

# **PROJECT MANUAL**

For

## **Project 2025 - 1 – ARIP Funded**

**Agricultural Road Improvement Program (ARIP)**

**CTH ET – STH 21**

**Formica Road Estate Road and Essex Avenue**

**Towns of LaGrange & Byron**

**Monroe County**

Prepared For:

**Town of La Grange  
9774 Elan Road  
Tomah, WI 54660**

**Town of Byron  
12850 CTH N  
Tomah, WI 54660**

Prepared by:



January 2026

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ADVERTISEMENT FOR BIDS

Project ID 2025 - 1 – ARIP Funding

Agricultural Road Improvement Program (ARIP)  
CTH ET – STH 21  
Formica Road Estate Road and Essex Avenue  
Towns of LaGrange & Byron  
Monroe County

Sealed bids will be received by Mead & Hunt, Inc. at 750 North 3<sup>rd</sup> Street, Suite E, La Crosse, WI 54601, until **1:00 p.m. local time on Tuesday, February 17<sup>th</sup>, 2026.**

The project consists of the following major quantity:

Geotextile Type SAS: 46,110 Square Yards  
Base Aggregate Dense 1 ¼-Inch: 43,910 Ton  
Asphaltic Surface: 10,671 Ton  
Excavation Common: 13,931 Cubic Yards

Project plans, specifications and bidding documents may be obtained from the office of Mead & Hunt, Inc., 750 N. Third Street, La Crosse, WI 54601 by contacting them at (608) 433-7048 or email [jay.wheaton@meadhunt.com](mailto:jay.wheaton@meadhunt.com).

Project specifications and bidding documents may be viewed on the Town of La Grange webpage at [www.townoflagrangemcwi.gov](http://www.townoflagrangemcwi.gov).

The OWNER reserves the right to accept or reject any bids.

Before awarding the contract, the OWNER reserves the right to request proof of responsibility and qualifications, and a letter from the CONTRACTOR stating he or she is an equal opportunity employer.

No bid shall be withdrawn after the opening of bids without the consent of the OWNER for a period of ninety (90) days after the scheduled time of receiving bids.

All bids must be submitted on the proposal forms (or photocopy) furnished and enclosed in an envelope bearing the name of the particular contractor and be clearly marked “**Proposal for Towns of LaGrange & Byron ARIP Roadway Project CTH ET – STH 21**” and shall be submitted to Mead & Hunt, Inc. 750 North 3<sup>rd</sup> Street, Suite E, La Crosse, WI by **1:00 P.M, LOCAL TIME, ON TUESDAY FEBRUARY 17, 2026.** Each bidder must deposit, with his bid, security in the amount of 5 percent of his bid in accordance with the conditions provided in the Instructions to Bidders.

By order of the Town of LaGrange Board and the Town of Byron Board.

Brendan Smith  
Town Chairman  
Town of LaGrange

Allen Bernhardt  
Town Chairman  
Town of Byron

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received by Mead & Hunt, Inc. (hereinafter called the ENGINEER) on behalf of the Towns of La Grange and Byron (hereinafter called the OWNER), at the Mead & Hunt Office 750 North 3<sup>rd</sup> Street, Suite E, La Crosse, WI, 54601 until **1:00 p.m. local time on Tuesday February 17<sup>th</sup>, 2026**, for construction of the proposed project. Bids shall be addressed to Mead & Hunt, Inc. and shall be marked **Proposal for Towns of LaGrange & Byron ARIP Roadway Project CTH ET – STH 21**.

Bids will be opened and reviewed, at the Mead & Hunt Office located at 750 North 3<sup>rd</sup> Street Suite E, La Crosse, WI 54601 at the time that bids are due.

Bidders are requested to submit their bids in accordance with the following conditions.

### PROPOSAL

All proposals are to be made on the forms herein provided. Prices are to be stated by the use of figures. Only proposals which are made out on the original forms attached hereto will be considered. Proposal forms must not be separated from the specifications.

Bidders shall examine the plans, specifications, and the locality in which the said work is to be done and judge for themselves all the circumstances and surrounding conditions affecting the cost and nature of the work. Failure on the part of any bidder to make such examination and to investigate the premises shall not be grounds for any declaration that bidder did not understand the conditions of this Proposal.

In case of conflict between a unit bid price and the corresponding total, or the absence of a total, the unit bid price shall govern.

### DELIVERY OF BIDS

Each bid shall be placed in a sealed envelope. Envelopes shall be addressed to ENGINEER at the location indicated above and are to be marked as shown in the Advertisement for Bids. Proposals will be received until the hour and date set as stated in the Advertisement For Bids and must be by that time in the hands of the ENGINEER at the required location.

### WITHDRAWAL OF BIDS

A bidder may withdraw his proposal, providing the request, in writing, is in the hands of the ENGINEER by the time set for opening proposals. When such a proposal is reached, it will be returned unopened to the bidder. No bids shall be withdrawn after the opening of bids for the period state in the proposals.

### REJECTION OF BIDS

The OWNER reserves the right to reject any or all bids or to waive any technicality and accept any bid which may be deemed to be in the best interests of the OWNER.

### BASIS ON WHICH BIDS ARE REQUESTED

Bids are requested on the basis of unit prices.

### BASIS ON WHICH BIDS WILL BE EVALUATED

Bids will be evaluated on the basis of bid items and the total cost.

### BID GUARANTEES

No proposal will be considered unless accompanied by a bid deposit in the amount stated in the Advertisement in the form of a Bid Bond, Certified Check or Bank Draft. All forms of bid guarantee shall be made payable to the OWNER.

The bid deposit of unsuccessful bidders will be returned following action by the OWNER on the award of contract and to successful bidder within 48 hours following execution of contract and bonds as required. In case the successful bidder fails to file such contract and bonds, the amount of his bid deposit shall be forfeited to the OWNER as liquidated damages.

### BIDDER'S RESPONSIBILITY

Bidders are required to inform themselves of the conditions under which the work is to be performed and all other relevant matters concerning the work to be performed. The bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves because of their failure to have so informed themselves prior to the bidding.

### INTERPRETATION OF CONTRACT DOCUMENTS

If the prospective bidder is in doubt as to the true meaning of any part of the specifications or other proposed contract document, he may submit to OWNER a written request for an interpretation thereof. Any interpretation of the proposed documents will be made only by an addendum duly issued.

### REQUIREMENT FOR SIGNING BIDS

Bids which are not signed by individuals making them shall have attached thereto a power of attorney with authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney extending authority to sign the bid, executed by the partners.

