

\$3,782,568.84

BID OF Capitol Underground, Inc.

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment District -
2026. (District 15)

CONTRACT NO. 8813

PROJECT NO. 15820

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON May 19, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

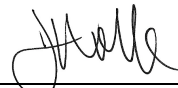
**ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE
ASSESSMENT DISTRICT - 2026
CONTRACT NO. 8813**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: 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:	ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE ASSESSMENT DISTRICT - 2026
CONTRACT NO.:	8813
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	4/16; See Pre Bid Meeting info below.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	04/16/26
BID SUBMISSION (2:00 P.M.)	04/23/26
BID OPEN (2:30 P.M.)	04/23/26
PUBLISHED IN WSJ	04/09/26 & 04/16/26

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 - 2026 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 (Certification required, See Section III & provide a minimum of 3 references)
- 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, \$1,500,000 to \$10,000,000
- 426 General Building Construction, over \$10,000,000
- 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

State of Wisconsin Certifications (continued)

- 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.
- 9 Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 Other:

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

ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE ASSESSMENT DISTRICT - 2026 CONTRACT NO. 8813

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 \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacement of sanitary sewer main and laterals; replacement of water main and reconnection of water services; replacement of storm sewer main, structures, and laterals; excavation; base preparation; installation of curb and gutter; driveway aprons; sidewalk spot repairs; asphalt pavement; pavement marking; and signing.

The reconstruction limits for Elmside Boulevard extend from Oakridge Avenue to Atwood Avenue, covering approximately 1,700 feet. On Sommers Avenue, the project limits run from Miller Avenue to Elmside Boulevard, for a total length of about 350 feet. For Center Avenue, the reconstruction extends from Miller Avenue to Maple Street, with an approximate length of 300 feet.

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

The City Project Manager has coordinated the proposed work with City Forestry regarding existing trees within the right-of-way. Work may proceed per plan, following all tree-damage and root-cutting specifications.

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

There is a chance of finding human remains or archaeological materials during this project due to close proximity of known cultural sites.

NOTE: Any place where human remains are buried are considered burial sites, subject to the State's Burial Site Preservation law, Wis. Stat. § 157.70. Burial Sites are protected under this law. The Contractor shall be responsible for compliance with the requirements of this Statute should human

remains be discovered, and solely liable for the payments of penalties or fines imposed by any state or local agency, and for any violation of any state, or local law or regulation arising as a result of the Contractor's performance. The Contractor, or their agent, shall be fully conversant with Wis. Stat. § 157.70 and shall be expected to act in full conformance with that statute.

If any human remains or archaeological materials are found, or unusual soils encountered during the project, all ground disturbing construction activities must cease and contact the Wisconsin Historical Society,

SHPO:

WHS General Compliance: compliance@wisconsinhistory.org

Felipe Avila (608) 264-6013 felipe.avila@wisconsinhistory.org

The project is located adjacent to Circle Park, and work will occur within park boundaries. The Contractor shall not enter or use the park for staging, storage of materials, equipment, or vehicles at any time during the project, except within the designated slope intercept limits. The Contractor must obtain a Temporary Land Use Permit (TLUP) from the Parks Department prior to performing any work within the park: <https://elam.cityofmadison.com/CitizenAccess/Default.aspx>. Additional guidance for installing fencing in the park to protect both the work zone and park users is included in the specifications under Bid Item 21303 – Construction Fence (Plastic).

Existing Items to Remain

The contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those indicated on the plan to be removed, shall be modified 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.

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 may 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 & underground), MGE Gas (underground), and MGE Electric (overhead) have facilities within the project limits.

AT&T has overhead facilities on MGE utility poles within the project limits and conflicts are not anticipated.

There is one location (Atwood Avenue/Elmside Boulevard) where proposed water main is crossing an existing communication duct package. The water main plans call off a ULO at that location. If potential conflicts require relocation, AT&T will adjust their facility in that location. AT&T would like to coordinate with the Contractor on the exact location, the estimated time to complete this work is 1-3 days. Contact Garrett Barth, gb1789@att.com at AT&T a minimum of seven (7) calendar days in advance to coordinate the work.

There is one location (Atwood Avenue/Elmside Boulevard) where the proposed sanitary sewer main is crossing an existing communication duct package, requiring coordination during construction to support AT&T cables and infrastructure. The sewer main plans call off a ULO at that location. Coordination will be required between the street Contractor and the AT&T Contractor during construction to support the duct package. AT&T's Contractor will need 1-3 days' notice of when street Contractor will expose this existing duct package, so AT&T can break clay duct off the cable(s) to properly support. At completion of street contractors' work at this perpendicular crossing, AT&T's Contractor will need to return to site to protect said cables with split duct. This will require the same communication and coordination between the street contractor and the AT&T Contractor. Contact Garrett Barth, gb1789@att.com at AT&T a minimum of seven (7) calendar days in advance to coordinate the work.

Charter has overhead facilities on MGE utility poles within the project limits. One utility pole requires relocation along Elmside Boulevard at STA 202+35 RT. Once MGE sets the new pole, Charter will need to transfer its facilities to the new pole. The Contractor shall contact Sean P O'Conner, sean.p.oconnor@charter.com to coordinate the work that may be required under this contract.

MGE electric has overhead facilities and utility poles within the project limits. 1 pole requires relocation along Elmside Boulevard at STA 202+35 RT. MGE plans to relocate the pole ahead or during construction. The Contractor shall contact Matt Colvin, matt.colvin@mge.com to coordinate the work that may be required under this contract.

MGE gas is planning to abandon a portion of their existing gas main install 2-inch PE pipe, with 4-inch PE at the crossings of Atwood Avenue and Elmside Boulevard and Oakridge Avenue and Elmside Boulevard within the project limits. All existing services in the project limits will be replaced with new 1-inch PE services. Most of this work is planned to be completed in advance of the City construction contract, though some work may overlap with the City's project. The work is expected to take 6 weeks to complete.

