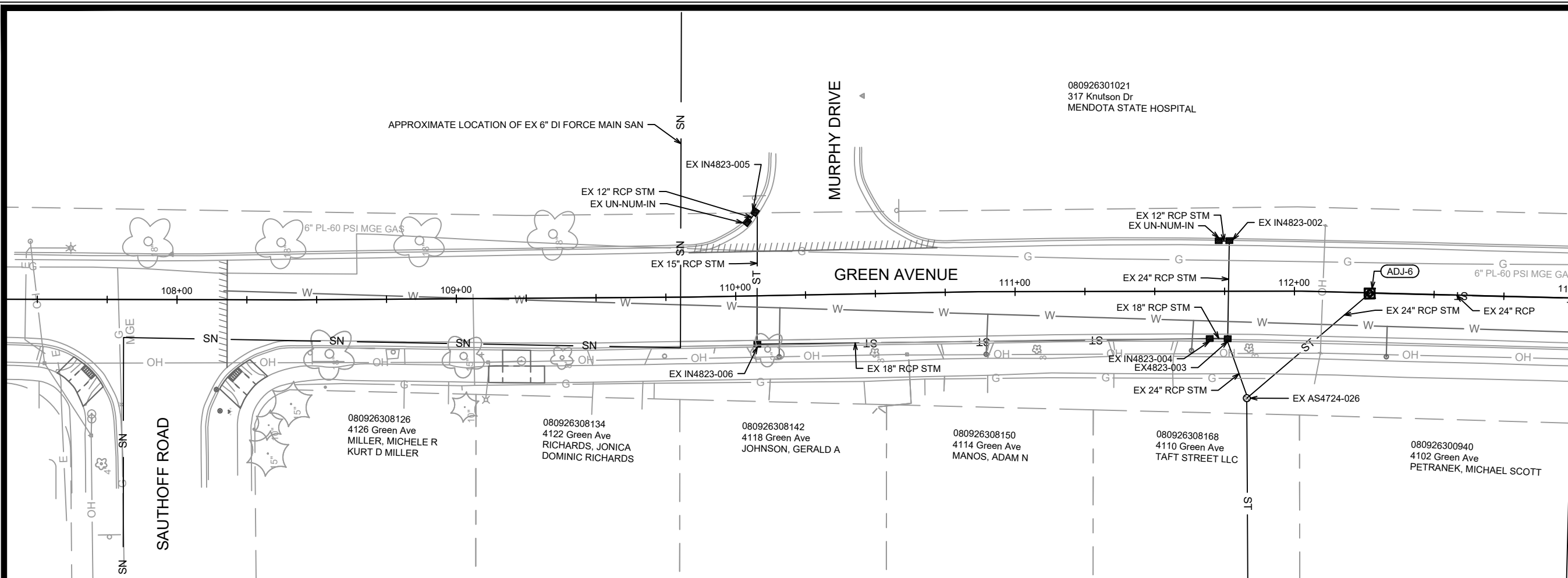


09/02/2025

SANITARY SEWER DESIGNED BY:



09/02/2025



MARK	REVISION	DATE	BY
DESIGNED BY: TAC	DESIGNED BY: TAC	9/15/2024	TAC
DATE	DATE	9/15/2025	10:28 AM
SCALE	SCALE	1" = 40'	U-1

