

\$2,082,004.86

BID OF Speedway Sand & Gravel, Inc.

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Fordem Avenue - First Street Relief Sanitary Sewer

CONTRACT NO. 9807

PROJECT NO. 14922

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Jul 21, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

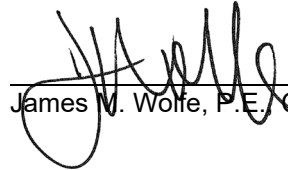
**FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER
CONTRACT NO. 9807**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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



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

JMW: TC

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:	FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER
CONTRACT NO.:	9807
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (10:00 A.M.)	6/18/26; See Pre Bid Meeting info below.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/18/26
BID SUBMISSION (2:00 P.M.)	6/25/26
BID OPEN (2:30 P.M.)	6/25/26
PUBLISHED IN WSJ	6/11/26 & 6/18/26

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

FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER CONTRACT NO. 9807

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, excavation, base preparation, curb and gutter, driveway aprons, sidewalk replacement, base course, asphalt pavement, and pavement marking.

The project limits for the sanitary replacement are the City of Madison connection onto the Madison Metropolitan Sewerage District manhole in the intersection of First St. and E Johnson St. through Canadian Pacific Kansas City Limited, railroad, owned 1894 E Johnson St, the Wisconsin DOT owned, Wisconsin and Southern Railroad operated, 1890 E Johnson St to the existing sewer main on Fordem Ave. The project is approximately 370 ft in length.

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

SECTION 104.6 DECREASED AND DELETED ITEMS

An item for excavation and hauling of contaminated soil is included in the contract as the testing for contaminated soils was performed. This is to be used since contaminated soil cannot be reused and must be landfilled.

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.

Archeology

If artifacts or human remains are found during the course of construction, all work must halt and the Contractor shall contact the Wisconsin State Historical Society at (608) 264-6013 or compliance@wisconsinhistory.org

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways that are indicated in the plans to remain. Damage to those items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Construction Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Coordination with Utilities

Work in this contract shall require utility relocation 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.

ATC (underground), MCI/Verizon (underground), MG&E Electric (underground), MG&E Gas, ATC (underground), and Cogent/Sprint (underground) facilities within the project limits.

ATC has an underground 69KV Transmission line. The electric transmission line should be expected near STA 3+19.3. There are also at least 2 fiber facilities within the project limits at the east end of the project (roughly STA 3+25.00) and another possibly further east and south. The Contractor shall contact Jeff Vanderwerff with ATC at least three (3) days in advance to coordinate working around existing facilities within the project limits at Jvanderwerff@atcllc.com or (262)206-4966.

AT&T has two (2) underground communications lines within the project limits. There are no direct conflicts with the lines anticipated, however, both the Launching Pit B, SAS #2 (about STA 2+48.74) and Receiving Pit B (about STA 0+68.21) lines may be encountered within the bottom of the pit area. Contractor shall contact Garrett Barth at gb1789@att.com or (262)338-8945 five (5) days prior to ULOs to verify depth of utilities below the pits.

LUMEN has three (3) underground communication facilities within the project limits as indicated on the plan set. These are estimated locations. No direct conflicts are anticipated with the final placement of the sanitary, however, limited information has been provided regarding their facilities. There is potential to expose the LUMEN facilities by construction activities at the east end of the project. The Contractor shall contact State One Call prior to construction. The Contractor shall contact relocations@lumen.com should they have any questions. The Contractor shall reference the file number P-519973 WI in any communications. This communication was received from Daniel Goette, Daniel.Goette@lumen.com.

MCI/Verizon has two (2) underground communication lines within the project limits. No direct conflicts are anticipated. One of these may be exposed by the boring pit on Fordem and need to be supported when exposed during construction. This fiber line is located near Fordem Ave (about STA 0+68). The Contractor shall contact Randy Ciatello at randy.ciatello@verizon.com at least one week in advance to coordinate relocation work.

MG&E - Electric has underground facilities within project limits. The underground facilities are located at the project limits on E Johnson St at the First St. intersection (about STA 1+12.50). Conflicts are not anticipated although care will be necessary when working under the existing duct (W-24"xH-18" concrete electric Qty 8-4") to make the connection to the Madison Metropolitan Sewerage district manhole. The top of the duct is approximately 3' deep. The Contractor shall contact Mark Bohm at mbohm@mge.com two (2) weeks prior to work for guidance and coordination supporting the MGE duct package and backfilling.

MG&E – Gas has underground facilities within project limits. The gas facility is located at the project limits on E Johnson St at the First St. intersection (about STA 1+08.00). The 12" steel, 400 psi, gas line should be approximately 6'(feet) under the MMSD manhole according to the installation plan. The Contractor shall contact Roger Ahles at rahles@mge.com two (2) weeks prior to work for guidance and coordination for working around the MGE gas main.

Cogent/Sprint has one (1) underground fiber facility within the project limits. The underground fiber line runs parallel to the MCI/Verizon fiber line at 1890 E Johnson street. This fiber line is roughly 18' west of the centerline of the main railroad track line (STA 0+93.6). The Contractor shall contact Kevin Person at kperson@cogentco.com a minimum of one (1) week prior to work for guidance and coordination for work around the utility.

City Traffic Engineering has temporarily relocated the signal electrical facilities for the streetlights and traffic signals in operation at the N First Street and E Johnson Street intersection. The existing electrical conduit (2-3" conduits) will need to be replaced or repaired within the drive apron to the property at 1894 E Johnson St by City Traffic Engineering prior to restoration of the driveway apron. Should overhead signals within the First Street & E Johnson St. need adjustment for construction activities or the project is ready for the conduit repairs/installation, contact Traffic Engineering at (608)266-4767 at least 72 hours in advance of required work.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other item 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.

The Contractor shall ensure that all traffic signals and pedestrians signals for active traffic signal phases and movements are visible during construction. Contractor shall not block visibility of traffic signals with equipment or vehicles.

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 work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expenses 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 Traffic Control Plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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

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.

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

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

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 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.

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

Emergency vehicle access shall be maintained to all properties at all times.

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

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. Sidewalk may only be closed during active construction activities. Outside of those times, sidewalk access shall be restored, using the Temporary Sidewalk Access item, which item shall also be used if necessary to provide temporary sidewalk access through the winter until permanent restoration can be completed per standard specification.

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 the City of Madison Parking Division (608-266-4761) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below.

This shall be considered incidental to the traffic control lump sum bid item.

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

FORDEM AVENUE

The Contractor shall maintain one travel lane of at least (11) feet in width in each direction on Forдем Avenue for all lanes at all times as shown on sheets TC-1 and TC-2 in the traffic control plan. The Contractor may use drums as a channelizing device to separate traffic from work zone. The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths.

E. JOHNSON STREET

The Contractor shall maintain full access on E. Johnson Street for all lanes at all times except during single travel lane closures. Contractor is allowed ten (10) calendar days of off-peak double (2) lane closures on E. Johnson Street as depicted in TC-3. Lane closures shall not occur during the peak hours of 7:00AM - 9:00AM and 4:00PM – 6:00PM.

NOTIFICATION WHEN CLOSING STREET

All Contractors shall give Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

OPENING OF SECTION OF STREET TO TRAFFIC

The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon 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 Sean Malloy, City of Madison Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987 with any questions concerning these traffic control specifications.

SECTION 107.16 MAINTAIN DRIVEWAY ACCESS

The Contractor shall maintain access to 1702-1738 Fordem Ave, 1890 E Johnson St, and 1894 E Johnson St at all times and for the duration of the project. Maintaining access to these commercial driveways is incidental to the work under this contract.

BID ITEM 10714 – TEMPORARY SIDEWALK ACCESS

DESCRIPTION

If the Contractor's selected schedule for completion of this work prevents final sidewalk restoration from being completed consistent with the Standard Specifications, the Contractor shall install temporary hardscape material, as accepted by Construction Engineer, in order to restore pedestrian traffic until the permanent surface can be installed along the frontage of 1894 E Johnson Street.

SECTION 107.12 RAILROAD-HIGHWAY GRADE SEPERATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, OPERATIONS ON RAILROAD RIGHT-OF-WAY.

107.12(A) GENERAL

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Stacey Hurda of the Wisconsin & Southern Railroad (WSOR; WATCO), at (414)507-0240; shurda@watco.com. Notice must be given to Stacey Hurda at least 72 hours prior to working within twenty-five feet (25') or within the WSOR right-of-way. Canadian Pacific Railway Company (CPKC) shall be contacted via the contacts listed as Public Works contacts @ <https://www.cpkcr.com/en/contact-us/public-works?> and submit the flagging application as directed by the appropriate regional contacts listed. The Contractor shall obtain the authorization of the WSOR and Canadian Pacific Railway Company (CPKC) to work within twenty-five feet (25') of the Railroad tracks or within the Railroad right-of-ways. Anytime work is being done within twenty-five feet (25') of the track or within the railroad right-of-way, a WSOR or CPKC flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroads for the flag person requirements, and this compensation is considered incidental to this contract and relative bid items. Prior to any work within twenty-five feet (25') of the Railroad tracks, the Contractor shall provide to WSOR and/or CPKC an estimate of the time required to perform necessary work within twenty-five feet (25') of the tracks & right-of-ways. The Contractor shall pay all flagging costs consistent with railroad requirements and policies, which may require pre-payment by the Contractor to WSOR and/or CPKC of estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks & right-of-way and the current hourly rate of compensation charged by WSOR/CPKC for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks or right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad and Canadian Pacific Railway Company reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad and/or Canadian Pacific Railway Company right-of-way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin Dept. of Transportation, Wisconsin River Rail Transit Commission, Wisconsin Southern Railroad L.L.C., Watco Transportation Services, L.L.C., and Canadian Pacific Kansas City and its Affiliates per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications Latest Edition.