The 4-inch crossing at Atwood Avenue and Elmside Boulevard will require coordination with the Contractor. MGE will need to cross the existing storm sewer and set the new main deep enough to accommodate the proposed storm sewer. The crossing is likely to be completed via open trench during construction. The Contractor shall contact Matt Colvin, matt.colvin@mge.com to coordinate the work that may be required under this contract.

The Metropolitan Unified Fiber Network (MUFN) – City of Madison, WIN, Supranet owns a communication cable and conduit within the Atwood Avenue right-of-way. This facility is located near the curb and gutter along the north side of Atwood Avenue. Communication cables within the conduit are utilized by Police Department, Fire Department, Water Utility, Traffic Engineering traffic signals and cameras, Olbrich Gardens, Park Department, Madison School District, UW Health, Dane County, and South Central Library System. The Contractor shall use caution around this conduit as to not disturb the communication cables. Work to protect this conduit shall follow Part I of the City of Madison Standard Specifications. Conflicts are not anticipated.

SECTION 107.18 & 107.22 TEMPORARY CROSSWALK ACCESS & TEMPORARY SIDEWALK ACCESS

Temporary Crosswalk Access and Temporary Sidewalk Access shall be used to maintain pedestrian and sidewalk access for the intersection of Atwood Avenue and Elmside Boulevard and pedestrian access points to Circle Park. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

Temporary Crosswalk Access shall be used to maintain pedestrian access for the intersection of Atwood Avenue and Elmside Boulevard. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit by email an acceptable Traffic Control Plan to Lukas Collins, lcollins@cityofmadison.com City Traffic Engineering prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Contractor shall fabricate 2.5' x 4' project information signs to be installed on type III barricade. The project information sign and barricade assembly shall be placed, at the start of construction, at the north end and south end of Elmside Boulevard and at the east end and west end of Center Avenue. Refer to the project plans for the sign details.

A sidewalk shall be maintained at all times at a minimum of one side of a street, and both sides of the street when possible. When sidewalk must be closed for construction purposes, contractor shall ensure that the sidewalk on the opposite side of the street is open. Sidewalk closures shall be signed at the crosswalk in advance of 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. Work and cost to maintain sidewalk is considered incidental to the contract.

The bid item "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 and for any required flagging personal and associated equipment. Maintaining traffic control shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, electronic flashing arrow boards, 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. The traffic control plan may require modifications as conditions change in the field or as unexpected conditions occur including relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Contractor shall inspect traffic control at the beginning of working hours and at the end of working hours to ensure all traffic control remains in place and conforms to the approved traffic control plan during the project.

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

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 608-266-4681, one (1) working day prior to placement of the plates.

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

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved traffic control plan.

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.

Emergency vehicle access shall be maintained to all properties at all times from at least one end of each block.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses 48 hours before any work is done that would obstruct their driveways.

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 City of Madison Parking Utility (608-266-4761) at least three (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 following link:

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

Obtaining and installing no parking signs shall be considered incidental to the traffic control lump sum bid item.

Elmside Boulevard, Sommers Avenue, and Center Avenue – Closures

Sommers Avenue (Miller Ave to Elmside Boulevard), Center Avenue (Miller Avenue to Maple Avenue) and Elmside Boulevard (Atwood Avenue to Oakridge Avenue) shall be closed to through traffic at the project limits for the duration of the project with access to local driveways being maintained at all times from at least one end of each block except during closures to facilitate utility installation, concrete work, and asphalt paving. This includes local residents, school bus routes, mail delivery, garbage/recycling

pickup and emergency vehicles. Notice shall be given to the residents in accordance with the Standard Specifications before any work is done that would obstruct their driveways. Contractor shall not fully close two adjacent intersections simultaneously. Maintain local traffic across intersections except when active work is taking place.

Oakridge Avenue Traffic Control

Sanitary Sewer work on Elmside Boulevard at Oakridge Avenue

The Contractor shall always maintain full access on Oakridge Avenue for all lanes except during active work at the intersection. Contractor is allowed five (5) calendar days to flag traffic around work zone for the sanitary sewer work. During non-working hours, contractor shall open both directions of traffic utilizing the Trench Patch Type III bid item.

Water Main work on Atwood Avenue at Elmside Boulevard

The Contractor shall always maintain full access on Oakridge Avenue for all lanes except during active work at the intersection. Contractor is allowed five (5) calendar days to flag traffic around work zone for the water main work. During non-working hours, contractor shall open both directions of traffic utilizing the Trench Patch Type III bid item.

Final Pavement Work on Oakridge Avenue

The Contractor shall always maintain full access on Oakridge Avenue for all lanes except during active work at the intersection. Contractor is allowed three (3) calendar days of one (1) lane of traffic in each direction. Traffic lanes may vary depending on location of milling, pavement, and pavement marking operation work.

Atwood Avenue Traffic Control

Sanitary Sewer work across Atwood Avenue at Elmside Boulevard

The Contractor shall always maintain full access on Atwood Avenue for all lanes except during active work at the intersection or concrete pavement curing. Contractor is allowed five (5) calendar days of one (1) lane of traffic in each direction. Traffic lanes may vary depending on location of sanitary sewer work. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available during off-peak hours. Contractor shall restore a portion as a Type III trench patch within the pavement reconstruction area and use temporary asphalt pavement as a patch until the Type II trench patch can be installed.

Water Main work on Atwood Avenue at Elmside Boulevard

The Contractor shall always maintain full access on Atwood Avenue for all lanes except during active work at the intersection or concrete pavement curing. Contractor is allowed three (3) calendar days of one (1) lane of traffic in each direction. Traffic lanes may vary depending on location of water main work. Contractor shall restore a portion as a Type III trench patch within the pavement reconstruction area and use temporary asphalt pavement as a patch until the Type II trench patch can be installed.

Storm Sewer work on Atwood Avenue at Elmside Boulevard

The Contractor shall always maintain full access on Atwood Avenue for all lanes except during active work at the intersection or concrete pavement curing. Contractor is allowed five (5) calendar days of one (1) lane of traffic in each direction. Contractor shall restore as a Type III trench patch.