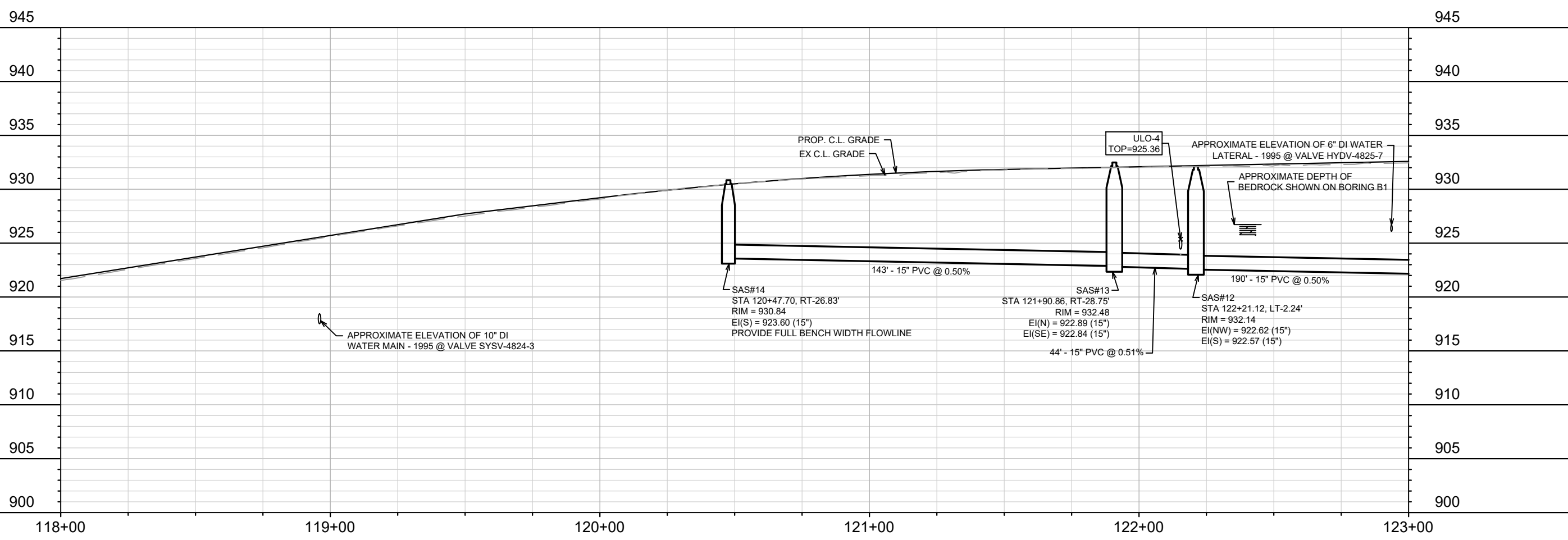
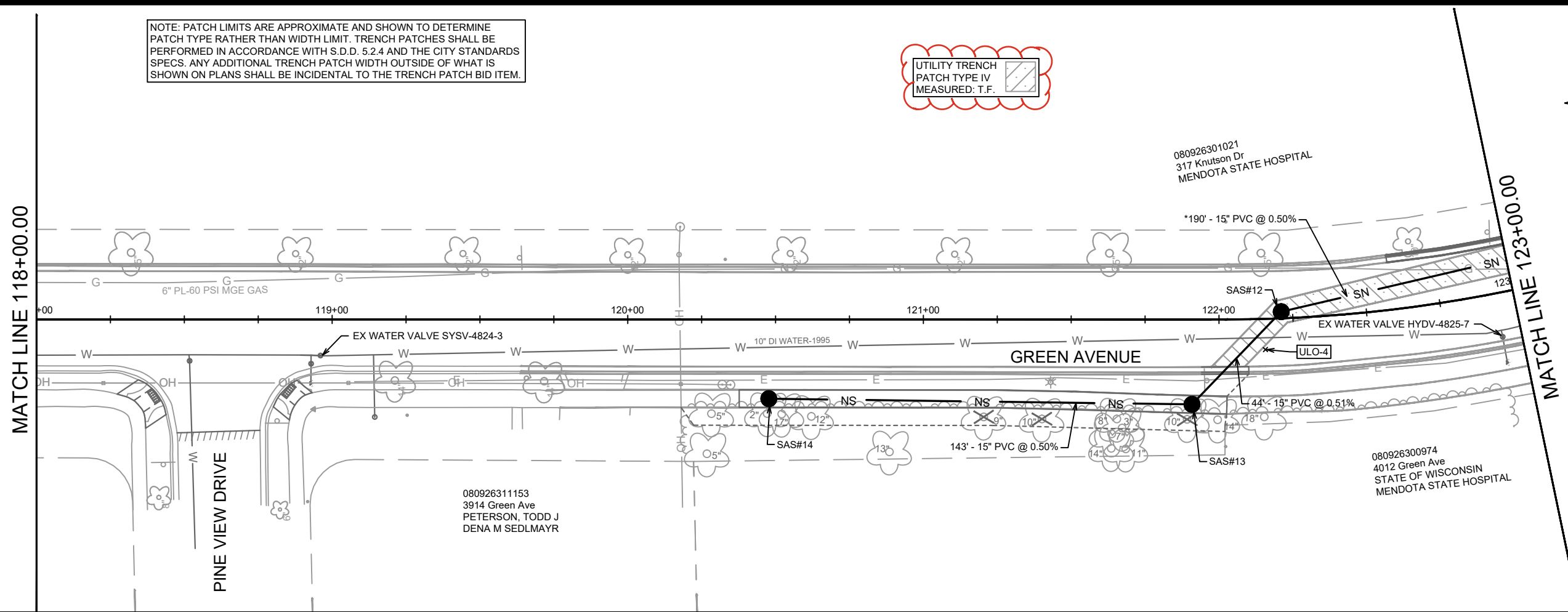
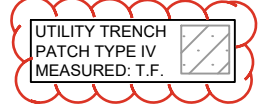
14782
MADISON, WI
CONTRACT NO.: 8801