Wisconsin Dept. of Transportation, Wisconsin River Rail Transit

Commission, Wisconsin Southern Railroad L.L.C.

Watco Transportation Services, L.L.C.

1890 E Johnson Street

Insurance Requirements

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

Canadian Pacific Railway Company

1894 E Johnson Street

Insurance Requirements

1. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CPKC, policies of:

- (a) **Commercial General Liability** (C.G.L.) insurance with a limit of not less than Five Million Dollars (\$5,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) Canadian Pacific Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement. In the event any contractors access the Property, each contractor shall independently maintain Automobile Liability insurance covering bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000) per accident covering the ownership, use, and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with this Agreement.

During any period in that Work is to be performed on the Property and/or Utility Line, Licensee or its contractor performing the Work, shall obtain the following additional insurance:

- (a) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CPKC and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (b) **Railroad Protective Liability** insurance, in the name of CPKC, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate.
- (c) **Contractor's Pollution Liability** insurance, including naming CPKC and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CPKC. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CPKC with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage prior to entering the Property or commencing any Work and CPKC may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance or notice(s) shall be sent via email to Certs.CertSecure@HUBInternational.com or via fax to (770) 325-6378. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies.

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

CPKC reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CPKC may, at its option, terminate this Agreement without notice.

SECTION 108.2 **PERMITS**

The City of Madison has obtained a DNR Sanitary Sewer Submittal permit.

The City of Madison has obtained a City of Madison Erosion Control 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.

A WI DOT dt2036 railroad permit was acquired for the work in 1890 E Johnson St. and Contractor shall follow all railroad guidelines for work in a railroad right of way and flagging requirements of the railroads. A permit from Canadian Pacific and Kansas City Rail (CPKC) is also required, and the City will obtain this permit and anticipates having the permit prior to the project beginning. The Contractor shall follow all railroad guidelines for work in a railroad right of way and flagging requirements of the railroads.

The Contractor shall obtain a permit from Madison Metropolitan Sewerage District (MMSD) prior to connecting onto existing manhole MH01-003. The Contractor shall contact Ray Schneider (608)347-3628, rays@madsewer.org a minimum of seven (7) days prior to working on the MMSD manhole to set up permitting and inspection of adjustment and making connection to MMSD manhole. All work on MMSD manhole shall be completed in conformance with MMSD permit requirements. The contractor shall be responsible for payment of the permit fee (\$1,750 – 2026 MMSD permit fee rate).

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

SECTION 109.2 **PROSECUTION OF WORK**

Work under this contract may begin as early as August 17, 2026. All work necessary to instate and utilize the new sanitary sewer and restore traffic along Fordem Ave. and E. Johnson St. shall be completed by **JANUARY 31, 2027**. Once work begins, all work necessary to instate and utilize the new sanitary sewer and restore traffic along Fordem Ave. and E. Johnson St. shall be completed within **FIFTY-SIX (56) CALENDAR DAYS**. Necessary area dewatering **prior** to work is not counted in the calendar day limit of work.

If necessary, final surface pavement restoration on Fordem & Johnson may be completed in Spring 2027. Work in Spring 2027 shall be limited to permanent pavement restoration, pavement markings, and related work only. Final pavement and surface material work shall be completed by **May 31, 2027**. Once work begins on these items, all work shall be completed within Twenty-One (21) Calendar Days.

The Contractor shall notify the City Engineer a minimum of three (3) weeks in advance of the selected start date in 2026. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

SECTION 109.9 **LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City by the Contractor for failure to complete all required work by the interim completion date of January 31, 2027 will be \$1,500 per Calendar Day.

The fixed, agreed, and liquidated damages due the City by the Contractor for failure to complete the work required by the May 31, 2027 completion date will be \$500 per Calendar Day.

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 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED)

There is an undistributed amount of GEOTEXTILE FABRIC TYPE SAS NON WOVEN sewer included in this contract to be used as directed by the Construction Engineer.

BID ITEM 20336 – PIPE PLUG (UNDISTRIBUTED)

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.

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 343 feet of new 21" PVC PS115, ASTM F679 and 8 feet new 10" PVC SDR-35.

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

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.

The Contractor shall obtain a permit from Madison Metropolitan Sewerage District (MMSD) prior to connecting onto existing manhole MH01-003. The Contractor shall contact Ray Schneider a minimum of seven (7) days prior to working on the MMSD manhole to set up permitting and inspection.

The MMSD manhole being connected to is lined manhole (Raven 405 Epoxy Coating). The Contractor shall repair the liner in kind as required by MMSD.

BID ITEM 50202 – TYPE II DEWATERING

SECTION 502.1(c) DEWATERING

Subsection 502.1(c) of the standard specifications is supplemented with the following:

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of contaminated groundwater, surface water runoff, and trench dewatering, both contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for contaminated water.

Groundwater in the project area is contaminated. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of contaminated water generated as necessary to meet the permit requirements.

Discharge contaminated water to the sanitary sewer. For the purposes of this project, suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a City of Madison Permit to Discharge to the Sanitary Sewer compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt
City of Madison Engineering
608.266-6432
meberhardt@cityofmadison.com
Website with link to Sanitary Sewer Discharge Permit
PDF: <https://www.cityofmadison.com/engineering/permits/sanitary-sewer-discharge-permit>

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of contaminated groundwater. This approval will be issued at the same time as the Permit to Discharge to the Sanitary Sewer. Submit a dewatering plan to the City of Madison for approval with the application for Permit to Discharge to the Sanitary Sewer.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

CONSTRUCTION

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water, nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500-gallon holding tank to allow for settlement of large solids. Periodically pump contaminated water from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

METHOD OF MEASUREMENT

Dewatering of clean water will not be measured. Measure dewatering of contaminated water in gallons and provide this information to the Engineer at the frequency determined by the Permit to Discharge to the Sanitary Sewer. This information will not be used as a basis for payment.

BASIS OF PAYMENT

Dewatering of clean water is incidental to the contract under Type I Dewatering or paid for under Type II Dewatering; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping,

settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of contaminated water to the sanitary sewer system.

BID ITEM 50226 – UTILITY TRENCH PATCH TYPE III (SY.)

Work under this item shall include the cost of material, labor, and all necessary work to restore bedding and asphalt surfaces within 1890 E Johnson Street & 1894 E Johnson Street properties to match existing conditions.

BID ITEM 50404- UNDERCUT FOR SANITARY SWER (UNDISTRIBUTED)

There is an undistributed amount of UNDERCUT FOR SANITARY sewer included in this contract to be used at the direction of the Construction Engineer.

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.

BID ITEM 90001 – TEMPORARY STREET RESTORATION

DESCRIPTION

Work under this item includes all materials, labor, equipment, and incidentals necessary to install temporary pavement surfaces on impacted streets and private driveways & driveway apron, if required to meet the deadlines noted in these specifications. This item also includes removal of the temporary surface materials.

If the Contractor's selected schedule for completion of this work prevents final pavement and street restoration from being completed consistent with the Standard Specifications, the Contractor shall install temporary pavement in order to restore traffic until the permanent street and private driveway & driveway apron surface materials can be installed.

Temporary pavement shall include a minimum of 3.5 inches of hot mixed asphalt pavement and 8 inches of gradation no. 2 crushed aggregate base course OR 6 inches of concrete on 6 inches of crushed aggregate base course. Temporary pavement shall be installed such that it is even with adjacent surfaces, graded to reasonably drain, and provide an adequate, rideable surface for all users, including bicyclists and buses. Should permanent curb and gutter be unable to be installed due to weather conditions, temporary pavement limits shall be extended and paved to provide a flowline to maintain drainage along the streets.

The Contractor shall maintain and restore temporary pavement until the permanent pavement materials can be installed.

METHOD OF MEASUREMENT

This item will be measured by the Square Yard, acceptably installed, maintained, and removed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid at the contract unit price, which price shall include all work, labor, materials, equipment, and incidentals necessary to complete the work as set forth in the description. Upon approval of the Engineer, 75% of this item will be paid upon acceptable installation of the

temporary pavement, and the remaining 25% to be paid following acceptable maintenance and removal of the temporary pavement. If the Contractor schedule is such that all permanent pavement and surface materials can be installed per the specifications, this item will not be paid.