Raised Pedestrian Crossing & Pavement Reconstruction on Atwood Avenue at Elmside Boulevard

The Contractor shall always maintain full access on Atwood Avenue for all lanes except during active work at the intersection or concrete pavement curing. Contractor is allowed fifteen (15) calendar days of one (1) lane of traffic in each direction.

Type II Trench Patch on Atwood Avenue

The Contractor shall maintain full access on Atwood Avenue for all lanes at all times except during working day lane closures. Contractor is allowed ten (10) calendar days of one (1) lane of traffic in each direction. Traffic lanes may vary depending on location of patch work.

Final Pavement Work and Pavement Markings on Atwood Avenue

The Contractor shall maintain full access on Atwood Avenue for all lanes at all times except during working day lane closures. Contractor is allowed three (3) calendar days of one (1) lane of traffic in each direction. Traffic lanes may vary depending on location of milling, pavement, and pavement marking operation work.

Elmside Boulevard/Center Avenue/Atwood Avenue – Message Boards

Contractor shall place portable changeable message boards at least seven (7) calendar days in advance of the start of work on Elmside Boulevard, Center Avenue, and Atwood Avenue notifying the public of the start of construction. Contractor to place one message board on Elmside Boulevard at Atwood Avenue facing southbound traffic. Message boards shall read:

“ROAD
WORK
BEGINS

Day of Week

Month/Date”

NOTIFICATION WHEN CLOSING STREET

Notify Lukas Collins, lcollins@cityofmadison.com when portable changeable message boards are placed to coordinate news release and existing sign removal. The Contractor shall not remove traffic signs. The removal of existing traffic signs and assemblies within and adjacent to the project location is to be completed by others (Traffic Engineering). Furnishing and installation of permanent traffic control signs and assemblies or relocation of existing signs and assemblies within and adjacent to the project location is to be completed by others (Traffic Engineering). If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

OPENING OF SECTION OF STREET TO TRAFFIC

The contractor shall notify Lukas Collins, lcollins@cityofmadison.com completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) 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.

Contact Lukas Collins, City of Madison Traffic Engineering Division, lcollins@cityofmadison.com, 261-9625 with any questions concerning these traffic control specifications.

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 under this contract shall be completed within **ONE HUNDRED THIRTY-FIVE (135) CALENDAR DAYS or by November 20, 2026, whichever is sooner.**

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

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. 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.

BID ITEM 20401 – CLEARING (UNDISTRIBUTED)

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

BID ITEM 20406 – GRUBBING (UNDISTRIBUTED)

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

BID ITEM 20219 – BREAKER RUN

The Contractor shall assume that 15% of Elmside Boulevard (Oakridge Avenue – Atwood Avenue), Sommers Avenue (Miller Avenue – Elmside Boulevard), and Center Avenue (Miller Avenue – Maple Avenue) will have to be undercut 1 foot and that material will be wasted for the street excavation. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Reinforcement Fabric in the undercut areas, as directed by the Construction Engineer, which will be paid under the appropriate bid item(s).

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.

There are five (5) extra PIPE PLUGs included in this contract for use as directed by the Construction Engineer.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 21302 – CONSTRUCTION FENCE (PLASTIC) (UNDISTRIBUTED)

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer. It should be used when the contractor is performing storm sewer and sidewalk work within the park to help separate and protect park users from the active construction zone.

BID ITEM 30208 – HAND FORMED CONCRETE CURB AND GUTTER (TREE LOCATIONS)

Specific tree locations, as identified in plans, shall require a minimum of 10-foot hand formed curb section along the trunk. The Contractor shall work with City Forestry and the Construction Engineer to determine specific guidelines for hand forming curb and gutter along the trees.

BID ITEM 40231 – ASPHALT DRIVE AND TERRACE (UNDISTRIBUTED)

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

BID ITEM 40301 – FULL WIDTH GRINDING

The contract quantity shall be used on at the intersection of Oakridge Avenue and Elmside Boulevard and Atwood Avenue and Elmside Boulevard.

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 24 feet of new temporary 6-inch PVC SDR-35 main, 1794 feet of new 8-inch PVC SDR-35 main, 1254 feet new 10" PVC SDR-35 main, 1380 feet of new sanitary lateral.

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

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest Edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing

conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

SAS5941-009 is a sanitary structure to be abandoned. This structure's location is near a tree. Call Brad Hoffman with City of Madison Forestry 72 hrs prior to abandoning @ (608)220-6796.

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 523 feet of new 12-inch pipe, 287 feet of new 15-inch pipe, and 222 of new 18-inch pipe, 525 feet of new 21-inch pipe, 26 feet of new 24-inch pipe 80 feet of 27-inch pipe, 387 feet of 36-inch pipe, and 406 feet of new 42-inch pipe.

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

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

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

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

BID ITEM 50224 – UTILITY TRENCH PATCH TYPE II

The trench patch shall be installed on Atwood Avenue at the intersection with Elmside Boulevard. High-strength concrete may be necessary to meet the requirements of the maintenance of traffic section.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed on Oakridge Avenue at the intersection with Elmside Boulevard as well as the Atwood Avenue intersection with Elmside Boulevard.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 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.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Nathan Mendez
608.266.4467
nmendez@madisonwater.org

This project consists of water main improvements on Sommers Ave, from Miller Ave to Elmside Blvd, Elmside Blvd, from Atwood Ave to Oakridge Ave, Center Ave, from Miller Ave to Maple Ave and Willard Ave. Once the new systems have passed testing, reconnect the existing water service laterals to the new water mains.

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

- Furnish and install new 8-inch and 6-inch ductile iron water main and fittings as shown on the plans.
- Reconnect existing services as shown on the plans.
- Relocate existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-in" and "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main and curb boxes on any abandoned services.
- Adjust valve boxes, hydrants, and curb boxes to appropriate grades.
- Test and flush the new water main.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications for Public Works Construction, 2026 Edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-----|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |

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

MONITORING WELLS

Existing monitoring wells within the limits of construction are anticipated to be abandoned by others prior to the start of construction. The Contractor shall be aware that abandoned wells may exist within the alignment of the proposed water main.