Bids signed for a corporation shall have the correct corporate name thereon and the signature of the president or authorized officer of the corporation manually written below the corporate name. Any bid manually signed by an official other than the president of the corporation shall have attached to it a certified copy of a resolution of the Board of Directors directing authority of such official to sign the bid. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

## AWARD OF CONTRACT

Before award of any contract can be approved, the OWNER shall be satisfied that the bidder involved:

1. Maintains a permanent place of business
2. Had adequate plant equipment to do the work properly and expeditiously
3. Has a suitable financial status to meet obligations incident to the work
4. Has appropriate technical experience
5. Can submit a satisfactory performance record

The award, if made, will be made to a responsible bidder as recommended by the ENGINEER, subject to the decision of the OWNER.

## WHEN AWARD EFFECTUAL

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the awardee (i.e. the bidder to whom the OWNER intends awarding the contract) by an officer or agent of the OWNER duly authorized to give such notice.

## NUMBER OF COPIES OF DOCUMENTS

There will be required three (3) executed counterparts of the Contract Documents, Performance Bond and Payment Bond.

## BONDS

The successful bidder will be required to execute a Performance Bond and a Payment Bond, the penalty of which shall not be less than the contract price, on the form attached, with good and sufficient sureties satisfactory to the OWNER. The penal amounts of Performance Bond and the Payment Bond for any contract will be determined by the total base bid as stated in the Proposal and Contract.

1. The forms of Performance Bond and Payment Bond attached hereto shall be used.
2. The forms contemplate one corporate surety only. In case co-sureties or individual sureties will be furnished, proper forms therefore shall be obtained at the office of Mead & Hunt, Inc., Consulting Engineers.
3. Every bond must run to the OWNER.
4. The surety on the bonds shall be licensed to underwrite contracts in the State of Wisconsin and a certificate to that effect shall be attached to the bond.
5. If principal is an individual, his full legal name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature on the line opposite the scroll seal.
6. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners comprising a firm, naming it and all the members of the firm shall execute the bond as individuals.

7. The signature of a witness shall appear in the appropriate place attesting the signature of each individual party to the bond.
8. If the principal is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond and said instrument shall be executed and attested under the corporate seal as indicated on the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by surety.
9. The date of the bond must not be prior to the date of the proposal for which it is given.
10. A power of attorney, authorizing execution of the bond by an attorney-in-fact or agent, shall be attached to one executed counterpart of the bond.
11. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

#### STANDARD SPECIFICATIONS

State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2025 Edition.

#### TIME OF COMPLETION

Project time for this contract is a completion date by **6 P.M. Friday, September 4<sup>th</sup>, 2026**

#### FAILURE TO COMPLETE WORK ON TIME

Should the CONTRACTOR fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due CONTRACTOR the sum set forth in the proposals for each and every calendar day, including Sundays and holiday, that the work shall remain uncompleted. This sum shall be considered and treated, not as a penalty, but as fixed, agreed upon and liquidated damages due to the OWNER from the CONTRACTOR by reason of inconvenience to the OWNER, added costs of engineering and supervision, maintenance of detours and other items which have caused and expenditure of OWNER's funds resulting from CONTRACTOR's failure to complete the work within the time specified in the contract:

Liquidated damages shall in no event be considered as a penalty or otherwise than as liquidated and adjusted damages of OWNER because of said delay and may be deducted and retained out of monies which may become due the CONTRACTOR.

### ADDENDA AND INTERPRETATIONS

Oral interpretation of the meaning of plans, specifications or other contract documents made to any bidder will not be binding. **Every request for such interpretation must be in writing, addressed to Mead & Hunt, Inc., 750 North 3<sup>rd</sup> Street, La Crosse, WI 54601 attention Jay Wheaton, PE. To be given consideration, such request must be received at least three (3) working days prior to the date fixed for opening bids.** Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be sent by electronic mail to all prospective bidders at the respective addresses furnished by each bidder for such purpose, not later than two (2) working days prior to the date fixed for opening of bids. All Addenda so issued shall become part of the Contract Documents.

### CONSTRUCTION SCHEDULE

Immediately after execution and delivery of Contract and before first partial payment is made, CONTRACTOR shall coordinate his estimated construction progress schedules and shall assemble and incorporate schedules into a single schedule, which shall be delivered to ENGINEER.

### NON-DISCRIMINATION IN EMPLOYMENT

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as material breach of this Agreement.

### LIEN WAIVER

Upon satisfactory completion of the work and before final payment is made, the CONTRACTOR shall submit to the OWNER a Settlement Certification Form stating that all claims against the Project have been satisfied.

-- END OF SECTION --



PROPOSAL

Project 2025-1 – ARIP Funded

Agricultural Road Improvement Program (ARIP)  
CTH ET – STH 21  
Formica Road Estate Road and Essex Avenue  
Towns of LaGrange & Byron  
Monroe County

Bids will be received until **Tuesday February 17<sup>th</sup>, 2026, at 1:00 pm CDT.**

To Mead & Hunt, Inc. (on behalf of the Towns of LaGrange and Byron)  
750 North 3<sup>rd</sup> Street, Suite E  
La Crosse, WI 54601

1. The undersigned, having familiarized themselves with the Contract Documents including Advertisement for Bids, Instructions to Bidders, Form of Proposal, General Conditions, Form of Contract, Form of Bond, Specifications, Addenda and Exhibits issued and attached to the specifications and hereby proposes to furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all in accordance with the plans and specifications as prepared by Mead & Hunt, Inc., including addenda issued thereto.
2. The undersigned agrees to hold this proposal open for 90 days after the bid opening.
3. The following addenda have been received and are acknowledged in this bid.

Addendum No. _____	Date _____, 20____
Addendum No. _____	Date _____, 20____
Addendum No. _____	Date _____, 20____
Addendum No. _____	Date _____, 20____
Addendum No. _____	Date _____, 20____

4. Completion Time

Contract completion date will be **6 P.M. Friday, September 4<sup>th</sup>, 2026**

5. Liquidated Damages.

The dollar amount for liquidated damages sustained by the Owner shall be as follows:

Substantial completion: 0.1% of the amount of the original contract or \$2,000 per day, whichever is greater.

Final completion: 0.1% of the amount of the original contract or \$2,000 per day, whichever is greater.

6. In the event that there is a conflict between the proposals and the specifications on the type of unit price, these proposals shall govern.