GREEN AVENUE UTILITY PLAN
TROY DRIVE AND GREEN AVENUE RESURFACING

14782
U-1

M:\DESIGN\Projects\14782\CAD\Servers\14782SWR-PipeNetwork.dwg

NOTE: PATCH LIMITS ARE APPROXIMATE AND SHOWN TO DETERMINE PATCH TYPE RATHER THAN WIDTH LIMIT. TRENCH PATCHES SHALL BE PERFORMED IN ACCORDANCE WITH S.D.D. 5.2.4 AND THE CITY STANDARDS SPECS. ANY ADDITIONAL TRENCH PATCH WIDTH OUTSIDE OF WHAT IS SHOWN ON PLANS SHALL BE INCIDENTAL TO THE TRENCH PATCH BID ITEM.



MARK	REVISION	DATE	BY
TRENCH PATCH UPDATE		9/15/2025	TAC
DESIGNED BY	TAC	DATE	9/15/2025 10:28 AM
SCALE	1" = 40'		
PROJECT NO.	14782		
CONTRACT NO.	8801		
U-2			

14782
MADISON, WI
GREEN AVENUE UTILITY PLAN & PROFILE
TROY DRIVE AND GREEN AVENUE RESURFACING
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14782
U-2

NOTE: ALL FORCE MAIN PLAN LOCATION AND PROFILE DEPTHS ARE APPROXIMATED FROM 1934 SCROLL PLAN. PROJECT ID B000346

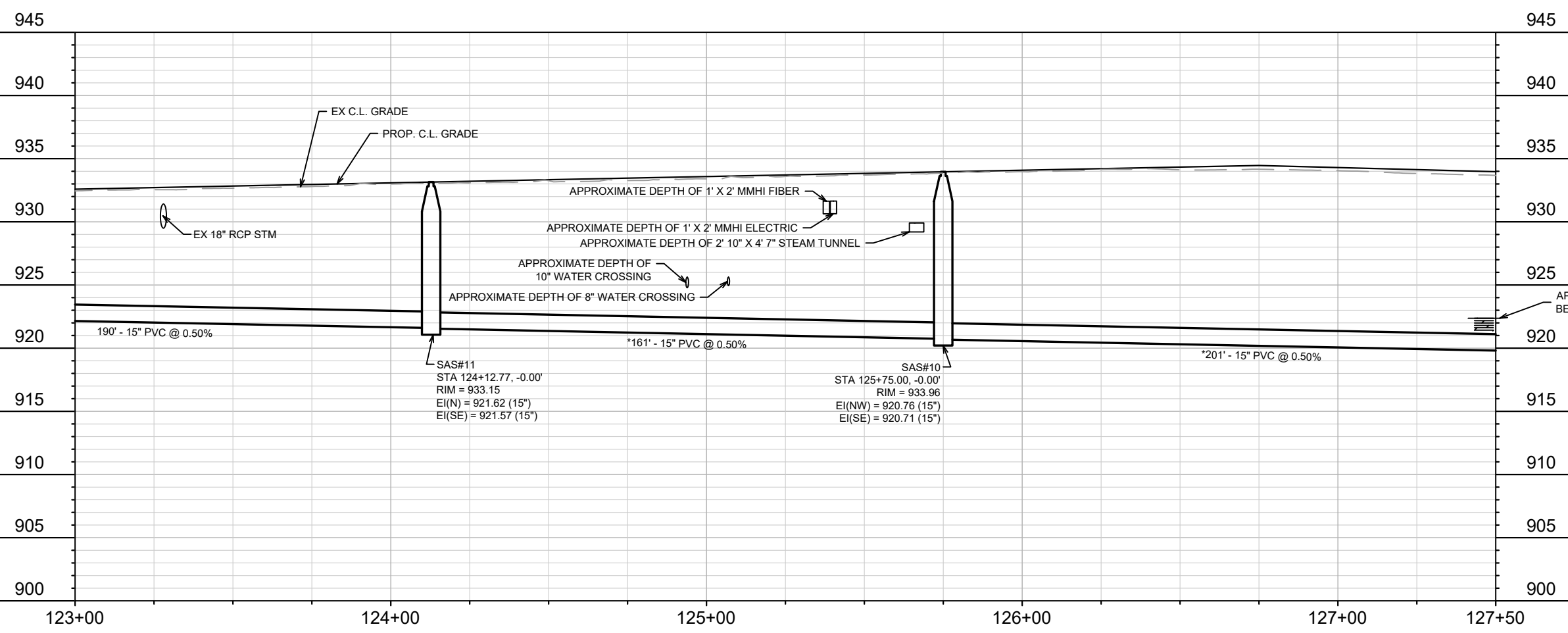
UTILITY TRENCH
PATCH TYPE IV
MEASURED: T.F.