The Contractor shall verify the location of abandoned monitoring wells prior to and during construction. If remnants of PVC casing, grout, or other well materials are encountered during excavation, the Contractor shall remove or cut off such materials as necessary to facilitate installation of the water main. Any disturbed portion of an abandoned well shall be re-sealed with approved grout or bentonite in accordance with Wisconsin DNR requirements.

The Contractor shall ensure proper backfill and compaction to provide uniform and stable support for the water main.

No separate payment will be made for work associated with abandoned monitoring wells. All costs shall be considered incidental to the contract.

CONTAMINATED MATERIALS

If contaminated soil, groundwater, or unusual odors are encountered during construction, the Contractor shall immediately stop work in the affected area and notify the Engineer.

Work shall not resume in the affected area until directed by the Engineer.

The Contractor shall take reasonable measures to prevent the spread of contaminated materials during construction.

BID ITEM 70106 – ROCK EXCAVATION (UNDISTRUBUTED)

The work under this item shall be completed in accordance with Article 201 of the Standard Specifications for Public Works Construction Latest Edition. Borings indicated cobbles & boulders. This item is to account for removal of cobbles & boulders should they be encountered.

There are one-hundred (100) extra units of ROCK EXCAVATION included in this contract for use as directed by the Construction Engineer.

BID ITEM 90001 – MODIFIED CONCRETE WATERWAY

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct a monolithic Modified Concrete Waterway as shown on the plans. The work shall result in a continuous, single-placement concrete structure with no unintended cold joints. All work shall be performed per Part III of the City of Madison Standard Specifications.

Modified concrete waterway shall be composed of 8-inch concrete. Reinforcing bars shall be epoxy coated and installed in the Modified Concrete Waterway as shown on the plans. Reinforcement shall be checked and approved by the Construction Engineer before the concrete is placed. Reinforcement shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Modified Concrete Waterway shall be measured by square feet installed and accepted.

BASIS OF PAYMENT

Modified Concrete Waterway, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90002 – TEMPORARY ASPHALT PAVEMENT

DESCRIPTION

This item includes all work, materials, equipment, hauling, and incidentals necessary to place temporary asphalt pavement where required to maintain traffic operations in accordance with these special provisions, as directed by the Construction Engineer. This item shall only be used in locations where it is necessary to maintain on-street vehicle lanes. Pavement required to maintain crosswalks is included under the Temporary Crosswalk Access bid item.

The Contractor shall place temporary asphalt pavement to provide a safe, rideable, and maintainable surface. The pavement structure for the temporary asphalt pavement shall be a minimum of 3 inches of HMA on 6 inches of Gradation 2 Base Course (paid under the appropriate item). The pavement type shall 3 MT 58-28 S HMA pavement, and all work shall be completed in accordance with Part IV of the Standard Specifications.

This item also includes removal of all temporary pavement. Removal of base course and grading shall be considered incidental to the Excavation Cut bid item.

METHOD OF MEASUREMENT

Temporary Asphalt Pavement will be measured by the Square Yard, acceptably installed.

BASIS OF PAYMENT

Temporary Asphalt Pavement shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90030 – 3'x4' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 3'x4' field poured junction structure, providing and installing one (1) casting (R-1550-0054), setting and adjustment of the castings to the grade as called out

in the plan set or as directed in the field. The 3'x4' field poured SAS shall have steel reinforcement and shall be constructed in accordance with Standard Detail Drawing 5.7.3.

METHOD OF MEASUREMENT

3'x4' CAST IN PLACE SAS shall be measured for payment as each unit installed and accepted.

BASIS OF PAYMENT

3'x4' CAST IN PLACE SAS shall be measured as described above, which shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90031 – 3'x5' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 3'x5' field poured junction structure, providing and installing one (1) casting (R-1550-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 3'x5' field poured SAS shall be constructed in accordance with Standard Detail Drawing 5.7.3.

METHOD OF MEASUREMENT

3'x5' CAST IN PLACE SAS shall be measured for payment as each unit installed and accepted.

BASIS OF PAYMENT

3'x5' CAST IN PLACE SAS shall be measured as described above, which shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90032 – 3'x6' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 3'x6' field poured junction structure, providing and installing two (2) castings (R-1550-0054 & R-3067-7004-V(B)), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 3'x6' field poured SAS shall be constructed in accordance with Standard Detail Drawing 5.7.3.

METHOD OF MEASUREMENT

3'x6' CAST IN PLACE SAS shall be measured for payment as each unit installed and accepted.

BASIS OF PAYMENT

3'x6' CAST IN PLACE SAS shall be measured as described above, which shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90033 – 4'x6' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 4'x6' field poured junction structure, providing and installing two (2) castings (R-1550-0054 & R-3067-7004-V(B)), setting and adjustment of the castings to

the grade as called out in the plan set or as directed in the field. The 4'x6' field poured SAS shall be constructed in accordance with Standard Detail Drawing 5.7.3.

STA, OFF given in the schedule is of the center of the structure. The rim elevation noted in the schedule is of the proposed back of curb at the middle of the R-3067-7004-V(B) casting. Top of concrete roof elevation is also given in the note.

METHOD OF MEASUREMENT

4'x6' CAST IN PLACE SAS shall be measured for payment as each unit installed and accepted.

BASIS OF PAYMENT

4'x6' CAST IN PLACE SAS shall be measured as described above, which shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90034 – ABANDON BOX W/ PLUGS

DESCRIPTION

Work under this item includes plugging both ends of the existing 2'x3' box culvert as called out on the plans and in the schedule. The Contractor shall complete bid item REMOVE BOX (BID ITEM# 90035) as directed by the Engineer and plug both ends of the remaining 2'x3' with concrete plugs. This item includes two (2) plugs for each end of the identified box culvert by the plans and schedule.

Service shall be maintained in existing sewers until the replacement sewers or appropriate bypasses approved by the Engineer have been installed, at such time bulkheads or plugs may be placed.