7. The Bidder agrees to perform all the work described in the Contract Documents for the following unit prices:

### SCHEDULE OF PRICES

Agricultural Road Improvement Program (ARIP)  
 CTH ET – STH 21  
 Formica Road Estate Road and Essex Avenue  
 Towns of LaGrange & Byron  
 Monroe County

Item No.	Item Description	Quantity	Unit	Unit Price
201.0105	Clearing	21	\$ _____ /STA	\$ _____
201.0205	Grubbing	21	\$ _____ /STA	\$ _____
203.0100	Removing Small Pipe Culverts	17	\$ _____ /EACH	\$ _____
204.0150	Removing Curb & Gutter	8	\$ _____ /LF	\$ _____
205.0100	Excavation Common	13,931	\$ _____ /CY	\$ _____
208.0100	Borrow	482	\$ _____ /CY	\$ _____
213.0100	Finishing Roadway (2025-1)	1	\$ _____ /EACH	\$ _____
305.0110	Base Aggregate Dense ¾-Inch	2,510	\$ _____ /TON	\$ _____
305.0120	Base Aggregate Dense 1 ¼-Inch	43,910	\$ _____ /TON	\$ _____
455.0605	Tack Coat	2,665	\$ _____ /GAL	\$ _____
465.0105	Asphaltic Surface	10,671	\$ _____ /TON	\$ _____
465.0120	Asphaltic Surface Driveways & Field Entrances	242	\$ _____ /TON	\$ _____

521.1515	Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1	14	\$ _____ /EACH	\$ _____
522.0424	Culvert Pipe Reinforced Concrete Class IV 24-Inch	42	\$ _____ /LF	\$ _____
522.1024	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2	\$ _____ /EACH	\$ _____
522.2314	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 14x23-Inch	36	\$ _____ /LF	\$ _____
522.2414	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	144	\$ _____ /LF	\$ _____
522.2419	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	110	\$ _____ /LF	\$ _____
522.2429	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE IV29x45-Inch	80	\$ _____ /LF	\$ _____
522.2614	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	10	\$ _____ /EACH	\$ _____
522.2619	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	6	\$ _____ /EACH	\$ _____
522.2629	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	4	\$ _____ /EACH	\$ _____
530.0115	Culvert Pipe Corrugated Polyethylene 15-Inch	332	\$ _____ /LF	\$ _____
601.0557	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	435	\$ _____ /LF	\$ _____
602.3010	Concrete Surface Drains	8	\$ _____ /CY	\$ _____
606.0200	Riprap Medium	16	\$ _____ /CY	\$ _____
619.1000	Mobilization	1	\$ _____ /EACH	\$ _____
624.0100	Water	930	\$ _____ /MGAL	\$ _____

625.0500	Salvaged Topsoil	38,000	\$ _____ /SY	\$ _____
627.0200	Mulching	25,000	\$ _____ /SY	\$ _____
628.1504	Silt Fence	7,950	\$ _____ /LF	\$ _____
628.1520	Silt Fence Maintenance	15,900	\$ _____ /LF	\$ _____
628.1905	Mobilization Erosion Control	6	\$ _____ /EACH	\$ _____
628.1910	Mobilization Emergency Erosion Control	3	\$ _____ /EACH	\$ _____
628.2006	Erosion Mat Urban Class I Type A	12,800	\$ _____ /SY	\$ _____
628.7504	Temporary Ditch Checks	1,600	\$ _____ /LF	\$ _____
628.7555	Culvert Pipe Checks	72	\$ _____ /EACH	\$ _____
629.0210	Fertilizer Type B	35	\$ _____ /CWT	\$ _____
630.0120	Seeding Mixture No. 20	1,700	\$ _____ /LB	\$ _____
630.0140	Seeding Mixture No. 40	740	\$ _____ /LB	\$ _____
630.0200	Seeding Temporary	1,470	\$ _____ /LB	\$ _____
630.0500	Seed Water	1,220	\$ _____ /MGAL	\$ _____
633.5200	Markers Culvert End	20	\$ _____ /EACH	\$ _____
634.0614	Posts Wood 4X6-Inch 14-FT	5	\$ _____ /EACH	\$ _____

634.0616	Posts Wood 4x6-Inch 16-FT	20	\$ _____ /EACH	\$ _____
634.0618	Posts Wood 4x6-Inch 18-FT	6	\$ _____ /EACH	\$ _____
637.2210	Signs Type II Reflective H	83.29	\$ _____ /SF	\$ _____
637.2230	Signs Type II Reflective F	147.5	\$ _____ /SF	\$ _____
638.2102	Moving Signs Type II	4	\$ _____ /EACH	\$ _____
638.2602	Removing Signs Type II	15	\$ _____ /EACH	\$ _____
638.3000	Removing Small Sign Supports	16	\$ _____ /EACH	\$ _____
643.0300	Traffic Control Drums	24,500	\$ _____ /DAY	\$ _____
643.0420	Traffic Control Barricades Type III	2,500	\$ _____ /DAY	\$ _____
643.0705	Traffic Control Warning Lights Type A	5,000	\$ _____ /DAY	\$ _____
643.0900	Traffic Control Signs	5,600	\$ _____ /DAY	\$ _____
643.5000	Traffic Control (Project)	1	\$ _____ /EACH	\$ _____
645.0120	Geotextile Fabric Type HR	31	\$ _____ /SY	\$ _____
645.0140	Geotextile Fabric Type SAS	46,110	\$ _____ /SY	\$ _____
646.1020	Marking Line Epoxy 4-Inch	54,640	\$ _____ /LF	\$ _____
650.4500	Construction Staking Subgrade	13,690	\$ _____ /LF	\$ _____

650.5000	Construction Staking Base	13,690	\$ _____ /LF	\$ _____
650.5500	Construction Staking Curb Gutter and Curb & Gutter	924	\$ _____ /LF	\$ _____
650.6000	Construction Staking Pipe Culverts	10	\$ _____ /EACH	\$ _____
650.9911	Construction Staking Supplemental Control (Project)	1	\$ _____ /EACH	\$ _____
650.9920	Construction Staking Slope Stakes	13,690	\$ _____ /LF	\$ _____
690.0150	Sawing Asphalt	883	\$ _____ /LF	\$ _____
690.0250	Sawing Concrete	3	\$ _____ /LF	\$ _____
801.0117	Railroad Flagger Reimbursement	1	\$ _____ /DOL	\$ _____
SPV.0060.01	Special 01. Verify and Replace Landmark Reference Monuments	2	\$ _____ /EACH	\$ _____
SPV.0060.02	Special 02. Remove and Reset Mailboxes	14	\$ _____ /EACH	\$ _____
SPV.0060.03	Special 03. Temporary Mailbox Station	2	\$ _____ /EACH	\$ _____
SPV.0090.01	Special 01. Concrete Ribbon Curb	669	\$ _____ /LF	\$ _____

**TOTAL:**     \$ \_\_\_\_\_

Contractor shall list all subcontractors including the name, address, telephone number, contact person, description of work, and dollar value of work.

**Subcontractor**

Name: \_\_\_\_\_

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

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

Description: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Subcontractor**

Name: \_\_\_\_\_

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

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

Description: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Subcontractor**

Name: \_\_\_\_\_

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

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

Description: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Subcontractor**

Name: \_\_\_\_\_

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

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

Description: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**The Owner reserves the right to accept or reject any subcontractor.**

8. Accompanying this Proposal is \_\_\_\_\_  
(certified check, bond, bank draft)

in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_),  
as required by the Advertisement for Bids.

9. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_  
\_\_\_\_\_  
(name & address of corporation, partnership or person submitting same)

a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership  
consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_  
\_\_\_\_\_, 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 full authority to make  
such statements and submit this Proposal in (its)(their) behalf; and that the said statements are  
true and correct.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn & subscribed to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public or other officer  
authorized to administer oaths.

My commission expires \_\_\_\_\_

NOTE: Bidders should not add any conditions or qualifying statements to the Proposal, as  
otherwise the Proposal may be declared irregular as being not responsive to the Advertisement.

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## SPECIAL PROVISIONS

Project ID 2025-1 – ARIP Funded

Agricultural Road Improvement Program (ARIP)  
CTH ET – STH 21  
Formica Road Estate Road and Essex Avenue  
Towns of LaGrange & Byron  
Monroe County

This section contains an explanation of bid items contained in this bid proposal and supersedes the Standard Specifications if conflicts arise.

This section modifies and supersedes the Standard Specifications. All specifications not amended or supplemented shall stand as stated.

This Contract includes all plan sheets within the plan set issued with the contract documents.

The Contractor shall attend a pre-construction meeting with the Engineer and representatives from the Towns of LaGrange and Byron prior to initiating work on the project. The contractor shall provide a construction schedule, a list of contact numbers for themselves and all sub-contractors and a project schedule prior to the meeting. The schedule will be reviewed by the Engineer prior to beginning the work.

The Contractor will be responsible for locating and protecting all underground utilities for this project. Repair of underground utilities damaged during construction shall be the responsibility of the Contractor.

The contractor shall maintain an updated construction schedule throughout the project and provide a copy of the updated schedule to the Engineer. The Contractor shall provide a representative to inform residents of the anticipated schedule and impacts to driveways and access. The Owner will assist in contacting residents, but the Contractor shall coordinate this effort.

The Contractor will be responsible for providing slopes stakes as needed. The Contractor shall give the Engineer a 48-hour notice prior to performing work. The Engineer and/or Owner will not be supplying 3-D modeling for the project. The Contractor can create a 3-D model using the plan, however, conventional staking methods will be used to verify the accuracy of the 3-D model.

### **1. General.**

Perform the work under this construction contract for, Project 2025-1 – ARIP Funded, Agricultural Road Improvement Program (ARIP), CTH ET – STH 21, Formica Road Estate Road and Essex Avenue, Towns of LaGrange & Byron, Monroe County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition and these special provisions.

## 2. Scope of Work.

Work under this contract shall consist of Excavation Common, Excavation Borrow, Geotextile Fabric Type SAS, Base Aggregate Dense, Concrete Curb and Gutter, Asphalt Items, Culvert pipes, Erosion Control, Signing, Pavement Marking, Landscaping items and all incidental items and mobilizations necessary to complete the work as shown on the plans and included in the proposal and contract.

## 3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

At the time of bidding, the WisDNR 401 Permit and US Army Corps of Engineers 404 Permit are still in the approval process. Based on ongoing communications with these agencies, these permits are expected to be approved in late March 2026. **Due to this, a Notice to Proceed is not expected to be issued until April 1, 2026.**

To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

### General

Access to business entrances, private entrances and agricultural fields shall be maintained at all times throughout construction.

Complete tree clearing operations for the entire project limits prior to April 14, 2026.

Work operations for the project must be completed in three (3) separate stages to minimize impacts during construction.

**Stage 1:** STA 100+25 to STA 157+25 (Formica Road) and STA 200+00 to STA 226+00 (Estate Road).

**Stage 2:** STA 226+00 to STA 281+75 (Estate and Essex Avenue).

**Stage 3:** Concrete Curb and Gutter, Asphaltic Paving and any remaining items to complete the work.

At a minimum, the following activities must be completed to the satisfaction of the engineer prior to moving to the next stage; erosion control, common and borrow excavation, installation of new culvert pipes, geotextile fabric, base aggregate dense 1 ¼-Inch, salvaged topsoil and landscaping items.

## 4. Traffic.

The contractor shall conduct his operations in a manner that will cause the least interference to traffic movements. The minimum number of vehicles of the contractor, his suppliers, and his employees necessary for the prosecution of the work shall be permitted to park at the various work sites for the minimum time necessary for the performance of the work.

During nighttime hours, no equipment or materials shall be parked or stored within 12 feet of the near edge of the shoulder being used during the actual performance of the work and shall not be parked or stored within the right-of-way unless otherwise approved by the engineer.

Both lanes of Formica Road, Estate Road and Essex Ave shall be reopened to vehicular traffic at the end of each day with a minimum roadway width of 20-feet prior to and during nighttime hours.

Maintain local access to all sideroads, businesses and residences at all times. Maintain emergency access to the project area at all times. Keep all private entrances and field entrances accessible at all times, unless written permission is obtained from the property owner 48 hours in advance of closing the access.

Construction operations shall be conducted in such a manner as to provide access to emergency vehicles at all times.

## **5. Utilities.**

This contract does not come under the provisions of Administrative Rule Trans 220.

**Bright Speed** has underground fiber lines and underground copper lines throughout the project. Conflicts have been identified in the following locations:

STA 130+75 to STA 131+50 LT – 16 Fiber and 400 pair lines will be lowered.

STA 156+25 RT – 2 pedestals will be removed and 1 pedestal will be relocated.

STA 236+50 to STA 239+35 RT – 50 pair line will be relocated.

Bright Speed expects to complete this work during construction. Work is scheduled to begin May 1, 2026 and take approximately 7 working days to complete.

**Dairyland Power** has overhead transmission line that runs along the east side of Estate Road and Essex Avenue. Conflicts with this line are not expected.

**Lemonwier Valley Telephone (Lynxx Networks)** has underground fiber optics lines throughout the project. The depth of these lines are 30 inches deep or greater and conflicts with these lines are not expected.

**WE Energy – Gas** has 4-Inch and 6-Inch underground facilities located throughout the project including crossings at the following locations, STA 104+85, STA 122+55, STA 200+20, STA 200+70, STA 266+00 – 267+00, and STA 269+60. WE Energies has identified conflicts at the following locations:

STA 107+97 22' RT – 4-Inch main in conflict with proposed culvert pipe installation

STA 123+00 – STA 124+00 25' RT – 6-Inch main in conflict with proposed ditch grading.

WE Energies will resolve these conflicts by lowering/moving the gas main in these areas. Their work is scheduled to begin April 1<sup>st</sup>, 2026 and is expected to take 5 working days to complete.