BID ITEM 90010 – REMOVE, SALVAGE, REINSTALL FENCING

DESCRIPTION

This item includes all work, materials, equipment, and incidentals necessary to remove, salvage, and reinstall the fencing at the locations impacted by construction activities or as directed by the Engineer. When necessary to facilitate installation of the sewer, the Contractor shall remove all necessary elements of the fencing in order to complete the work. The Contractor shall take care with removal to not damage materials and shall securely store fencing materials until reinstallation. Upon backfilling and restoring the surface, the Contractor shall reinstall the fencing in the same manner as existed prior to the start of work. Any damaged materials shall be replaced by the contractor at no additional cost. This item includes all fencing types within the project limits.

METHOD OF MEASUREMENT

This item shall be measured by the Linear Foot, acceptably completed.

BASIS OF PAYMENT

Remove, salvage, and reinstall fencing will be paid at the contract unit price, which price includes all work, equipment, materials, and incidentals necessary to safely remove the existing fence, protection and salvaging of existing fencing materials, and reinstallation in the same manner.

BID ITEM 90031 – BORE AND JACK CASING

DESCRIPTION

Work under this item shall include the installation and material cost to bore and jack a minimum of a 32" casing to house an 21" diameter sanitary sewer main. The sanitary sewer shall be installed by boring and jacking where included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized by the Contractor in order for the inner sanitary sewer pipe to properly fit within the casing pipe. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to push the casing pipe shall be included.

Included in this item is the excavation and backfilling of the receiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for Public Works Construction - Latest Edition. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. The 21" diameter sanitary sewer being installed with the casing will be paid under separate BID ITEM 50306.

The Contractor is informed that the casing pipe specified shall be at a minimum of 32" diameter or as large as deemed necessary by the Contractor to successfully complete the work in accordance with the construction plans.

MATERIALS

Bore and Jack shall include all materials necessary to install the 21" sanitary sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.5" minimum thickness (See chart on Sheet U-1 for casing thickness requirements)

- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

The Contractor shall submit the following to the Engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe
- Materials for sand or pea gravel
- Materials for casing spacers and distances between spacers
- Materials and methods for bulkheading the casing ends

CONSTRUCTION METHODS

Contractor will be allowed to use wood blocking and/or pipe spacers to suspend the pipe in casing pipe to obtain the proper design slope. Both will be considered acceptable installation methods. The design slope will be verified by a City surveyor and if the slope is back-pitched or not at an acceptable slope, the Construction Engineer will require the pipe be adjusted.

Blocking Method:

Prior to installing pipe in the casing, a set of four wood blocks shall be strapped to both ends of the pipe five feet (5') from each end. The blocks shall be set so that the pipe does not touch the casing. Pipe joints shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

Pipe Spacers Method:

Non-Centered stainless Steel spacers (PSI S8GN-2 http://www.pipelineseal.com/pdf_lit/csem&bg.pdf or approved equivalent) shall be installed in the casing pipe at varying to the new sewer main to set the sewer main to the desired slope. Spacers shall be installed in accordance with the manufacturer's specifications with maximum spacing of 8'.

The untrenched construction shall be performed by dry auger boring and jacking. Water jacking for excavation of the soil is not allowed. The use of water to facilitate removal of spoil is permitted. The untrenched construction shall extend beneath the railroad tracks to the limits shown on the plan set. For the casing installation, the bore hole diameter shall be essentially the same as the outside diameter of the pipe. In soft, unstable soil, the auger shall be inside the casing, but no undersized, so as not to create a void between the casing and the soil. If voids should develop or if the bore hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, the voids shall be pressure grouted.

Connection of adjacent lengths of steel pipe shall be done by continuous, circumferential, field butt welding in accordance with AWWA C206. The connection shall result in a straight and true casing with a watertight seal.

The conduit pipe shall be installed on line and grade through the casing pipe. Install approved casing spacers at the approved distances. Fill the annular space between the casing and carrier pipe with the approved material (sand or pea gravel). Contractor shall record amount of approved material installed and submit to the Engineer to verify annular space has been filled completely.

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area. Any damage to utilities- public or private will be the responsibility of the Contractor to repair.

METHOD OF MEASUREMENT

BORE AND JACK CASING shall be measured by the lineal foot for successful completion of the casing pipe as described above which shall include all materials, equipment, labor, and incidentals necessary to complete the work.

BASIS OF PAYMENT

BORE AND JACK CASING shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

BID ITEM 90032 – STORMWATER CONTROL PLAN AND IMPLEMENTATION

DESCRIPTION

Work under this item shall include dewatering of existing storm sewer mains which are in a backwater condition and control of runoff during storm events, as needed, to install sanitary sewer shown in the plan set and remove/abandon any existing sanitary sewer shown on the plan set. All dewatering shall comply with ARTICLE 502 of the City of Madison Standard Specifications for Public Works Construction Latest Edition. The Stormwater Control Plan shall be provided at the time of the preconstruction meeting and shall include dewatering and storm control methods. The Stormwater Control Plan shall be approved by the Engineer prior to the start of work.

This specification is intended for dewatering for the storm sewer crossed with the proposed sanitary sewer work. Determining water levels in the storm sewer and how to address stormwater levels in the storm sewer to prevent migration of stormwater into bore pit or excavation area is the intent of this bid item. At the time of bidding, the water level in the 63" x 98" HERCP pipe was half full. It is anticipated that the water levels will vary throughout the construction timeframe and shall be monitored by the Contractor to determine the best methods for controlling stormwater while still allowing the system to function as needed during storm events.

METHOD OF MEASUREMENT

STORMWATER CONTROL PLAN AND IMPLEMENTATION shall be measured as lump sum for all work completed and accepted.

BASIS OF PAYMENT

STORMWATER CONTROL PLAN AND IMPLEMENTATION shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals to complete work described above.

BID ITEM 90033 – HEAVY WASTEWATER CONTROL

DESCRIPTION

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

We are anticipating 550 gpm bypass being required based on the existing 12" sewer main running at approximately 1/2 full.

CCTV videos across the railroad corridor shows a pronounced residual scum line at approximately 50% on either side of the siphon. We believe that this demonstrates that the current operating level of the sewer being replaced with this project to be operating at 1.15 cfs or 516 gpm.

Flow monitoring data for the period of 4/10/2026 to 6/2/2026, show the 12" main on Fordem just north of the project limits to be operating at 2.70" on average and a high on 5.21" after a series of storm events in early April.

Field measurements during peak hours of 8:00 AM, 12:00 PM and 6:00 PM at SAS 5541-003 on 5/29-6/1/2026 show that the sewer to be operating at 3.75 inches. There was no storm events during this late May field measurement period.

The 10" diameter sewer main on Fordem Ave south of the work area operates at approximately 200gpm based upon observed CCTV data.

METHOD OF MEASUREMENT

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum.

BASIS OF PAYMENT

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

BID ITEM 90034 – TEMPORARY SHORING (UNDISTRIBUTED)

DESCRIPTION

This work shall consist of providing and removing (as needed to bring site back to finish grade and as described below) temporary shoring at the approximate locations shown on the drawings and in accordance with the contractor's shoring design.

SHORING DESIGN

The limits of the required temporary shoring are to be determined by the Contractor but shall be sufficient to complete the point repair as shown on the contract drawings. The Contractor shall be responsible for providing a shoring design for each required temporary shoring. The adequacy of each shoring design shall be verified by a professional engineer registered in the State of Wisconsin, experienced in the design of shoring systems, and knowledgeable of the specific site conditions and requirements for this project. One copy of each shoring design (drawings and calculations) shall be signed and sealed by the same professional engineer verifying the design, and shall be submitted to the project engineer for documentation.

Shoring system shall be designed to support lateral earth pressure and groundwater pressure as appropriate for the shoring system installed. The surcharge effects of live load from the active railroad operations be accounted for in the shoring system design. Approximately 6 rail cars travel this rail daily WSOR line and with the Canadian Pacific Kansas dead end spur, there is a possibility of rail cars being parked on the rail in place.

The lateral deflection at any location in the shoring system and at any time during construction shall not exceed 1/4" as measured at the top of the shoring system. The engineer will monitor deflection by shooting coordinates and elevations of points along the shoring walls and the railroad tracks prior to and at intervals during construction.

The shoring system design shall be sufficient to meet the above deflection criteria until the sewer installation is complete.

CONSTRUCTION METHODS

Construction or installation of temporary shoring at a required location shall be done in accordance with the design developed for the location.

METHOD OF MEASUREMENT

Temporary Shoring will be measured by the Lump Sum for all shoring installed on the project with the limitations shown on the drawings and the specifications.

BASIS OF PAYMENT

Temporary Shoring, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for providing the design of the shoring system; for furnishing and hauling materials to each location; for installing or constructing the shoring; for maintenance as needed; for removal of the shoring when required by the design; for backfilling upon completion of the need for the shoring; and for all labor, tools, equipment and incidentals needed to complete the work in accordance with the contract.

Temporary Shoring not required by the plans and installed for the convenience of the contractor's operations shall be considered incidental to work under the contract and will not be measured and paid for under this item.