METHOD OF MEASUREMENT

ABANDON BOX W/ PLUGS shall be measured for payment as each set of plugs installed and accepted.

BASIS OF PAYMENT

ABANDON BOX W/ PLUGS shall be measured as described above, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90035 – REMOVE BOX (UNDISTRIBUTED)

DESCRIPTION

Work under this item includes removal of the 2'x3' existing RCP box culvert. The Contractor shall end the removal with a saw cut of the existing 2'x3' existing box culvert and plug the remaining end(s)(paid for as bid item ABANDON BOX W/ PLUGS, BID ITEM# 90034) as directed by the Engineer. If the Contractor, for their convenience, decides to remove additional pipe, the additional removal shall not be given consideration for additional compensation.

There are fifty-two (52) feet of extra REMOVE BOX included in this contract for use as directed by the Construction Engineer.

METHOD OF MEASUREMENT

REMOVE BOX (UNDISTRIBUTED) shall be measured by the linear foot for pipe removed.

BASIS OF PAYMENT

REMOVE BOX (UNDISTRIBUTED) shall be measured as described above, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90036 – REMOVE SANITARY CLEANOUT

DESCRIPTION

Work under this item includes removal of the sanitary cleanout as shown on the plan set. All work shall be completed in accordance with Article 203.2(a) Removing Structures of the City of Madison Standard Specifications for Public Works Construction- Latest Edition.

METHOD OF MEASUREMENT

REMOVE SANITARY CLEANOUT shall be measured for payment as each completed unit.

BASIS OF PAYMENT

REMOVE SANITARY CLEANOUT shall be paid according to the unit price bid, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.



Legend

☩ Denotes boring location

Notes

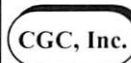
1. Soil borings performed by ADC in January 2026
2. Boring locations are approximate



Scale: Reduced

Job No.
C25051-25

Date:
1/2026



SOIL BORING LOCATION MAP
Elmside Boulevard Area
Madison, Wisconsin



LOG OF TEST BORING

Project Elmside Boulevard
Elmside: 90'N of Sommers, 25'W of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 877±
 Job No. C25051-25
 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
1	█	12	M	67*	5 in. Asphalt Pavement FILL: Brown Sand Mixed with Silt, Gravel and Clay to 3' Stiff Dark Brown Clay with Traces Sand and Gravel to 5'					
2	█	10	M	7	Stiff, Brown Lean CLAY (CL)	(1.25)				
3	█	12	M	9	Becoming Sandy and Soft Near 9'	(1.5)				
4	█	10	M	5	Loose to Very Loose, Brown Fine SAND, Some Silt and Clay, Trace Gravel (SM/SC)	(0.4)				
5	█	10	M	6	Very Loose to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	█	6	M	4	End of Boring at 18.9 ft Due to Spoon Refusal on Presumed Boulder/Possible Bedrock					
7	█	12	M	4	Backfilled with Bentonite Chips and Asphalt Patch					
8	█	4	M	50/5"	*Sample 1 Frozen					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ **10 Min.**
 Depth to Water _____
 Depth to Cave in _____ **16.6'**

GENERAL NOTES

Start 1/27/26 End 1/27/26
 Driller ADC Chief KD Rig CME-55
 Logger LD/DB 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 Elmside Boulevard
Elmside: 80'S of Sommers, 25'E of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 878±
 Job No. C25051-25
 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	LOI				
					5	5 in. Asphalt Pavement/6 in. Base Course									
1		10	M	6*		FILL: Loose Dark Brown Silt with Sand and Clay									
2		6	M	13		Very Stiff, Brown Lean CLAY (CL)					(3.75)				
3		6	M	14		Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)									
4		10	M	55/ 11"		Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Numerous Cobbles and Boulders (SM)									
5		4	M	50/5"											
6		10	M	44		Dense Near 14'									
					15	End of Boring at 15 ft									
						Backfilled with Bentonite Chips and Asphalt Patch									
						*Sample 1 Partially Frozen									
					20										
					25										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>10 Min.</u> Depth to Water _____ Depth to Cave in _____ <u>11.2'</u>	Start <u>1/21/26</u> End <u>1/21/26</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>LD</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 Elmside Boulevard
Elmside: 75'N of Willard, 25'W of Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 876±
 Job No. C25051-25
 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	LOI
					5	X					
1		12	M	39*	5						
2		12	M	15	5		(1.75)				
3		10	M	12	5						
4		10	M	37	10						
5		4	M	26	10						
6		6	M	35	15						
					15						
					20						
					25						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>10 Min.</u> Depth to Water _____ Depth to Cave in _____ <u>11.3'</u>	Start <u>1/27/26</u> End <u>1/27/26</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>LD/DB</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 Elmside Boulevard
Elmside: 115'S of Willard, 25'E of Centerline
 Location Madison, WI

Boring No. **4**
 Surface Elevation (ft) 879±
 Job No. C25051-25
 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/5 in. Base Course				
1		12	M	8*		FILL: Loose Dark Brown Silt with Sand and Clay				
2		10	M	14		(2.75)				
3		6	M	8						
4		10	M	15						
5		12	M	13						
6		12	M	17						
End of Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										
*Sample 1 Partially Frozen										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ 10 Min. Depth to Water _____ Depth to Cave in _____ 12'	Start <u>1/21/26</u> End <u>1/21/26</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>LD</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 Elmside Boulevard
Sommers: 125'E of Miller, 10'S of Centerline
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 879±
 Job No. C25051-25
 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 in. Asphalt Pavement/6 in. Base Course				
1		12	M	11*	11	FILL: Dark Brown Silt with Sand and Clay				
2		8	M	13	13	Very Stiff, Brown Lean CLAY (CL)				
3		10	M	8	13	(3.5)				
4		12	M	17	17	Loose to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5		6	M	82/ 10"	17					
6		12	M	20	20					
End of Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										
*Sample 1 Partially Frozen										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>10 Min.</u> Depth to Water _____ Depth to Cave in _____ <u>10.7'</u>	Start <u>1/21/26</u> End <u>1/21/26</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>LD</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 Elmside Boulevard
 Center: 110'W of Elmside, 8'N of Centerline
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 877±
 Job No. C25051-25
 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/6 in. Concrete				
1		10	M	30*	1	Stiff, Brown Lean CLAY (CL)				
2		10	M	7	5	(1.75)				
3		10	M	18	10	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		8	M	31	15					
5		2	M	43	20					
6		8	M	30	25					
					15	End of Boring at 15 ft				
					20	Backfilled with Bentonite Chips and Asphalt Patch				
					25	*Sample 1 Frozen				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>10 Min.</u> Depth to Water _____ Depth to Cave in _____ <u>11.4'</u>	Start <u>1/27/26</u> End <u>1/27/26</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>LD/DB</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 Elmside Boulevard
 Center: 95'E of Maple, 8'N of Centerline
 Location Madison, WI