**Oakdale Electric** has both underground and overhead facilities located throughout the project. Conflicts have been identified at the following locations:

Pole at STA 119+00 RT

Underground line from STA 222+00 to STA 228+00 LT & RT

Underground line from 235+00 to STH 241+00 RT

Oakdale Electric will resolve these conflicts by replacing the pole and lowering the sections of

underground wire. Their work is scheduled to take place in March of 2026 and be completed prior to construction.

**6. Coordination with Business and Residents.**

The Owner will establish a text message group with appropriate project stakeholders including the Town Boards, Town patrolmen, the Engineer, and the Contractor. The Contractor will provide a work summary for the following week on the Friday prior and will provide any significant updates as needed throughout each week. The Owner will post that information on Town Facebook pages to notify residents and businesses for their awareness and planning purposes. This text group will also be used for any critical notifications such as incidents, accidents, or other issues that need quick attention from those included in the group.

**7. Railroad Insurance and Coordination - Union Pacific Railroad Company.**

**A. Description**

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

**A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Union Pacific Railroad Company.

Follow the Railroad Insurance requirements as described in *Section 00800 Railroad Coordination Instructions* that are included in these contract provisions.

Also send a copy of Railroad Insurance to the Engineer.

**A.2 Train Operation**

Approximately 1 through freight train operates daily at up to 25 mph.

**A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination**

Contact Leo Craig (817) 901-9560 – [lcraig@olsson.com](mailto:lcraig@olsson.com) a minimum of 45 days prior to work near the railroad crossing.

cc: Engineer on all written correspondence with the railroads.

**A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None.

**A.5 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 45 days prior to the time needed. Approval is subject to the discretion of the railroad. The Owner has made no arrangement for a temporary grade crossing.

**A.6 Payment of Fees**

The Contractor is responsible for submitting the appropriate forms along with a payment of \$2,200.00 as described in *Section 00800 Railroad Coordination Instructions* that are included in these contract provisions. Reimbursement for this fee is incidental to bid item 619.1000 Mobilization.

## **A.7 Completion of Union Pacific Property Access Training (UP-PAT)**

The Contractor is responsible for completing the training for project personnel as described in *Section 00800 Railroad Coordination Instructions* that are included in these contract provisions.

## **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in subsection 107.17.1 and as are described in *Section 00800 Railroad Coordination Instructions* that are included in these contract provisions, are not maintained during construction operations. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The Engineer and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (1,3 and 4) of standard spec 107.17.1 with the following:*

- (1) Coordinate with the railroad for all work performed within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. Include the following on all submittals and other written communications with the railroad:
  - WisDOT crossing number.
  - Railroad milepost.
  - Railroad subdivision.
- (3) Perform all work within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way in a way that does not interfere with the safe and uninterrupted operation of railroad traffic. Maintain clearances during construction as follows:
  1. Do not operate equipment closer than 25 feet horizontally from a track centerline or 22 feet vertically above the top of a rail, except under the protection of railroad flaggers.
  2. Do not store materials or equipment closer than 25 feet horizontally from a track centerline.
  3. Provide an obstruction-free work zone adjacent to a track extending 12 feet or more horizontally on both sides of the track centerline. Keep this work zone free of construction debris.
  4. Unless the railroad's chief engineering officer approves otherwise in writing, maintain minimum clearances from falsework, forms, shoring, and other temporary fixed objects as follows:

4.1 Provide 12 feet, plus 1.5 inches per degree of track curvature, measured horizontally from the track centerline.

4.2 Provide 21 feet, plus compensation for super-elevated track, measured vertically above the top of the highest rail.

- (4) Comply with the railroad's rules and regulations when work is within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 45 business days before starting work near a track. Provide the specific time planned to start the operations.

### **C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

### **C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

### **C.5 Payment for Flagging**

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBER	DESCRIPTION	UNIT
801.0117	Railroad Flagging Reimbursement	DOL

The reimbursement payment, as shown on the Schedule of Items, is solely for Owner accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved, and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

**8. Base Aggregate Dense 3/4-Inch, Item 305.0110.**

*Add the following to standard spec 301.2.4.3:*

Furnish only aggregate classified as crushed stone for Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

**9. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.**

*Add the following to standard spec 305.2.2.1:*

When 1 1/4-Inch base aggregate is  $\geq$  50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10 <sup>[1]</sup>

<sup>[1]</sup> Limited to a maximum of 8.0 percent for base placed between old and new pavement.

**10. Verify Landmark Reference Monuments, Item SPV.0060.01.**

**A Description**

This special provision describes preserving the location and constructing new monuments for existing Public Land Survey System (PLSS) section corner monuments and witness monuments located within permanent easements, temporary easements, or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

**B Materials**

The Monroe County Surveyor can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

**C Construction**

Complete the work in accordance with the direction of the Monroe County Surveyor and as follows:

Contact and follow the direction of the Monroe County Surveyor on perpetuation requirements for PLSS section corner monuments and witness monuments. Obtain existing tie sheets from the Monroe County Surveyor. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the

Columbia County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witness monuments under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records in accordance with the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Monroe County Surveyor in accordance with AE-7. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Landmark Reference Monument Station	Offset
226+71.4	45.92' Rt
253+04.9	2.37' Rt

Notify the Monroe County Surveyor at least thirty (30) working days prior to construction operations that may disturb existing monuments, with pertinent questions.

#### **D Measurement**

The department will measure Landmark Reference Monuments by each PLSS section corner monument acceptably verified, tied, and preserved.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Landmark Reference Monuments	EACH

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; excavating for the placement of the new monument(s) if necessary; and for all labor, tools, equipment, materials and incidentals necessary to complete this item of work.

#### **F Contact Information**

Monroe County Surveyor

Tim Brueggeman

608-479-3193

[brueggeman.surveying@gmail.com](mailto:brueggeman.surveying@gmail.com)



**11. Remove and Reset Mailboxes, Item SPV.0060.02.**

**A Description**

This work consists of removing, salvaging, and resetting mailboxes at the direction of the engineer.

**B (Vacant)**

**C Construction**

Maintain access to existing mailboxes for postal deliveries and residential pick up where possible. Where geometric changes to the roadway require that the mailboxes be removed, place each affected mailbox at a temporary location during construction. The temporary placement location will be determined by the engineer. Provide access to the temporary placement location area at all times. At the end of the project, re-install the mailboxes to their original location or a location determined by the engineer.

Re-install mailboxes in compliance with placement procedures of the U. S. Postal Service. Replace the original post and mailbox if any damage occurs. Where geometric changes to the roadway require that the mailboxes be relocated, document conditions of the existing mailbox, post and newspaper box (if applicable). Carefully remove each affected mailbox and post. Store each mailbox and post in a safe, temporary location during construction.