MATCH LINE 123+00.00

MATCH LINE 127+50.00

NOTE: PATCH LIMITS ARE APPROXIMATE AND SHOWN TO DETERMINE PATCH TYPE RATHER THAN WIDTH LIMIT. TRENCH PATCHES SHALL BE PERFORMED IN ACCORDANCE WITH S.D.D. 5.2.4 AND THE CITY STANDARDS SPECS. ANY ADDITIONAL TRENCH PATCH WIDTH OUTSIDE OF WHAT IS SHOWN ON PLANS SHALL BE INCIDENTAL TO THE TRENCH PATCH BID ITEM.

*MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26



MARK	REVISION	DATE	BY
TRENCH PATCH UPDATE	9/15/2025	TAC	U-3
Designed By: TAC	Date: 9/15/2025	10:29 AM	Scale: 1" = 40'
14782			

14782
MADISON, WI
8801
CONTRACT NO:

GREEN AVENUE-TROY DRIVE UTILITY PLAN & PROFILE
TROY DRIVE AND GREEN AVENUE RESURFACING
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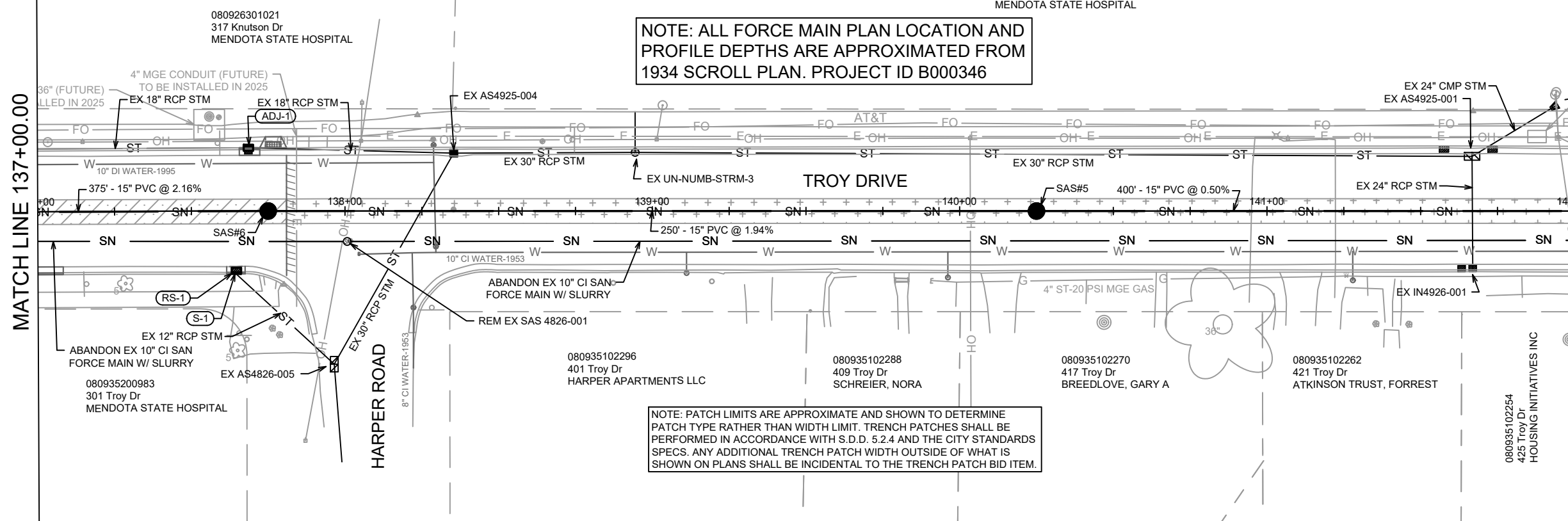
14782
U-3