Boring No. 7
 Surface Elevation (ft) 887±
 Job No. C25051-25
 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
					4 in. Asphalt Pavement/6 in. Base Course					
1		12	M	10*	Stiff, Brown Lean CLAY (CL; Possible Fill to 2')	(1.25)				
2		12	M	11		(1.5)				
3		6	M	19	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Numerous Cobbles and Boulders (SM)					
4		12	M	18						
5		12	M	23						
6		12	M	30						
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
					*Sample 1 Partially Frozen					

WATER LEVEL OBSERVATIONS	
While Drilling <input checked="" type="checkbox"/> NW	Upon Completion of Drilling _____
Time After Drilling _____	<u>10 Min.</u>
Depth to Water _____	▼ _____
Depth to Cave in _____	<u>11.3'</u>

GENERAL NOTES	
Start <u>1/21/26</u>	End <u>1/21/26</u>
Driller <u>ADC</u> Chief <u>KD</u>	Rig <u>CME-55</u>
Logger <u>LD</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
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
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

April 21, 2026

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8813
ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE ASSESSMENT DISTRICT – 2026**

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

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.

PROPOSAL:

A item name has been revised in the proposal, the item number is correct in the original proposal. See Bid Express.

Action	Bid Item	Description
REVISE (name)	21302	CONSTRUCTION FENCE (PLASTIC)

Sincerely,

Andrew Zwieg for:

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

To request interpretation, translation or a disability-related accommodation at no cost to you, contact the Engineering Division, (608) 266-4751, or email engineer@cityofmadison.com.

Para solicitar interpretación, traducción o una adaptación especial relacionada con alguna discapacidad sin costo alguno para usted, comuníquese al (608) 266-4751 o al correo engineer@cityofmadison.com.

如需免費提供口譯、筆譯或殘疾相關的便利服務，請聯系 (608) 266-4751 或 engineer@cityofmadison.com.

Koj muaj txoj cai tau txais kev txhais lus, kev pes lus los sis kev pab cuam txhawm rau kev tsis taus uas tsis muaj nqi rau koj: Xav paub ntxiv tiv tauj rau (608) 266-4751 los sis engineer@cityofmadison.com.

JMW:ajz

SECTION E: BIDDERS ACKNOWLEDGEMENT

**ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE
ASSESSMENT DISTRICT - 2026**

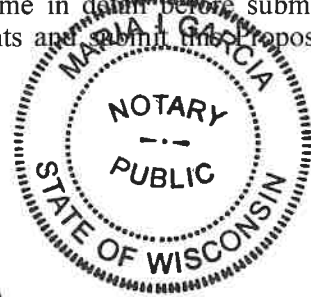
CONTRACT NO. 8813

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.

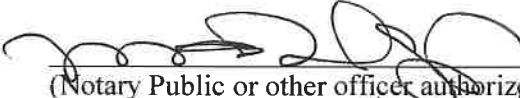
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2026 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 to the Contract Nos. 1 through 1 issued thereto, 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 CAPITOL UNDERGROUND, 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 SUN PRAIRIE State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

P.M.
TITLE, IF ANY



Sworn and subscribed to before me this 23rd day of April, 2020.


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 2/3/29

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

**CONTRACT NO. 8813
ELMSIDE BOULEVARD, SOMMERS AVENUE, AND CENTER AVENUE
ASSESSMENT DISTRICT - 2026**

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:	Capitol Underground, Inc.
Address:	782 Lois Dr., Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Jim Lee/P.M.

Prime Bidder Certification

Name:	Jim Lee
Title:	P.M.
Company:	Capitol Underground, Inc.