At the end of the stage, re-install the mailboxes as close as possible to the original location or a location determined by the engineer. Re-install mailboxes in compliance with regulations of the U. S. Postal Service.

Replace the original post, mailbox, and/or newspaper box (if applicable) with a similar item if any construction-related damage occurs, at no expense to the department.

**D Measurement**

The department will measure Remove and Reset Mailboxes by each unit, acceptably completed.

**E Payment**

The department will pay for the measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Remove and Reset Mailboxes	EACH

Payment is full compensation for providing all materials; for furnishing all excavating, storing existing mailboxes, backfilling and disposing of surplus material; for cleaning out and restoring work site.

**12. Temporary Mailbox Station, Item SPV.0060.03.**

**A Description**

This special provision describes furnishing and installing temporary mailbox stations at the locations determined by the Towns of La Grange and Byron and the United States Postal Service (USPS).

**B Materials**

Furnish temporary mailboxes according to local USPS requirements.

### **C Construction**

Prior to the start of construction, coordinate with the local Postmaster and the Towns of La Grange and Byron for temporary mailbox requirements (size, height, location(s), etc.).

Provide a temporary mailbox station that contains no less than 15 individual mailboxes and install at a location determined by the Towns of La Grange and Byron and the USPS. Install the mailbox station at the proper height and distance from curb or edge of roadway as required by USPS. Provide notice to affected property owners and the USPS no less than one week prior to implementing the temporary mailbox station and also project completion and removal of the temporary mailbox station.

### **D Measurement**

The department will measure the Temporary Mailbox Station as each individual temporary mailbox station, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Temporary Mailbox Station	EACH

Payment is full compensation for coordinating with the Towns of La Grange and Byron and USPS; providing all materials; for installing; for all excavating, backfilling, and properly disposing of surplus materials; for removing the temporary mailbox upon project completion; for cleaning out and restoring the work site. The contractor is not responsible for the removal or reinstallation of permanent mailboxes under this item.

## **13. Concrete Ribbon Curb 36-Inch, Item SPV.0090.01.**

### **A Description**

This special provision describes constructing Concrete Ribbon Curb 36-Inch.

### **B Materials**

Furnish materials that are in accordance with the pertinent requirements of section 601.2 of the WisDOT standard specifications.

### **C Construction**

Use construction methods in accordance with section 601.3 of the WisDOT standard specifications.

### **D Measurement**

The department will measure concrete ribbon curb by the linear foot acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Ribbon Curb 36-Inch	LF

Payment is full compensation for all foundation preparation; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site.

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as  
Surety, are hereby held and firmly bound unto \_\_\_\_\_  
as OWNER in the penal sum of \_\_\_\_\_  
for the payment of which well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing,  
for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the  
Form of Contract attached hereto (properly completed in accordance with said BID) and  
shall furnish a BOND for his faithful performance of said contract, and for the payment of  
all persons performing labor or furnishing materials in connection therewith, and shall in  
all other respects perform the agreement created by the acceptance of said BID,  
then this obligation shall be void, otherwise the same shall remain in force and effect, it being  
expressly understood that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its BOND shall be in no way impaired or affected by an extension of time, within which the  
OWNER may accept such BID; and said Surety does hereby waive notice of any such  
extension.

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 offices, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT – Surety companies executing BONDS must appear on the Treasury  
Department's most current list (Circular 570 amended) and be authorized to transact business  
in the state where the project is located.

\*\*\*

## CONTRACT

This AGREEMENT is dated as the \_\_\_ day of \_\_\_\_, in the year 2026 by and between the (OWNER) Towns of La Grange & Byron (hereinafter called the OWNER) and \_\_\_\_\_, (hereinafter called the CONTRACTOR).

The OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Excavation Common, GeoTextile Fabric Type SAS, Base Aggregate Dense, Culvert Pipes, Curb & Gutter, Asphaltic Surface, Signing, Pavement Marking and Restoration**

### Article 2. ENGINEER

The Project has been designed by Mead & Hunt, Inc., hereinafter called the ENGINEER, who will assume such duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 3. CONTRACT TIME

#### 3.1 The Work will be completed as follows:

The project completion date for this contract is **6 P.M. Friday, September 4<sup>th</sup>, 2026.**

#### 3.2 Liquidated Damages. The OWNER and the CONTRACTOR recognize that the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the *Standard Specifications*. They also recognize the delays, expense and difficulties involved in providing in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not a penalty) the CONTRACTOR shall pay the OWNER a daily charge of 0.1% or \$2,000, whichever is greater, for each day that expires after the time specified in paragraph 3.1 for substantial or final completion until the Work is complete.

### Article 4. CONTRACT PRICE

#### 4.1 The OWNER shall pay the CONTRACTOR for performance of the Work in accordance with the Contract Documents and the Contract Drawings in the amount of \$\_\_\_\_\_ the said amount being the Contract price as stated in the Proposal.

## Article 5. PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Section 109 of the *Standard Specifications*. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions. Application for payment shall be made on the forms provided.

5.1 Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Applications for Payment as recommended by the ENGINEER, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Subsection 109.6 of the *Standard Specifications*, except as stated in Articles 5.1.1 and 5.1.2 of this contract.

5.1.1 Payment Prior to Substantial Completion. Progress payments will be in an amount equal to:

95% of the Work completed, and

95% of materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payments previously made, until 50% of the work has been completed.

Following 50% completion, further partial payments shall be made in full to the CONTRACTOR and no addition amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily.

5.1.2 Payment upon Substantial Completion. The OWNER shall pay an amount sufficient to increase total payments to the CONTRACTOR to 97.5% of the Contract Price, less such amounts as the ENGINEER shall determine in accordance with Subsection 105.1 of the *Standard Specifications*.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Subsection 109.7 of the *Standard Specifications*, the OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Subsection 109.7.

## Article 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

## Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

7.1 The CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the Work.

- 7.2 The CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.4 The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

## Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-5 inclusive).
- 8.2 Performance and other Bonds consisting of four (4) pages, Standard Forms as included herein, to be filled out and returned to the OWNER within ten (10) days of signing this Agreement.
- 8.3 Notice of Award (page 00510-1).
- 8.4 *General Conditions* (pages 1 to 69 inclusive) of the WisDOT Standard Specifications for Road and Bridge Construction, 2025 Edition.
- 8.5 Supplementary General Conditions (pages 00700-1 to 00700-2 inclusive).
- 8.6 Special Provisions (pages 00400-1 to 00400-3 inclusive).
- 8.7 Drawings and Technical Specifications consisting of sheets the following general title: Project 2025-1 – Estate Road and Essex Avenue, Towns of La Grange and Byron, Monroe County

### Drawings:

- Title Sheet
- Typical Sections and Details
- Miscellaneous Quantities
- Plan and Profile
- Standard Detail Drawings
- Computer Earthwork Data
- Cross Sections

Technical Specifications: State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2025 Edition. Project Manual for

Project 2025-1 – Agricultural Road Improvement Program (ARIP), CTH ET-STH 21, Formica Road, Estate Road and Essex Avenue, Towns of La Grange and Byron, Monroe County. Documents 00003, 00030, 00100, 00300, 00400, 00410, 00500, 00510, 00520, 00530, 00600, 00680, 00690, 00700.