This bid item is an undistributed bid quantity. Based upon feedback from Wisconsin Southern Railroad and Canadian Pacific Kansas City during the permit application process, this bid item is not anticipated to be required. Canadian Pacific Kansas City waived the shoring requirement during the permit application process.

BID ITEM 90035 – REPAIR MMSD MANHOLE LINER (UNDISTRIBUTED)

DESCRIPTION

This item may or may not be required by MMSD after the reconstruction of the bench and flowline. This item includes all work, materials, equipment, and incidentals necessary to repair Madison Metropolitan Sewerage District (MMSD) lined manhole MH 01-003 liner, after the proposed sewer connection is made. MMSD has indicated that the liner is Raven 405 Epoxy Coating. It is anticipated that the liner will be damaged with the proposed 21" diameter sewer main connection to the manhole. Repair of liner shall be completed in accordance with MMSD requirements. Materials used to complete the repair shall be either in kind or an approved equal as approved by MMSD.

METHOD OF MEASUREMENT

This item shall be measured by Each completed unit acceptably completed.

BASIS OF PAYMENT

REPAIR MMSD MANHOLE LINER will be paid for at the contract unit price which will includes all work, equipment, materials, and incidentals necessary complete the work in accordance with the description.

BID ITEM 90051 – EXCAVATION AND HAULING OF CONTAMINATED SOIL (UNDISTRIBUTED)

A.1 General

Contaminated soil will be encountered during excavation. This special provision describes excavating, loading, and hauling of contaminated soil to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and will provide a profile number to accompany each load to the landfill. **Tipping fees shall be paid for by the City of Madison.**

Waste Management Madison Prairie Landfill
6002 Nelson Road
Sun Prairie, WI 53590
608.837.9031
Contact: Jess Gerek, 262.232.4714

Work shall be performed in accordance with standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil Location(s)

All soil to be excavated in the project limits is considered contaminated with cinders. The Environmental Consultant may be on site during the excavation to help direct the soil which will be hauled to the landfill. If additional contamination—based on unusual odor, staining, etc.—are encountered anywhere on the project, notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Angela Wilcox-Hull
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
awilcox-hull@cityofmadison.com

A.3 Coordination

Coordinate work under this contract with the City of Madison Environment Consultant:

Angela Wilcox-Hull
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
awilcox-hull@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary landfill profile when contamination is encountered.
2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Collecting additional soil samples for laboratory analysis as needed.
4. Coordinating response measures for unknown contamination encountered.
5. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, there is a potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration

(OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

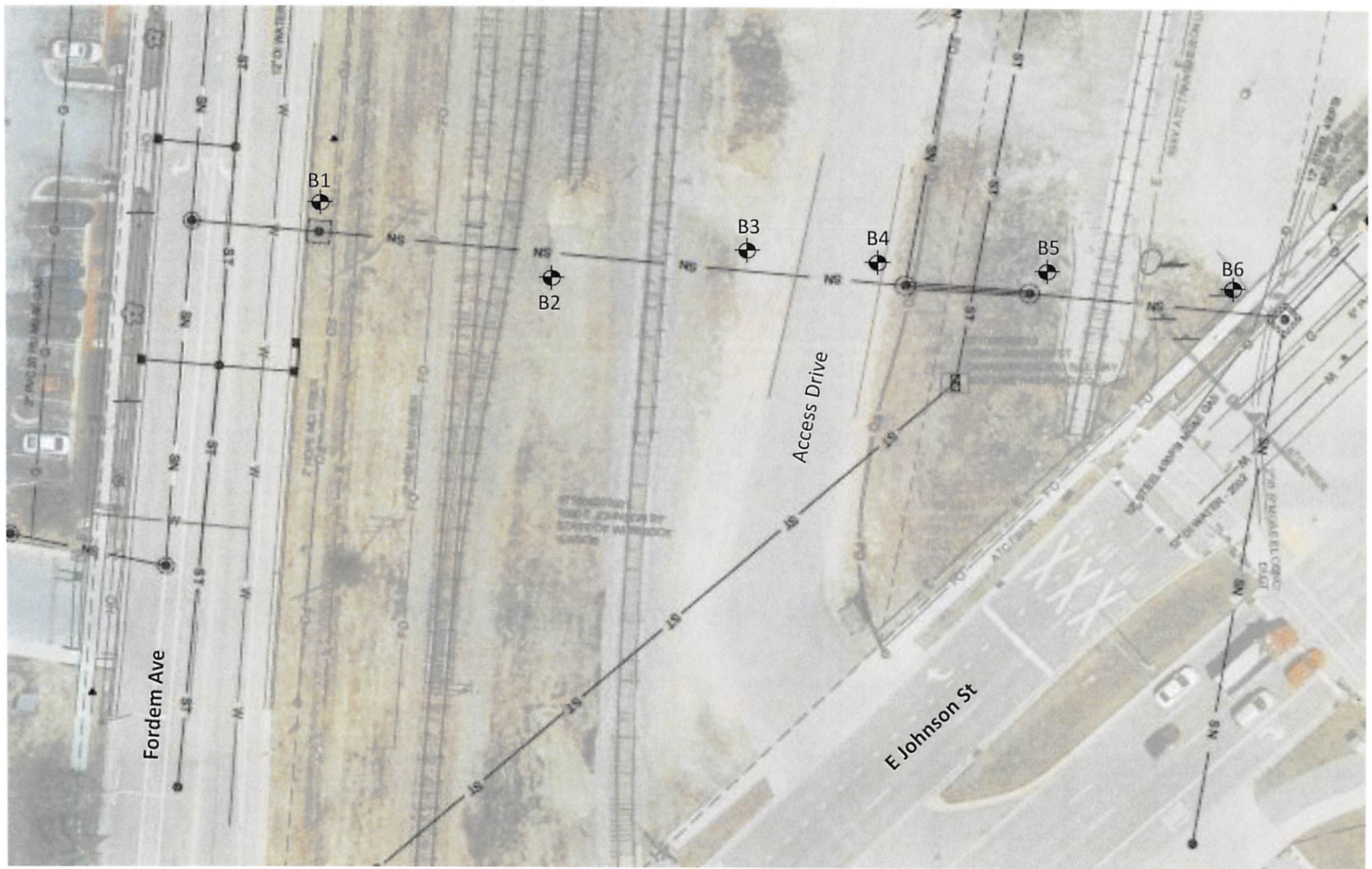
The environmental consultant may periodically evaluate soil excavated from contaminated areas to determine if the soil will require offsite disposal. The environmental consultant or Project Inspector will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the DNR approved landfill, specifically WM Madison Prairie Landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

The department will measure Excavation and Hauling of Contaminated Soil in tons of waste, documented by the weight tickets generated by the selected landfill. **The landfill tipping fees will be paid for directly by the City of Madison.**



Legend

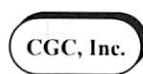
 Denotes boring location



Notes

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

Scale: Reduced

Date: 4/2026	
Job No. C26051-3	

Soil Boring Location Exhibit
First Street Relief Sewer
Madison, WI



LOG OF TEST BORING

Project First Street Relief Sewer
Location Madison, WI

Boring No. **B-1**
Surface Elevation (ft) **852±**
Job No. **C26051-3**
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		qu (qa) (tsf)	W	LL	PL	LOI
					9 in. TOPSOIL					
1		6	M	4	FILL: Medium Stiff to Stiff Brown and Dark Brown Clay with Traces of Sand and Gravel to 2.5' Loose Brown Sand and Gavel with Silt to 5'	(1.0)				
2		4	M	8						
3		10	W	3	Very Loose Dark Gray and Brown Sand with Silt, Gravel and Cinders to 10.5'					
4		2	W	3	Sulfur/Chemical Odor Detected					
5		18	W	15	Medium Dense, Gray and Dark Gray Fine to Medium SAND, Some Silt, Little Gravel, Trace Shells (SM)					
6		18	W	17	P200= 12%					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Soil Cuttings					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	6.5'	Upon Completion of Drilling		Start	3/19/26	End	3/19/26	
Time After Drilling				30 Min.	Driller	ADC	Chief	KD	Rig CME-55
Depth to Water				6.3' ▼	Logger	LD	Editor	ESF	
Depth to Cave in				8.3'	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 First Street Relief Sewer
Location Madison, WI

Boring No. **B-2**
Surface Elevation (ft) **852±**
Job No. **C26051-3**
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
							FILL: Loose Brown Sand and Gravel with Silt to 0.5' Medium Dense Dark Brown and Brown Sand with Silt and Gravel, Trace Clay to 5'					
1		6	M	13								
2		10	M	28								
					5							
3		17	M/W	4								
							Loose to Very Loose Gray Sand, Trace Silt and Peat to 8'					
4		18	W	3			Very Loose, Brown to Gray Sandy PEAT, Numerous Shells (PT)					
					10		Medium Dense, Gray Fine to Medium SAND, Trace Silt and Gravel (SP)					
5		16	W	19								
6		17	W	19								
					15		End of Boring at 15 ft					
							Backfilled with Bentonite Chips and Soil Cuttings					
										</		