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



Witness' Signature



Bidder's Signature

04/23/26

Date

Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment District - 2026

CONTRACT NO. 8813
DATE: 4/23/2026

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$29,330.20	\$29,330.20
10713 - TEMPORARY CROSSWALK ACCESS - EACH	12.00	\$1,200.00	\$14,400.00
10714 - TEMPORARY SIDEWALK ACCESS - EACH	12.00	\$480.00	\$5,760.00
10720 - TRAFFIC CONTROL SIGNS - PORTABLE ARROW BOARD - DAYS	90.00	\$35.00	\$3,150.00
10721 - TRAFFIC CONTROL SIGNS - PORTABLE CHANGEABLE MESSAGE - DAYS	21.00	\$99.00	\$2,079.00
10730 - PROJECT INFORMATION SIGN - EACH	2.00	\$250.00	\$500.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	5.00	\$720.00	\$3,600.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	100.00	\$7.20	\$720.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	100.00	\$7.20	\$720.00
10911 - MOBILIZATION - L.S.	1.00	\$289,654.20	\$289,654.20
20101 - EXCAVATION CUT - C.Y.	4500.00	\$35.84	\$161,280.00
20110 - TERRACE EXCAVATION FOR TREE PLANTING - C.Y.	300.00	\$26.00	\$7,800.00
20130 - UNDERDRAIN - L.F.	1960.00	\$15.85	\$31,066.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) S.Y.	1000.00	\$1.39	\$1,390.00
20141 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	1000.00	\$3.07	\$3,070.00
20217 - CLEAR STONE - TON	1200.00	\$7.07	\$8,484.00
20219 - BREAKER RUN - TON	800.00	\$11.49	\$9,192.00
20221 - TOPSOIL - S.Y.	4000.00	\$5.00	\$20,000.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	100.00	\$5.00	\$500.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	220.00	\$2.50	\$550.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	26.00	\$590.03	\$15,340.78
20313 - REMOVE INLET - EACH	22.00	\$496.60	\$10,925.20
20314 - REMOVE PIPE - L.F.	754.00	\$32.05	\$24,165.70
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	2400.00	\$1.00	\$2,400.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	6200.00	\$3.92	\$24,304.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	17800.00	\$2.64	\$46,992.00
20331 - ABANDON SEWER ACCESS STRUCTURE - EACH	1.00	\$499.59	\$499.59
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	10.60	\$763.09	\$8,088.75
20336 - PIPE PLUG (UNDISTRIBUTED) - EACH	15.00	\$455.46	\$6,831.90
20401 - CLEARING (UNDISTRIBUTED) - I.D.	60.00	\$100.00	\$6,000.00
20406 - GRUBBING (UNDISTRIBUTED) - I.D.	60.00	\$100.00	\$6,000.00
20501 - ADJUST SEWER ACCESS STRUCTURE (SANITARY) - EACH	2.00	\$598.09	\$1,196.18
20701 - TERRACE SEEDING - S.Y.	4000.00	\$1.60	\$6,400.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$180.00	\$360.00
21011 - CONSTRUCTION ENTRANCE - EACH	8.00	\$288.00	\$2,304.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$4,752.00	\$4,752.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	100.00	\$10.00	\$1,000.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	100.00	\$10.00	\$1,000.00
21032 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	10.00	\$78.00	\$780.00
21033 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	10.00	\$36.00	\$360.00

Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment District - 2026

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DATE: 4/23/2026

Item	Quantity	Price	Extension
21034 - INLET PROTECTION, TYPE C - REMOVE - EACH	10.00	\$48.00	\$480.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	63.00	\$341.84	\$21,535.92
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	126.00	\$36.00	\$4,536.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	63.00	\$48.00	\$3,024.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	4000.00	\$2.35	\$9,400.00
21302 - CONSTRUCTION FENCE (PLASTIC) - L.F.	400.00	\$6.98	\$2,792.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	5700.00	\$24.07	\$137,199.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	500.00	\$30.12	\$15,060.00
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	160.00	\$45.68	\$7,308.80
30212 - SIDEWALK CURB - L.F.	20.00	\$52.16	\$1,043.20
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	8200.00	\$7.79	\$63,878.00
30304 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	9100.00	\$8.81	\$80,171.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	300.00	\$12.50	\$3,750.00
30339 - RADIAL DETECTABLE WARNING FIELD - S.F.	30.00	\$90.00	\$2,700.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	405.00	\$45.00	\$18,225.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	3000.00	\$20.54	\$61,620.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	3600.00	\$20.54	\$73,944.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1360.00	\$76.10	\$103,496.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	35.00	\$136.50	\$4,777.50
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	80.00	\$89.75	\$7,180.00
40218 - TACK COAT - GAL.	500.00	\$2.75	\$1,375.00
40231 - ASPHALT DRIVE & TERRACE (UNDISTRIBUTED) - S.Y.	50.00	\$51.94	\$2,597.00
40301 - FULL WIDTH GRINDING - S.Y.	1000.00	\$6.00	\$6,000.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	2.00	\$1,367.60	\$2,735.20
50201 - ROCK EXCAVATION (STORM)(UNDISTRIBUTED) - C.Y.	25.00	\$30.00	\$750.00
50201 - ROCK EXCAVATION (SANITARY)(UNDISTRIBUTED) - C.Y.	75.00	\$30.00	\$2,250.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	2456.00	\$0.01	\$24.56
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	4452.00	\$0.01	\$44.52
50223 - UTILITY TRENCH PATCH TYPE II - T.F.	50.00	\$286.84	\$14,342.00
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	183.00	\$112.96	\$20,671.68
50301 - 8 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1794.00	\$151.48	\$271,755.12
50302 - 10 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1254.00	\$177.67	\$222,798.18
50353 - SANITARY SEWER LATERAL - L.F.	1404.00	\$37.50	\$52,650.00
50356 - RECONNECT - EACH	59.00	\$3,721.09	\$219,544.31
50359 - COMPRESSION COUPLING - EACH	1.00	\$5,333.99	\$5,333.99
50361 - WASTEWATER CONTROL - L.S.	1.00	\$9,144.00	\$9,144.00
50390 - SEWER ELECTRONIC MARKERS (STORM)(UNDISTRIBUTED) - EACH	4.00	\$24.00	\$96.00
50390 - SEWER ELECTRONIC MARKERS (SANITARY)(UNDISTRIBUTED) - EACH	148.00	\$24.00	\$3,552.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	486.00	\$111.97	\$54,417.42
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	287.00	\$108.48	\$31,133.76
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	197.00	\$104.15	\$20,517.55
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	525.00	\$113.01	\$59,330.25
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	26.00	\$129.95	\$3,378.70
50406 - 27 INCH TYPE I RCP STORM SEWER PIPE - L.F.	80.00	\$159.76	\$12,780.80
50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	387.00	\$199.45	\$77,187.15

Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment District - 2026

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DATE: 4/23/2026

**Capitol
Underground,
Inc.**

Item	Quantity	Price	Extension
50410 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.	406.00	\$249.53	\$101,309.18
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	35.00	\$112.08	\$3,922.80
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	25.00	\$115.67	\$2,891.75
50499 - CONCRETE COLLAR - EACH	1.00	\$1,228.70	\$1,228.70
50501 - ADJUST SEWER ACCESS STRUCTURE (STORM) - EACH	3.00	\$521.77	\$1,565.31
50503 - ADJUST INLET - EACH	1.00	\$801.61	\$801.61
50701 - 4' DIA SANITARY SAS - EACH	19.00	\$6,287.34	\$119,459.46
50722 - 6'X6' CATCHBASIN - EACH	2.00	\$11,277.21	\$22,554.42
50723 - 3'X3' STORM SAS - EACH	10.00	\$6,517.54	\$65,175.40
50724 - 4'X4' STORM SAS - EACH	1.00	\$7,806.52	\$7,806.52
50741 - TYPE H INLET - EACH	24.00	\$3,907.69	\$93,784.56
50768 - TERRACE INLET TYPE 3 - EACH	2.00	\$8,946.11	\$17,892.22
50771 - INTERNAL CHIMNEY SEAL - EACH	8.00	\$504.07	\$4,032.56
50791 - SANITARY SEWER TAP - EACH	3.00	\$2,204.14	\$6,612.42
50792 - STORM SEWER TAP - EACH	3.00	\$2,047.15	\$6,141.45
50793 - PRIVATE STORM SEWER RECONNECT, TYPE I - EACH	1.00	\$2,280.00	\$2,280.00
50795 - PRIVATE STORM SEWER LATERAL - EACH	1.00	\$1,610.25	\$1,610.25
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	16.00	\$728.28	\$11,652.48
60802 - PAVEMENT MARKING EPOXY, 6-INCH DASHED LINE (10-FT LINE WITH 30-FT GAP) - LF	100.00	\$3.00	\$300.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - LF - LF	940.00	\$11.50	\$10,810.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH, WHITE - LF	144.00	\$21.00	\$3,024.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF - LF	60.00	\$23.00	\$1,380.00
60819 - PAVEMENT MARKING EPOXY, CURB - LF - LF	900.00	\$11.00	\$9,900.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	63.00	\$149.16	\$9,397.08
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2881.00	\$157.33	\$453,267.73
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	4.00	\$3,075.84	\$12,303.36
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	11.00	\$3,930.24	\$43,232.64
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	4.00	\$6,930.60	\$27,722.40
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	3.00	\$3,945.40	\$11,836.20
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	50.00	\$1,912.59	\$95,629.50
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$2,952.60	\$17,715.60
70082 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$1,889.56	\$5,668.68
70090 - ABANDON WATER VALVE BOX - EACH	16.00	\$375.58	\$6,009.28
70101 - FURNISH AND INSTALL STYROFOAM - EACH	39.00	\$160.66	\$6,265.74
70111 - FURNISH AND INSTALL ANODE - EACH	5.00	\$410.02	\$2,050.10
90001 - MODIFIED CONCRETE WATERWAY - S.F.	500.00	\$13.11	\$6,555.00
90002 - TEMPORARY ASPHALT PAVEMENT - S.Y.	75.00	\$72.88	\$5,466.00
90002 - TEMPORARY ASPHALT PAVEMENT - S.Y.	25.00	\$72.88	\$1,822.00
90030 - 3'x4' CAST IN PLACE SAS - EACH	1.00	\$7,846.21	\$7,846.21
90031 - 3'x5' CAST IN PLACE SAS - EACH	1.00	\$9,465.81	\$9,465.81
90032 - 3'x6' CAST IN PLACE SAS - EACH	5.00	\$8,614.33	\$43,071.65
90033 - 4'x6' CAST IN PLACE SAS - EACH	1.00	\$9,414.63	\$9,414.63
90034 - REMOVE BOX (UNDISTRIBUTED) - L.F.	285.00	\$93.41	\$26,621.85
90035 - ABANDON BOX W/ PLUGS - EACH	2.00	\$2,503.48	\$5,006.96
90036 - REMOVE SANITARY CLEANOUT - EACH	1.00	\$590.22	\$590.22
130 Items	Totals		\$3,782,568.84



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

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

BIENNIAL BID BOND

Capitol Underground, Inc.

(a corporation of the State of Wisconsin)

(individual), (partnership), (hereinafter referred to as the "Principal") and

Western Surety Company

a corporation of the State of South Dakota (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, 2026 through February 1, 2028.

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

Capitol Underground, Inc.
COMPANY NAME AFFIX SEAL

1/7/26
DATE

By: [Signature] PRESIDENT
SIGNATURE AND TITLE

SURETY

Western Surety Company
COMPANY NAME AFFIX SEAL

January 7, 2026
DATE

By: [Signature]
SIGNATURE AND TITLE
Tracy M. Krause, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8996012 for the year 2026 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 7, 2026
DATE

[Signature]
AGENT SIGNATURE

828 John Nolen Drive
ADDRESS

Madison, WI 53713
CITY, STATE AND ZIP CODE

608-273-0655
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, 2026 - February 1, 2028
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Capitol Underground, 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

1/7/26

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bradley S Babcock, Kimberly L Babcock, Travis J Schreiber, Tracy M Krause, Becky Jo Schleis, Sara Grover, Matthew Bihner, Individually

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of October, 2025.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of October, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of January, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty Six between **Capitol Underground, 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 **May 19, 2026** 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:

**Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment
District - 2026. (District 15)
CONTRACT NO. 8813**

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 **THREE MILLION SEVEN HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED SIXTY EIGHT AND 84/100 (\$3,782,568.84)** 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

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

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

David P Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES _____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **Capitol Underground, Inc.** as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE MILLION SEVEN HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED SIXTY EIGHT AND 84/100 (\$3,782,568.84)** 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:

**Elmside Boulevard, Sommers Avenue, and Center Avenue Assessment District - 2026. (District 15)
CONTRACT NO. 8813**

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 28th day of May 2026

Countersigned:

Capitol Underground, Inc.
Company Name (Principal)

[Signature]
Witness
[Signature]
Secretary

[Signature]
President Seal

Western Surety Company
Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact, Tracy Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 for the year 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 28, 2026

[Signature]

Date

Agent Signature

The foregoing Bond has been approved as to form:

Date

City Attorney

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bradley S Babcock, Kimberly L Babcock, Travis Schreiber, Tracy Krause, Becky Jo Schleis, Sara Grover, Matthew Bihner, Individually

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of February, 2026.



WESTERN SURETY COMPANY

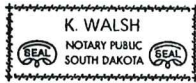
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031



K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.