MATCH LINE 137+00.00

MATCH LINE 142+00.00



NOTE: ALL FORCE MAIN PLAN LOCATION AND PROFILE DEPTHS ARE APPROXIMATED FROM 1934 SCROLL PLAN. PROJECT ID B000346



NOTE: PATCH LIMITS ARE APPROXIMATE AND SHOWN TO DETERMINE PATCH TYPE RATHER THAN WIDTH LIMIT. TRENCH PATCHES SHALL BE PERFORMED IN ACCORDANCE WITH S.D.D. 5.2.4 AND THE CITY STANDARDS SPECS. ANY ADDITIONAL TRENCH PATCH WIDTH OUTSIDE OF WHAT IS SHOWN ON PLANS SHALL BE INCIDENTAL TO THE TRENCH PATCH BID ITEM.

910

910

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890

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885

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880

875

875

870

870

865

865

137+00

138+00

139+00

140+00

141+00

142+00

TROY DRIVE UTILITY PLAN & PROFILE
 TROY DRIVE AND GREEN AVENUE RESURFACING



14782
 U-6

MARK	REVISION	DATE	BY
TRENCH PATCH UPDATE		9/15/2025	TAC
DESIGNED BY	TAC	DATE	9/15/2025 10:28 AM
SCALE	1" = 40'		
CONTRACT NO.	8801		
PROJECT NO.	14782		
PROJECT NAME	MADISON, WI		
PROJECT ADDRESS	14782		
PROJECT CITY	MADISON, WI		
PROJECT STATE	WI		
PROJECT ZIP	53706		
PROJECT COUNTY	DANE		
PROJECT DISTRICT	U-6		

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SECTION E: BIDDERS ACKNOWLEDGEMENT

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

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 - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand and 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 Biltz
SIGNATURE

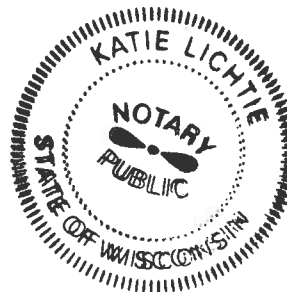
Vice President
TITLE, IF ANY

Sworn and subscribed to before me this
17 day of September, 2025.

Douglas
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-06-27

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



Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

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

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

Small Business Enterprise Compliance Report

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

Cover Sheet

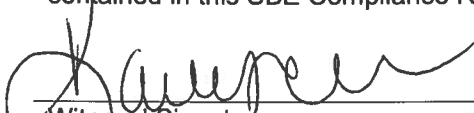
Prime Bidder Information

Company: Speedway Sand and Gravel Inc.
Address: 8500 Greenway Blvd Suite 202
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Dustin Bittner / Vice President


Prime Bidder Certification

I, Dustin Bittner, Vice President of
Name Title
Speedway Sand and 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.