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	8.0'	Upon Completion of Drilling		Start	3/20/26	End	3/20/26	
Time After Drilling				15 Min.	Driller	ADC	Chief	KD	Rig CME-55
Depth to Water				7'	Logger	BU	Editor	ESF	
Depth to Cave in				8.5'	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 First Street Relief Sewer
Location Madison, WI

Boring No. **B-3**
Surface Elevation (ft) 850±
Job No. **C26051-3**
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	
1		12	M	7		FILL: Loose Brown Sand and Gravel with Silt to 0.5'						
2		13	M	6		Loose Dark Brown Sand, with Silt and Gravel, Traces of Clay, Brick and Cinders to 5'						
3		12	M	3		Very Loose, Black Sedimentary PEAT, Trace to Little Sand (PT)						
4		11	W	7		Loose to Medium Dense, Gray and Dark Gray Fine SAND, Some Silt, Trace Shells (SM)						
5		8	W	14								
6		10	W	10								
					15	End of Boring at 15 ft						
						Backfilled with Bentonite Chips and Soil Cuttings						
					20							
					25							
					30							

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<u>▽ 8.5'</u>	Upon Completion of Drilling	<u>15 Min.</u>		Start	<u>3/20/26</u>	End	<u>3/20/26</u>		
Time After Drilling					Driller	<u>ADC</u>	Chief	<u>KD</u>	Rig	<u>CME-55</u>
Depth to Water				<u>5'</u>	Logger	<u>BU</u>	Editor	<u>ESF</u>		
Depth to Cave in				<u>7'</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 First Street Relief Sewer
Location Madison, WI

Boring No. **B-5**
Surface Elevation (ft) 850±
Job No. **C26051-3**
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
						6 in. Quartzite Railroad Ballast					
1		8	M/W	7		FILL: Loose to Very Loose Brown and Dark Brown Sand with Silt, Gravel, Clay and Cinders					
2		10	M	2							
					5						
3		11	W	4		Very Loose to Medium Dense, Gray and Dark Gray Fine to Medium SAND, Some Silt, Trace Shells (SM; Possible Fill to 9')					
4		14	W	16							
					10						
5		7	W	20							
6		12	W	25							
					15						
End of Boring at 15 ft											
Backfilled with Bentonite Chips and Soil Cuttings											
					20						
					25						
					30						
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <u>▽ 6.0'</u> Upon Completion of Drilling <u>15 Min.</u>						Start <u>3/20/26</u> End <u>3/20/26</u>					
Time After Drilling <u> </u>						Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u>					
Depth to Water <u> </u>						Logger <u>BU</u> Editor <u>ESF</u>					
Depth to Cave in <u> </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.											

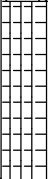
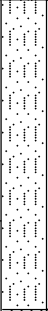


LOG OF TEST BORING

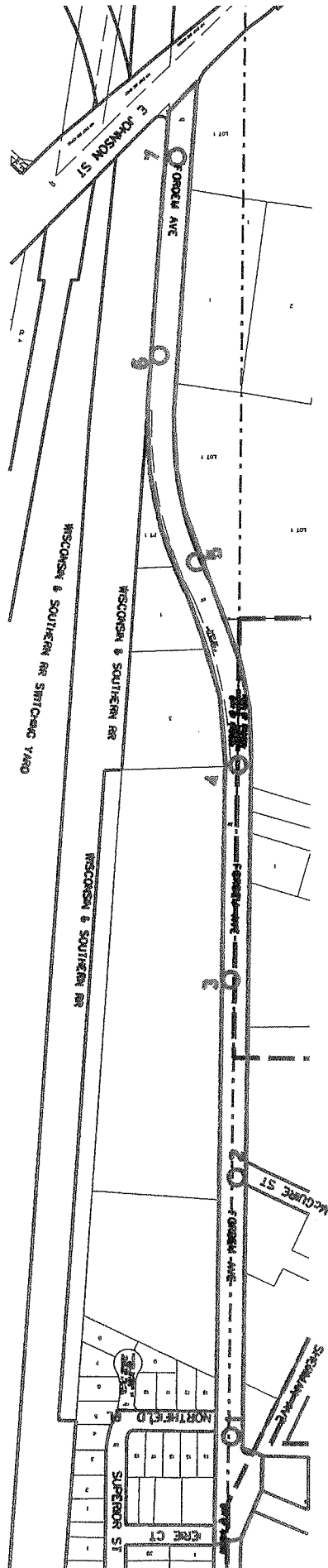
Project First Street Relief Sewer
Location Madison, WI

Boring No. **B-6**
Surface Elevation (ft) 850±
Job No. **C26051-3**
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 in. Asphalt Pavement/7.5 in. Base Course					
1		12	M	20			FILL: Medium Dense Brown and Gray Sand with Silt, Gravel and Traces of Clay to 5'					
2		8	M	12								
						5						
3		10	W	5			Loose Light Gray Fine Sand with Traces of Silt to 8'					
4		15	W	2			Very Loose Brown and Gray Sand with Traces of Silt and Shells to 10'					
					10							
5		23	W	67			Very Dense to Medium Dense, Gray Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM) (Large Cobble Near 11')					
6		10	W	21								
					15		P200= 14.1%					
							Medium Stiff to Soft, Gray Lean CLAY (CL)					
7		22	W	5				(0.75)				
					20							
8		20	W	16				(0.5)				
					25		End of Boring at 25 ft					
							Backfilled with Bentonite Chips and Asphalt Patch					
					30							

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<u>▽ 6.5'</u>	Upon Completion of Drilling				Start	<u>3/20/26</u>	End	<u>3/20/26</u>
Time After Drilling				<u>30 Min.</u>		Driller	<u>ADC</u>	Chief	<u>KD</u> Rig <u>CME-55</u>
Depth to Water				<u>5'</u>	<u>▽</u>	Logger	<u>BU</u>	Editor	<u>ESF</u>
Depth to Cave in				<u>9'</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.									



Legend

- Denotes Boring Location (approximate)

Notes

I. Soil borings performed by Badger State Drilling in November 2015

SOIL BORING LOCATION PLAN

Fordem Avenue
Madison, Wisconsin

CDC, Inc.

DWN: -

APP'D: MNS

Date: 11/15

C15051-22



LOG OF TEST BORING

Project Fordem Avenue
700' North of Johnson, 12' West of Centerline
Location Madison, WI

Boring No. 6
Surface Elevation (ft)
Job No. C15051-22
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	LI
							6 in. Asphalt Pavement / 8 in. Base Course					
1		12	M	6			FILL: Loose, Gray Silty Sand with Occasional Cinders to 3 ft					
2		16	M/W	2			Very Loose Gray Sand to 6 ft (possible foundry sand)					
							Very Loose, Black Sedimentary to Fibrous PEAT, Trace Sand (PT)					
3		12	M	3			Medium Dense, Gray Fine SAND, Trace Silt (SP)		134.3			38.1
4		16	W	16			Medium Dense, Light Brown Sandy SILT to Silty Fine SAND (ML/SM)					
5		18	W	18								
							End Boring at 15 ft					
							Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

While Drilling ▽ 4.5' Upon Completion of Drilling 10.5'
Time After Drilling 10 min.
Depth to Water 8.5' ▽
Depth to Cave in 8.5'

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

GENERAL NOTES

Start 11/6/15 End 11/6/15
Driller BSD Chief MC Rig CME-55
Logger MG Editor ESF
Drill Method 2.25" HSA; Autohammer



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

6/23/2026

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 9807 FORDEM AVE – FIRST STREET RELIEF SEWER

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

Plans

- **COVER SHEET** - Update index to remove P2.
- **U-1** – Changed removed pipes to abandon with slurry.
- **U-2** – Changed removed pipes to abandon with slurry.

PROPOSAL

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

Action	Bid Item	Description
Update	20314	REMOVE PIPE (SANITARY) UNDISTRIBUTED
Update	20335	ABANDON SEWER PIPE WITH SLURRY
ADDED	90020	RELOCATE/REPAIR WATER LATERAL SERVICE (UNDISTRUBUTED)
ADDED	90036	CONSTRUCTION OBSERVER

SPECIAL PROVISIONS

- SECTION 107.12 RAILROAD-HIGHWAY GRADE SEPERATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, OPERATIONS ON RAILROAD RIGHT-OF-WAY.

Add two new superseding sections after the first paragraph of “**107.12(A) GENERAL**” for additional permit requirements for working within Canadian Pacific Railway Company (CPKC) (1894 E Johnson St.) Right of Way (ROW). They both will precede the second paragraph.

It shall be the responsibility of the Contractor to obtain a Right of Entry permit from CPKC for execution of the Issued Utility Permit as a condition of this contract. It shall be the responsibility of the Contractor to compensate the CPKC for the permit fees, and this compensation is considered incidental to this contract and relative bid items. This permit can be applied for at the website:

<https://jll-permitting.360works.com/login>.