- 8.8 Addenda No.s \_\_\_\_ to \_\_\_\_ inclusive.
- 8.9 The CONTRACTOR's Bid (Pages 00300-1 to 00300-4 inclusive).
- 8.10 Documentation submitted by the CONTRACTOR prior to Notice of Award: Bid Bond in the amount of 5% of amount of bid.
- 8.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a written modification.

#### Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Section 101 of the *Standard Specifications* shall have the meanings indicated in the *Standard Specifications* and the *Supplementary General Conditions*.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The OWNER and the CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.



Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to the OWNER, the CONTRACTOR and the ENGINEER. All portions of Contract Documents have been signed or identified by the OWNER and the CONTRACTOR or by the ENGINEER on their behalf.

This Agreement will be effective on

April 1, 2026.

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[corporate seal]

[corporate seal]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[If the OWNER is a public body attach evidence of authority to sign and resolution or other document authorizing execution of the Agreement]

License No.: \_\_\_\_\_

Agent for service of process

\_\_\_\_\_

\*\*\*

NOTICE OF AWARD

To:

Project Description:

The OWNER has considered the BID submitted by you for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2026.

Monroe County Highway Department (OWNER)  
803 Washington Street, Sparta, Wisconsin 54656

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*

NOTICE TO PROCEED

To:

Date:

Project:

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_ 2026, on or before \_\_\_\_\_ 2026, and you are to complete the work by **6 P.M.**

**Friday, September 4<sup>th</sup>, 2026** for Project Number 2025-1 \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Monroe County, Wisconsin

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*

CONTRACT CHANGE ORDER FORM

Change Order No:

Date:

Project:

Project No:

Owner:

Contractor:

Description of Work Added or Deducted:

Reason for Change:

The original Contract sum was	\$
Net change by previous Change Orders	\$
Contract sum prior to this Change Order was	\$
Contract sum will be increased/decreased/unchanged by this Change Order	\$
New Contract sum, including this Change Order, will be	\$
Contract time will be increased/decreased/unchanged by <input type="text"/> days	
Therefore, the date of completion as of this Change Order is	

RECOMMENDED BY: MEAD & HUNT, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTED BY:

By: \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY:

By: \_\_\_\_\_ Date \_\_\_\_\_

**PARTIAL PAYMENT ESTIMATE**  
(Number \_\_\_\_\_)

Official Name and Location of Project:						Project Number:	
Name and Address of Contractor:							
Name and Address of Owner:							
Date of Completion:				Amount of Contract:		Period Ending:	
Substantial: Final:				Original: Revised:		Percent Complete:	
Description of Work:							
				This Period		Work Performed to Date	
*Item No.	Description of Item	Unit	Unit Price	Quantity	Amount	Quantity	Amount

[illegible]



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto \_\_\_\_\_, hereinafter called the OWNER, in the penal  
sum of \_\_\_\_\_ lawful money of the United States, for the payment of  
which sum well and truly to be made we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally firmly by these presents.

The condition of the obligation is such that whereas the Principal has executed the attached  
contract dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OWNER, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
2. Promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then this obligation to be void, otherwise to remain in full force and virtue.



IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(affix corporate seal)

Attest: \_\_\_\_\_

(affix corporate seal)

INDIVIDUAL PRINCIPAL:

\_\_\_\_\_[SEAL]

\_\_\_\_\_[SEAL]

\_\_\_\_\_[SEAL]

CORPORATE PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
(business address)

By: \_\_\_\_\_

CORPORATE SURETY:

\_\_\_\_\_

\_\_\_\_\_  
(business address)

By: \_\_\_\_\_

Title: \_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
whose address is \_\_\_\_\_  
a corporation/partnership/individual, hereinafter called the PRINCIPAL, and \_\_\_\_\_  
hereinafter called the SURETY, are held and firmly bound unto the \_\_\_\_\_  
hereinafter called the OWNER, in the penal sum of \_\_\_\_\_  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well  
and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the PRINCIPAL entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and made a part hereof, for  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment of all persons, firms,  
subcontractors and corporations furnishing materials for or performing labor in the prosecution  
of the work provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools consumed or used in connection with the construction of such  
work, and all insurance premiums on said work, and for all labor performed in such work  
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in  
full force and effect.

PROVIDE FURTHER that the said SURETY for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the  
work to be performed thereunder or the specifications accompanying the same shall in any way  
affect its obligation on this Bond, and it does hereby waive notice of any such change, extension  
of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDE FURTHER that no final settlement between the OWNER and the PRINCIPAL shall  
abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL PRINCIPAL:

\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]

CORPORATE PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_  
(business address)

(affix corporate seal)

Attest: \_\_\_\_\_

By: \_\_\_\_\_

CORPORATE SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
(business address)

(affix corporate seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

\*\*\*

SETTLEMENT CERTIFICATION FORM  
Submit with Final Payment Request

Town of La Grange & Byron

\_\_\_\_\_  
Tomah, WI \_\_\_\_\_

Attention:

Reference: Project 2025-1 – \_\_\_\_\_ -

Monroe County  
Monroe County, Wisconsin

CERTIFICATION

The undersigned hereby certifies that all debts and claims against the referenced contract for this project have either been paid in full or have otherwise been satisfied. The acceptance of final payment for the referenced contract by the undersigned shall constitute a waiver of all claims by this CONTRACTOR.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

Sworn & subscribed to before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public or other officer  
authorized to administer oaths.

My commission expires \_\_\_\_\_

\*\*\*

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: Project 2025-1 –

Owner: Towns of La Grange & Byron

Contractor:

Engineer:

The work under this contract has been completed sufficiently to be considered ready for its intended use, therefore; the date of substantial completion has been established as \_\_\_\_\_. This date defines the beginning of the warranty period, and the date in which the OWNER may occupy and use the facility.

This certification does not release the CONTRACTOR from correcting or completing any unfinished items necessary to reach final completion.

Recommended by Engineer: \_\_\_\_\_  
date

Accepted by Owner: \_\_\_\_\_  
date

Accepted by Contractor: \_\_\_\_\_  
date

\*\*\*

## SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions amend or supplement the General Requirements and Covenants contained in the State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2025 Edition (Standard Specifications). All provisions which are not so amended or supplemented remain in full force and effect.