Witness Signature



Bidder's Signature

09/18/2025

Date

TROY DRIVE GREEN AVENUE SANITARY SEWER WITH RESURFACING

CONTRACT NO. 8801

DATE: 9/18/2025

Item	Quantity	Price	Extension
Speedway Sand & Gravel, Inc.			
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$9,125.00	\$9,125.00
10713 - TEMPORARY CROSSWALK ACCESS (UNDISTRIBUTED) - EACH	2.00	\$515.00	\$1,030.00
10721 - TRAFFIC CONTROL SIGNS - PORTABLE CHANGEABLE MESSAGE - DAYS	550.00	\$39.00	\$21,450.00
10730 - PROJECT INFORMATION SIGN - EACH	2.00	\$300.00	\$600.00
10750 - RESET MONUMENT - EACH	1.00	\$2,350.00	\$2,350.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	3.00	\$510.00	\$1,530.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	20.00	\$0.01	\$0.20
10802 - ROOT CUTTING - SIDEWALK - L.F.	20.00	\$0.01	\$0.20
10912 - MOBILIZATION - L.S.	1.00	\$229,700.00	\$229,700.00
20101 - EXCAVATION CUT - C.Y.	2300.00	\$21.20	\$48,760.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) S.Y.	2800.00	\$1.50	\$4,200.00
20217 - CLEAR STONE - TON	972.50	\$10.00	\$9,725.00
20219 - BREAKER RUN - TON	2000.00	\$8.55	\$17,100.00
20221 - TOPSOIL - S.Y.	1000.00	\$5.00	\$5,000.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	600.00	\$0.01	\$6.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	4.00	\$675.00	\$2,700.00
20313 - REMOVE INLET - EACH	1.00	\$600.00	\$600.00
20314 - REMOVE PIPE (SANITARY) - L.F.	185.00	\$47.00	\$8,695.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	921.00	\$3.70	\$3,407.70
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	4300.00	\$2.10	\$9,030.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	55.90	\$341.00	\$19,061.90
20336 - PIPE PLUG (SANITARY) (UNDISTRIBUTED) - EACH	4.00	\$340.00	\$1,360.00
20402 - CLEARING - STA	3.50	\$50.00	\$175.00
20407 - GRUBBING - STA	3.50	\$50.00	\$175.00
20701 - TERRACE SEEDING - S.Y.	1000.00	\$1.50	\$1,500.00
21002 - EROSION CONTROL INSPECTION - EACH	3.00	\$333.00	\$999.00
21011 - CONSTRUCTION ENTRANCE - EACH	4.00	\$100.00	\$400.00
21012 - STREET CONSTRUCTION STONE BERM - EACH	4.00	\$100.00	\$400.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$6,375.00	\$6,375.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	29.00	\$120.00	\$3,480.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	275.00	\$6.00	\$1,650.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	275.00	\$1.00	\$275.00
21031 - INLET PROTECTION TYPE B - EACH	4.00	\$75.00	\$300.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	28.00	\$250.00	\$7,000.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	28.00	\$25.00	\$700.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	28.00	\$25.00	\$700.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1000.00	\$2.00	\$2,000.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	900.00	\$32.60	\$29,340.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	21.00	\$38.10	\$800.10

TROY DRIVE GREEN AVENUE SANITARY SEWER WITH RESURFACING

CONTRACT NO. 8801

DATE: 9/18/2025

**Speedway
Sand &
Gravel, Inc.**

Item	Quantity	Price	Extension
30208 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	50.00	\$34.60	\$1,730.00
30212 - SIDEWALK CURB - L.F.	14.50	\$60.00	\$870.00
30301 - 5-INCH CONCRETE SIDEWALK - S.F.	2600.00	\$9.65	\$25,090.00
30302 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	1700.00	\$10.80	\$18,360.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	110.00	\$61.00	\$6,710.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	700.00	\$22.15	\$15,505.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	1700.00	\$69.00	\$117,300.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	2100.00	\$71.55	\$150,255.00
40218 - TACK COAT - GAL	670.00	\$3.00	\$2,010.00
40301 - FULL WIDTH GRINDING - S.Y.	5700.00	\$2.25	\$12,825.00
40311 - PULVERIZE AND SHAPE - S.Y.	11120.00	\$5.00	\$55,600.00
50201 - ROCK EXCAVATION - C.Y.	714.00	\$1.00	\$714.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	3279.00	\$0.01	\$32.79
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	1378.00	\$59.10	\$81,439.80
50227 - UTILITY TRENCH PATCH TYPE IV - T.F.	1777.00	\$6.50	\$11,550.50
50301 - 8 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	44.00	\$141.85	\$6,241.40
50304 - 15 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	3121.00	\$219.75	\$685,839.75
50353 - SANITARY SEWER LATERAL - L.F.	109.00	\$127.40	\$13,886.60
50356 - RECONNECT - EACH	5.00	\$2,052.00	\$10,260.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$1,500.00	\$1,500.00
50371 - LATERAL BACKFLOW PREVENTOR - EACH	1.00	\$1,500.00	\$1,500.00
50390 - SEWER ELECTRONIC MARKERS (SANITARY)(UNDISTRIBUTED) - EACH	11.00	\$45.00	\$495.00
50461 - 12 INCH RCP AE - EACH	1.00	\$2,005.00	\$2,005.00
50501 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$945.00	\$2,835.00
50503 - ADJUST INLET - EACH	3.00	\$726.00	\$2,178.00
50601 - 12 INCH RCP AE GATE - EACH	1.00	\$741.00	\$741.00
50701 - 4' DIA SANITARY SAS - EACH	14.00	\$6,288.00	\$88,032.00
50702 - 5' DIA SANITARY SAS - EACH	1.00	\$12,273.00	\$12,273.00
50741 - TYPE H INLET - EACH	1.00	\$4,220.00	\$4,220.00
50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	1.49	\$1,280.00	\$1,907.20
50782 - 10 INCH SANITARY SEWER OUTSIDE DROP - V.F.	7.57	\$1,183.00	\$8,955.31
50791 - SANITARY SEWER TAP - EACH	4.00	\$1,050.00	\$4,200.00
50801 - UTILITY LINE OPENING (ULO) UNDISTRIBUTED - EACH	5.00	\$835.00	\$4,175.00
60800 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1800.00	\$2.25	\$4,050.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	4700.00	\$1.75	\$8,225.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1000.00	\$8.00	\$8,000.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	200.00	\$15.00	\$3,000.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	12.00	\$225.00	\$2,700.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE- EACH - EACH	7.00	\$175.00	\$1,225.00
70104 - ADJUST WATER VALVE BOX - EACH	13.00	\$225.00	\$2,925.00
90001 - TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - DRIVEWAYS AND CURB RAMPS - L.F.	780.00	\$2.50	\$1,950.00