CPKC may require a Construction Observer requirement as part of the conditions of the issued Utility Permit. Should this be required, it shall be the responsibility of the Contractor to compensate the CPKC Railroad for the Construction Observer requirements, and this compensation shall be paid for as BID ITEM 90036 – CONSTRUCTION OBSERVER.. Prior to any work within Railroad Right-of-Way, the Contractor shall provide to CPKC an estimate of the time required to perform necessary work within right-of-way. The Contractor shall pay all personnel costs consistent with railroad requirements and policies, which may require pre-payment by the Contractor to CPKC of estimated cost for compensation for a Construction Observer based on the estimated time required to perform all work right-of-way and the current rate of compensation charged by CPKC for a Construction Observer. In the event that the pre-paid amount for Construction Observer compensation exceeds the actual cost required for the compensation of the engineer person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the Construction Observer exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a Construction Observer, prior to any work continuing within right-of-way.

- SECTION 108.2 **PERMITS**

Add one new superseding section after the third paragraph for additional permit requirements for working within Canadian Pacific Railway Company (CPKC) (1894 E Johnson St.) Right of Way (ROW). This will precede the third paragraph.

The Contractor shall obtain a Right of Entry Permit from CPKC for work within CPKC property at 1894 E Johnson St. as a condition of the issued utility permit. This permit can be applied for at the website: <https://jll-permitting.360works.com/login>. Should CPKC require a Construction Observer during construction, it shall be the Contractor's responsibility to follow all Construction Observer requirements set forth by CPKC.

- **BID ITEM 20314 – REMOVE PIPE (SANITARY) UNDISTRIBUTED**

There is an undistributed amount of REMOVE PIPE included in this contract.

- **BID ITEM 90020 – RELOCATE/REPAIR WATER LATERAL SERVICE (UNDISTRUBUTED)**
Add a new section of the contract titled “**RELOCATE/REPAIR WATER LATERAL SERVICE (UNDISTRUBUTED)**”. The new section shall include the following text:

BID ITEM 90020 – RELOCATE/REPAIR WATER LATERAL SERVICE (UNDISTRUBUTED)

DESCRIPTION

This work shall include, but not be limited to, installation of vertical to go beneath or above the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. This work under this item shall also include the repair of any damaged due to construction activities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Any new piping shall appropriately match the existing size of the water services being offset. Prior to construction, all ULOs and any necessary redesigns shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

Contact Jeff Belshaw (jbelshaw@madisonwater.org. (608) 261-9835) for coordination if water

service relocation may be necessary.

This contract includes 1 additional undistributed RELOCATE/REPAIR WATER LATERAL SERVICE to be performed as directed by the City of Madison Construction Engineer.

METHOD OF MEASUREMENT

RELOCATE/REPAIR WATER LATERAL SERVICE shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

RELOCATE/REPAIR WATER LATERAL SERVICE shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including sub-base, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

- **BID ITEM 90036 – CONSTRUCTION OBSERVER**
Add a new section of the contract titled “**BID ITEM 90036 - CONSTRUCTION OBSERVER**”. The new section shall include the following text:

BID ITEM 90035 – CONSTRUCTION OBSERVER

DESCRIPTION

This work shall include scheduling/coordinating with Canadian Pacific Railway Company (CPKC) to schedule a Construction Observer to be present while working within the CPKC right-of-way as a condition of the utility permit. The contractor shall follow the stipulations listed in SECTION 107.12 - RAILROAD-HIGHWAY GRADE SEPERATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, OPERATIONS ON RAILROAD RIGHT-OF-WAY of this contract regarding the Construction Observer.

This item includes:

Mobilization/Demobilization for the Construction Observer - \$1500.00
8-hr day rate Construction Observer - \$1500.00/Day
Hourly rate for each hour beyond 8-hr shift - \$190/HR

METHOD OF MEASUREMENT

CONSTRUCTION OBSERVER shall be measured as a lump sum.

BASIS OF PAYMENT

CONSTRUCTION OBSERVER shall be paid for at the contract lump sum price which shall be full compensation for all coordination, Mobilization/Demobilization, daily and hourly rates.

- **BID ITEM 90051 – EXCAVATION AND HAULING OF CONTAMINATED SOIL (UNDISTRIBUTED)**
Add a new superseding section to “C Construction” in the contract documents for special item “**EXCAVATION AND HAULING OF CONTAMINATED SOIL (UNDISTRIBUTED)**” after the last paragraph under section “C Construction”.

In the event soils cannot be sufficiently dewatered for direct landfill disposal, the Madison Metropolitan Sewerage District dewatering beds may be used to dry soil before bringing it to the

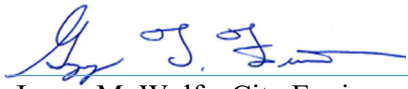
landfill. The City of Madison has conditional approval to use the drying beds for these soils. If the Contractor chooses to use the MMSD drying beds, all hauling, handling, drying and cleanup work at MMSD is included with this bid item.

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 website 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.

 For:
James M. Wolfe, City Engineer

CC:

Todd Chojnowski
City of Madison Engineering

Jim Wolfe
City of Madison Engineering

Mark Moder
City of Madison Engineering

Angela Wilcox-Hull
City of Madison Engineering

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.



Madison, Wisconsin

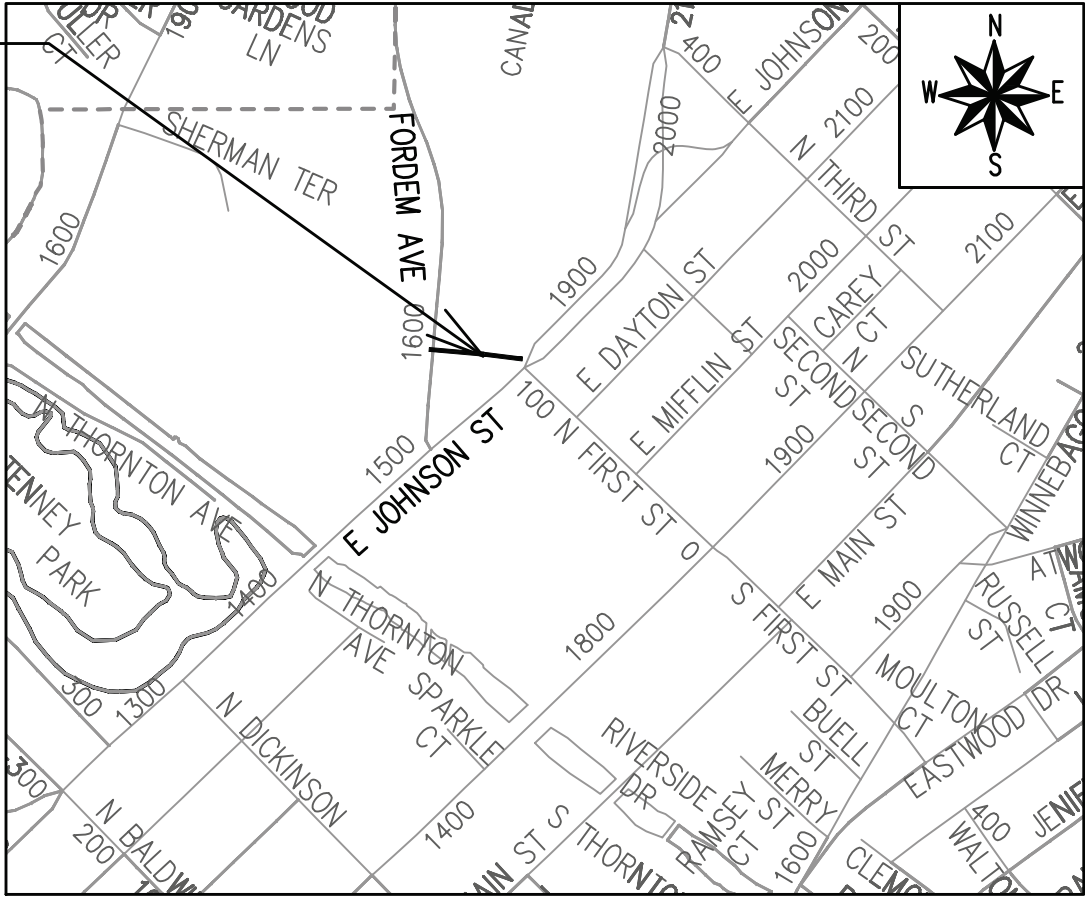
INDEX OF SHEETS

SHEET NO.	EC1	EROSION CONTROL PLAN
SHEET NO.	P1- P2	STREET PLAN
SHEET NO.	U1	SEWER PLAN & PROFILE
SHEET NO.	U2	SANITARY SEWER SCHEDULE
SHEET NO.	PM1	PAVEMENT MARKING PLAN
SHEET NO.	TC1-TC3	TRAFFIC CONTROL PLAN

CITY OF MADISON MAINTENANCE PLAN NOT REQUIRED

CITY PROJECT NO. 14922
CONTRACT NO. 9807

PROJECT
LOCATION



CONVENTIONAL SIGNS	
FIELD VERIFY ALL UTILITY LOCATIONS	
GAS	— G —
STORM SEWER	— ST —
SANITARY SEWER	— SN —
WATER	— W —
BURIED ELECTRIC	— E —
OVERHEAD ELECTRIC	— OH —
POWER POLE	
ADA COMPLIANT RAMP W/ DETECTABLE WARNING FIELD	
COMBUSTIBLE FLUIDS	

NOTES:

ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE
OF 0.50% TOWARD STORM SEWER INLETS.

SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1"
PER 12". SIDEWALK AND CURB RAMPS SHALL BE
CONSTRUCTED WITH A SIDE SLOPE OF 2.00%. SIDEWALK
SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF
0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00%
EXCEPT WHERE STREET GRADES EXCEED 5.00%.

ADDENDUM 1: TAC 6/23/2026
REPLACE SHEETS:
COVER, U1, & U2

CITY OF MADISON
CITY ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
PLAN OF PROPOSED IMPROVEMENT

FORDEM AVE - FIRST STREET RELIEF SEWER

PUBLIC IMPROVEMENT PROJECT
APPROVED

OCTOBER 28 , 2025

BY THE COMMON COUNCIL
OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN
APPROVED BY:

06/12/2026

City Engineer

Date

SANITARY SEWER
DESIGNED BY:



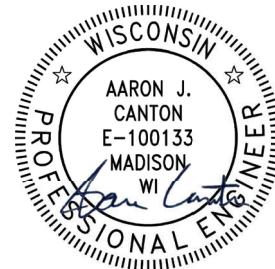
06/12/2026

PAVEMENT MARKING
DESIGNED BY:



06/12/2026

STREET
DESIGNED BY:



06/12/2026

TRAFFIC CONTROL
DESIGNED BY:



06/12/2026

PLOT SCALE: 1 IN=1 FT_XREF

PLOT NAME: ---

REV. DATE: 4/7/2026 3:08 PM

ORIGINATOR: CITY_OF_MADISON

SANITARY SEWER SCHEDULE

* ADDENDUM 1: TAC 6/23/2026

Fordem Ave - First Street	SHEET NO.
PROJECT NO. 14922	U-2
SANITARY SEWER SCHEDULE	
CITY OF MADISON	

U-2

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH (FT)	NOTES
FORDEM SANITARY						
SAS #1	3+55.32	CL	850.01	837.90	12.11	[1][2]
SAS #2	2+46.63	CL	851.00	838.21	12.79	[1][2][6]
SAS #3	0+24.95	CL	851.45	840.48	10.97	[1][2][6]

SANITARY STRUCTURE ABANDONMENTS

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
FORDEM SANITARY						
SAS 5541-006	2+84.32	RT-6.00	850.02	840.05	9.97	-

SANITARY STRUCTURE REMOVALS

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
FORDEM SANITARY						
SAS 5541-005	2+46.10	RT-6.02	850.69	840.12	10.57	-
SAS 5541-003	0+64.07	RT-5.95	851.94	840.51	11.43	-
SAS 5541-024	0+25.00	RT-5.98	851.41	840.66	10.75	-

SEWER ULOs (4 ADDITIONAL UNDISTRIBUTED ULOs INCLUDED)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
ULO-1	3+61.38	LT-0.94	MG&E ELETRIC		-
ULO-2	3+22.64	CL	ATC FIBER & LUMEN FIBER		-
ULO-3	3+19.28	CL	ATC ELETRIC		-
ULO-4	2+67.58	CL	CITY STORM		-
ULO-5	2+48.74	CL	AT&T FIBER		-
ULO-6	2+40.98	CL	1890 E JOHNSON WATER LATERAL		-
ULO-7	0+99.60	CL	MCI FIBER		-
ULO-8	0+93.56	CL	SPRINT FIBER & LUMEN FIBER		-
ULO-9	0+68.21	CL	AT&T & MCI FIBER		-
ULO-10	0+49.95	CL	12" WATER MAIN		-

SPECIFIC NOTES

- [1] INSTALL INTERNAL CHIMNEY SEAL IN CONFORMANCE WITH S.D.D. 5.7.17
- [2] EXTERNAL SAS WRAP AROUND BARREL JOINTS IN CONFORMANCE WITH S.D.D. 5.7.2
- [3] INSTALL COMPRESSION COUPLING
- [4] CONNECTION TO MMSD MANHOLE REQUIRES PERMIT FROM MMSD. CONTACT RAY SCHNEIDER @ RAYS@MADSEWER.ORG, 608.347.3628 SEVEN (7) DAYS PRIOR TO COMPLETING THE SEWER CONNECTION AND MANHOLE ADJUSTMENT WORK TO OBTAIN PERMITTING & SCHEDULE INSPECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF THE \$1,750 PERMIT FEE.
- [5] IF REQUIRED BY MMSD, MMSD MH01-003 IS A LINED MANHOLE (RAVEN 405 EPOXY COATING). REPAIR LINING COATING IN CONFORMANCE WITH MMSD REQUIREMENTS. PAID FOR IN BID ITEM #90035 (REPAIR MMSD MANHOLE LINER)
- [6] 5' DIAMETER SAS

STANDARD NOTES:

- '- ABBREVIATIONS: SAS = SEWER ACCESS STRUCTURE
- ALL STRUCTURES SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL . CONTACT TODD CHOJNOWSKI OF CITY ENGINEERING AT (608)266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO TCHOJNOWSKI@CITYOFMADISON.COM.

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
FORDEM SANITARY								
MH01-003	SAS #1	837.87	837.90	12	0.26%	21"	PS115, ASTM F679	[4][5]
SAS #1	SAS #2	837.95	838.21	109	0.24%	21"	PS115, ASTM F679	-
SAS #2	SAS #3	838.26	840.48	222	1.00%	21"	PS115, ASTM F679	-
SAS #3	STA 0+25.04, RT-8.48	840.85	840.93	8	0.93%	10"	SDR-35	[3]

SANITARY PIPES ABANDONMENTS

ABANDON FROM	ABANDON TO	TOTAL LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
FORDEM SANITARY						
MMSD MH01-003	SAS 5541-006	80	60	12"	CIPP-CI	SLURRY 2.3 CY
SAS 5541-005	SAS 5541-003	182	182	12"	CIPP-CI	SLURRY 5.3 CY
* SAS 5541-006	SAS 5541-005	38	38	12"	CIPP-CI	SLURRY 1.1 CY
* SAS 5541-006	SAS 5541-005	38	38	6"	VCP	SLURRY 0.3 CY
* SAS 5541-006	SAS 5541-005	38	38	6"	VCP	SLURRY 0.3 CY
* SAS 5541-003	SAS 5541-024	39	39	12"	CIPP-CI	SLURRY 1.1 CY

SANITARY PIPES REMOVALS

ABANDON FROM	ABANDON TO	TOTAL LGTH (FT)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
FORDEM SANITARY						
MMSD MH01-003	SAS #1	20	0	12"	CIPP-CI	-
* SAS 5541-006	SAS 5541-005	38	38	12"	CIPP-CI	-
* SAS 5541-006	SAS 5541-005	38	38	6"	VCP	-
* SAS 5541-006	SAS 5541-005	38	38	6"	VCP	-
* SAS 5541-003	SAS 5541-024	39	39	12"	CIPP-CI	-
SAS #4	SAS 5541-024	8	0	12"	PVC	-

SECTION E: BIDDERS ACKNOWLEDGEMENT

FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER CONTRACT NO. 9807

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 Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Beth

SIGNATURE

Vice President

TITLE, IF ANY

Sworn and subscribed to before me this

24 day of June, 2026.

Katie Lichte

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-06-27

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



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

Best Value Contracting

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

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

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

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

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

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

☐ Contractor has been in business less than one year.

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

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

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☐ CEMENT MASON / CONCRETE FINISHER

☐ CEMENT MASON (HEAVY HIGHWAY)

☒ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

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

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

**FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER
CONTRACT NO. 9807**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202 Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: dustin@speedwaysg.com/ Vice President

Prime Bidder Certification

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

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


Witness Signature


Bidder's Signature

06/25/2026
Date

**FORDEM AVENUE - FIRST STREET RELIEF SANITARY SEWER
CONTRACT NO. 9807**

Small Business Enterprise Compliance Report

Summary Sheet

SBE SubContractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Schlobohm Trucking	Trucking	1 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>1</u> %

SBE SubContractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		<u> </u> % x 0.6 = <u> </u> % (discounted to 60%)

Total Percentage of SBE Utilization: 1 %.

Fordem Avenue - First Street Relief Sanitary Sewer

CONTRACT NO. 9807

DATE: 6/25/2026

**Speedway
Sand &
Gravel, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$10,000.00	\$10,000.00
10714 - TEMPORARY SIDEWALK ACCESS - EACH	1.00	\$1,500.00	\$1,500.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	21.00	\$40.00	\$840.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$33,000.00	\$33,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$283,125.00	\$283,125.00
20101 - EXCAVATION CUT - C.Y.	80.00	\$44.00	\$3,520.00
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - S.Y.	95.00	\$4.00	\$380.00
20217 - CLEAR STONE - TON	300.00	\$19.25	\$5,775.00
20221 - TOPSOIL - S.Y.	400.00	\$13.30	\$5,320.00
20301 - SAWCUT CONCRETE PAVEMENT - L.F.	80.00	\$5.55	\$444.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	100.00	\$4.44	\$444.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	3.00	\$987.00	\$2,961.00
20314 - REMOVE PIPE (SANITARY)UNDISTRIBUTED - L.F.	50.00	\$60.00	\$3,000.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	70.00	\$6.54	\$457.80
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	90.00	\$7.55	\$679.50
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	450.00	\$3.45	\$1,552.50
20331 - ABANDON SEWER ACCESS STRUCTURE - EACH	1.00	\$765.00	\$765.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	10.40	\$742.50	\$7,722.00
20336 - PIPE PLUG (SANITARY) (UNDISTRIBUTED) - EACH	5.00	\$310.00	\$1,550.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$1,205.00	\$1,205.00
20701 - TERRACE SEEDING - S.Y.	400.00	\$1.25	\$500.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$555.00	\$1,110.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,456.00	\$3,456.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	300.00	\$5.00	\$1,500.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	300.00	\$2.00	\$600.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	8.00	\$250.00	\$2,000.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	8.00	\$100.00	\$800.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	8.00	\$50.00	\$400.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	400.00	\$1.75	\$700.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	90.00	\$44.00	\$3,960.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	175.00	\$11.10	\$1,942.50
30304 - 7 INCH CONCRETE SIDEWALK - S.F.	375.00	\$12.30	\$4,612.50
40101 - CRUSHED AGGREGATE BASE COURSE, GRADE NO. 1 - TON	80.00	\$27.00	\$2,160.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADE NO. 2 - TON	90.00	\$23.50	\$2,115.00
40203 - HMA PAVEMENT, 3 MT 58-28 S - TON	40.00	\$207.50	\$8,300.00
40205 - HMA PAVEMENT, 4 MT 58-28 S - TON	40.00	\$210.25	\$8,410.00
40218 - TACK COAT - GAL	30.00	\$3.00	\$90.00
40301 - FULL WIDTH GRINDING - S.Y.	150.00	\$37.00	\$5,550.00
40402 - 9 INCH CONCRETE PAVEMENT - S.Y.	70.00	\$146.00	\$10,220.00

Fordem Avenue - First Street Relief Sanitary Sewer

CONTRACT NO. 9807

DATE: 6/25/2026

**Speedway
Sand &
Gravel, Inc.**

Item	Quantity	Price	Extension
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$2,850.00	\$2,850.00
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$212,000.00	\$212,000.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	351.00	\$0.01	\$3.51
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	25.00	\$232.00	\$5,800.00
50302 - 10 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	8.00	\$314.75	\$2,518.00
50306 - 21 INCH PVC SEWER PIPE (PS115, ASTM F679) - L.F.	343.00	\$661.85	\$227,014.55
50359 - COMPRESSION COUPLING - EACH	1.00	\$275.00	\$275.00
50404 - UNDERCUT FOR SANITARY SEWER (UNDISTRIBUTED) - C.Y.	48.00	\$222.00	\$10,656.00
50701 - 4' DIA SANITARY SAS - EACH	1.00	\$9,060.00	\$9,060.00
50702 - 5' DIA SANITARY SAS - EACH	2.00	\$14,755.00	\$29,510.00
50771 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$615.00	\$1,845.00
50791 - SANITARY SEWER TAP - EACH	3.00	\$1,891.00	\$5,673.00
50797 - EXTERNAL SEWER ACCESS STRUCTURES JOINT SEAL - EACH	3.00	\$1,600.00	\$4,800.00
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	15.00	\$1,280.00	\$19,200.00
60800 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	60.00	\$30.00	\$1,800.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	250.00	\$4.50	\$1,125.00
60824 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE STRAIGHT ARROW - EACH	1.00	\$225.00	\$225.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$225.00	\$225.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	1.00	\$225.00	\$225.00
90001 - TEMPORARY STREET RESTORATION - S.Y.	265.00	\$45.00	\$11,925.00
90010 - REMOVE, SALVAGE, REINSTALL FENCING - L.F.	50.00	\$20.00	\$1,000.00
90020 - RELOCATE/REPAIR WATER LATERAL SERVICE (UNDISTRUBUTED) - EACH	1.00	\$950.00	\$950.00
90031 - BORE & JACK CASING - L.F.	252.00	\$3,504.00	\$883,008.00
90032 - STORMWATER CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$25,000.00	\$25,000.00
90033 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$19,200.00	\$19,200.00
90034 - TEMPORARY SHORING (UNDISTRIBUTED) - LUMP SUM	1.00	\$92,000.00	\$92,000.00
90035 - REPAIR MMSD MANHOLE LINER (UNDISTRIBUTED) - EACH	1.00	\$3,750.00	\$3,750.00
90036 - CONSTRUCTION OBSERVER - LUMP SUM	1.00	\$20,000.00	\$20,000.00
90051 - EXCAVATION AND HAULING OF CONTAMINATED SOIL (UNDISTRIBUTED) - TON	2100.00	\$32.00	\$67,200.00
69 Items	Totals		\$2,082,004.86



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

Speedway Sand & Gravel Inc.

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

a corporation of the State of Illinois (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 January 31, 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

Speedway Sand & Gravel Inc.

COMPANY NAME

AFFIX SEAL

DATE

Dec 4, 2025

By:

Janice Ryan
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

November 5, 2025

DATE

By:

Nicole Stillings
SIGNATURE AND TITLE

Nicole Stillings, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 26 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 5, 2025

DATE

AGENT SIGNATURE

Nicole Stillings
Nicole Stillings

Holmes, Murphy and Associates, LLC

1818 Parmenter Street, Suite 240

ADDRESS

Middleton, WI 53562

CITY, STATE AND ZIP CODE

(612) 349-2400

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

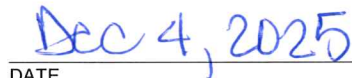
TIME PERIOD- VALID (FROM/TO)	
FROM: February 1, 2026	TO: January 31, 2028
NAME OF SURETY	
Fidelity and Deposit Company of Maryland	
NAME OF CONTRACTOR	
Speedway Sand & Gravel Inc.	
CERTIFICATE HOLDER	
City of Madison, Wisconsin	

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE


DATE

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



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

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of November, 2025.



Mary Jean Pethick
Vice President

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

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of August in the year Two Thousand and Twenty Six between **Speedway Sand & Gravel, Inc.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Jul 21, 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:

Fordem Avenue - First Street Relief Sanitary Sewer CONTRACT NO. 9807

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 **TWO MILLION EIGHTY TWO THOUSAND FOUR AND 86/100 (\$2,082,004.86)** 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.

Fordem Avenue - First Street Relief Sanitary Sewer

CONTRACT NO. 9807

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

Countersigned:

Speedway Sand & Gravel, Inc.

Company Name

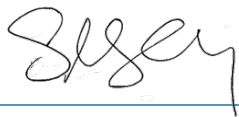
 July 22, 2026
Witness Date

 July 22, 2026
VPresident Date

 July 22, 2026
Witness Date

 July 22, 2026
Secretary Date

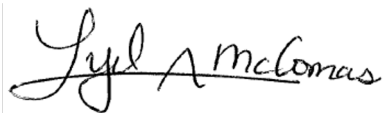
CITY OF MADISON



Satya Rhodes-Conway, Mayor

08/06/2026

Date



Lydia A. McComas, City Clerk

07/30/2026

Date

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

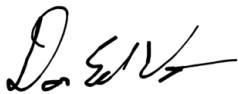


David P. Schmiedicke, Finance Director

07/31/2026

Date

Approved as to form:



for Michael Haas, City Attorney

08/06/2026

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES-26-00415, ID No. 93775, adopted by the Common Council of the City of Madison on July 21, 2026.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **Speedway Sand & Gravel, Inc.** as principal, and
Fidelity and Deposit Company of Maryland Company of
Schaumburg, IL as surety, are held and firmly bound unto the City of Madison,
 Wisconsin, in the sum of **TWO MILLION EIGHTY TWO THOUSAND FOUR AND 86/100**
(\$2,082,004.86) 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:

Fordem Avenue - First Street Relief Sanitary Sewer
CONTRACT NO. 9807

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 22nd day of July, 2026

Countersigned:

Speedway Sand & Gravel, Inc.

Company Name (Principal)

[Signature]
 Witness

[Signature]
 V. President Seal

[Signature]
 Secretary

Fidelity and Deposit Company of Maryland

Surety

☒ Salary Employee ☐ Commission

By [Signature]

Attorney-in-Fact Nicole Stillings



This certifies that I have been duly licensed as an agent for the above company in
 Wisconsin under National Producer Number 6966174 for the year 2026, and
 appointed as attorney-in-fact with authority to execute this payment and
 performance bond which power of attorney has not been revoked.

July 22, 2026

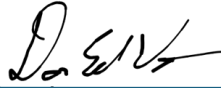
Date

[Signature]
 Agent Signature

The foregoing Bond has been approved as to form:

08/06/2026

Date

A handwritten signature in black ink, appearing to be "D. Smith", written over a horizontal line.

for City Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



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

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of July, 2026.



Mary Jean Pethick
Vice President

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

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

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