TROY DRIVE GREEN AVENUE SANITARY SEWER WITH RESURFACING

CONTRACT NO. 8801

DATE: 9/18/2025

**Speedway
Sand &
Gravel, Inc.**

Item	Quantity	Price	Extension
90002 - TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - ACCESS STRUCTURES - EACH	10.00	\$150.00	\$1,500.00
90003 - TEMPORARY BUS STOP PAD - EACH	1.00	\$3,400.00	\$3,400.00
90030 - FORCE MAIN CONNECT - L.S.	1.00	\$8,110.00	\$8,110.00
90031 - HEAVY WASTEWATER CONTROL - L.S.	1.00	\$26,140.00	\$26,140.00
90032 - 15 INCH SANITARY SEWER OUTSIDE DROP - V.F.	3.17	\$2,020.00	\$6,403.40
85 Items	Totals		\$1,880,564.85



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. Zwieg, 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: [Signature]
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

[Signature]
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

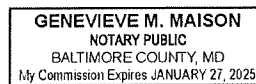
By: *Dawn E. Brown*
Secretary

**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, depose 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.



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 7th day of November in the year Two Thousand and 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 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:

**Troy Drive Green Avenue Sanitary Sewer with Resurfacing Knutson Drive and Green Avenue
Assessment District - 2024
CONTRACT NO. 8801**

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 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 (\$1,880,564.85) 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 ensure 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 affirmation 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 or 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 Wisc. 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.

CITY OF MADISON

 11/07/2025
Satya Rhodes-Conway, Mayor Date

 11/04/2025
Lydia A. McComas, City Clerk Date

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

 11/5/2025
David P Schmiedicke, Finance Director Date

Approved as to form:

 11/6/2025
for Michael Haas, City Attorney Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES 25-00557, ID No. 90215, adopted by the Common Council of the City of Madison on Oct. 28, 2025.

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 _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **(\$1,880,564.85)** 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:

**Troy Drive Green Avenue Sanitary Sewer with Resurfacing Knutson Drive and Green Avenue Assessment District - 2024
CONTRACT NO. 8801**

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 effort.

Signed and sealed this 29th day of October, 2025

Countersigned:

Speedway Sand & Gravel, Inc.

Company Name (Principal)

[Signature]
Witness

v. [Signature] Seal NA
President

[Signature]
Secretary

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 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 29, 2025
Date

[Signature]
Agent Signature Nicole Stillings

The foregoing Bond has been approved as to form:

11/6/2025

Date


for 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 Christopher Nolan, 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 **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, 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 18th day of April, A.D. 2025.



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

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, 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
Notary Public
My Commission Expire January 27, 2029



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 29th day of October, 2025.



MJ Pethick

Mary Jean Pethick
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:

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