Section 101. The Terms Administrator, Department, Engineer, and State will be redefined to read as follows:

Administrator	Towns of La Grange and Byron
Department	Towns of La Grange and Byron
Engineer	Mead & Hunt, Inc
State	Towns of La Grange and Byron

Section 102.8. The first paragraph shall be amended to read:

No proposal will be considered unless accompanied by a bid bond, certified check or bank's draft in the amount and payable to the party as designated in the advertisement. Certified checks shall be drawn on the account of the bidder submitting the proposal.

Section 102.9. The Bidder shall furnish their own sealed envelope.

Section 103.4. Shall be amended to read:

The proposal guaranties of all except the two lowest responsible bidders will be returned promptly after the proposals have been checked and tabulated.

The proposal guaranty of the lowest responsible bidder will be returned as soon as the contract, contract bond and other documents required to be filed by him have been properly executed and submitted in proper form to the Department; provided, however, that in the event no award is made within the extended time stipulated by the lowest responsible bidder, as provided under Section 103.2, his proposal guaranty will be returned promptly upon expiration of such extended time. The proposal of the second lowest responsible bidder will be returned upon the execution of the Contract.

Section 105.11. Delete Section 105.11 in its entirety.

### Section 107.26

The limits of liability for the insurance required, the CONTRACTOR shall provide coverage for not less than the following amounts or greater where required by law:

1. Workers' Compensation:

- |   |           |
|---|-----------|
| a. State:                                     | Statutory |
| b. Applicable Federal (e.g., Longshoreman's): | Statutory |

2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

- |                       |             |
|-----------------------|-------------|
| a. General Aggregate: | \$2,000,000 |
|-----------------------|-------------|

- b. Products – Completed Operations Aggregate                      Replacement Cost
  - c. Personal and Advertising Injury                                      \$1,000,000
  - d. Each Occurrence                                      \$1,000,000  
(Bodily Injury and Property Damage)
  - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
  - f. Excess or Umbrella Liability
    - (1) General Aggregate:                      \$3,000,000
    - (2) Each Occurrence:                      \$1,000,000
3. Automobile Liability:
- a. Bodily Injury:
    - Each Person                                      \$1,000,000
    - Each Accident                                      \$2,000,000
  - b. Property Damage:
    - Each Accident                                      \$1,000,000
  - c. Combined Single Limit of:                                      \$3,000,000
4. The Contractual Liability coverage shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
    - Each Accident                                      \$1,000,000
    - Annual Aggregate                                      \$3,000,000
  - b. Property Damage:
    - Each Accident                                      \$1,000,000
    - Annual Aggregate                                      \$2,000,000

Section 108.11. Liquidated damages shall be calculated as stated in Article 3.2 of the Contract.

Section 109.6. Delete Section 109.6.3.2.1. Progress payments shall be calculated as stated in Article 5.1.1 of the Contract.

Arbitration between the Owner and Contractor may only occur through mutual consent.

**BUILDING AMERICA®**

**REMS Project:** 806407  
**Agency Project:** ARIP-01  
**Start Date:** 10/27/2025  
**End Date:** 10/27/2027

## Maintenance Consent Letter

Allen Bernhardt  
Town of Byron  
12850 County Highway N  
Tomah, WI 54660

It is the intention of the TOWN OF BYRON (**Agency**) to perform the scope of work at the location(s) identified in Exhibit A (**Work**) of the Contractor Endorsement (**Endorsement**). This letter serves as acceptance by UNION PACIFIC RAILROAD COMPANY (**Railroad**) of the proposed Work to be performed.

This Consent Letter to perform work on Railroad's property is granted with the understanding the Work will be performed by Agency employees. If a contractor is to perform any work on Railroad's property, the Agency shall require its contractor to execute and return the attached Endorsement. Under no circumstances will the Agency's contractor be allowed on the Railroad's property until the executed Endorsement is received from the contractor and payment of the \$2,200 administrative fee is received by the Railroad.

The administrative fee must be submitted by the Agency or its contractor using one of the payment methods indicated on the attached Bill. If paying by check, the Bill must be included with the check. For ACH or Wire transfers, include the Bill Number in the transmittal notes.

As a condition to entering upon UNION PACIFIC RAILROAD COMPANY (**Railroad**) property to perform the Work, the Agency acknowledges and agrees to the following.

- When railroad flagging is required, Agency must use one of the Railroad qualified flagging vendors listed at [www.up.com/flagging](http://www.up.com/flagging).
- If performance of the Work has the potential to impact Railroad facilities, including fiber optics and telecommunication, the Agency must follow the procedures outlined at [www.up.com/cbud](http://www.up.com/cbud).

This Consent Letter shall be valid for two (2) years or until the Work is completed or this Consent Letter is revoked by the Railroad.

Prior to performing the Work, the contractor agrees to provide forty-five (45) days advance notice to the Railroad Representative identified below.

**Leo Craig (817) 901-9560 – [lcraig@olsson.com](mailto:lcraig@olsson.com)**

DocuSigned by:  
Tiecy M. Cotton  
81B9181BE48B4B6...

Manager I  
Engineering-Public Projects

10/31/2025



**REMS Project:** 806407  
**Agency Project:** ARIP-01  
**Consent End Date:** 10/27/2027

## Contractor Endorsement

A. It is the intention of the TOWN OF BYRON (**Agency**) to perform the scope of work at the location(s) identified in Exhibit A (**Work**) of this Contractor Endorsement (**Endorsement**). As a condition to entering upon UNION PACIFIC RAILROAD COMPANY (**Railroad**) property to perform the Work, contractor acknowledges and agrees to comply with the following conditions.

- Completion of Union Pacific Property Access Training (UP-PAT).  
[Union Pacific Property Access Training | Union Pacific](#)
- Compliance with Contractor Endorsement-General Terms and Provisions.  
[www.up.com/ce-terms](http://www.up.com/ce-terms)
- Acknowledgement of Third-party Flagging Policy.  
[www.up.com/flagging](http://www.up.com/flagging)
- Acknowledgement that insurance documentation will be provided to Railroad upon request.

See Exhibit B for guidance on UP-PAT and Third-party Flagging requirements for specific project types.

B. Fiber optics and telecommunication facilities can be present on Railroad property. Prior to performing work with the potential to impact Railroad facilities, the Agency or its contractor shall follow the procedures outlined on the Railroad webpage link below.

**Fiber Optics & Telecommunications (Call Before You Dig) - [www.up.com/CBUD](http://www.up.com/CBUD)**

C. Prior to performing the Work, contractor agrees to provide forty-five (45) days advance notice to the Railroad Representative identified below.

**Leo Craig (817) 901-9560 – [lcraig@olsson.com](mailto:lcraig@olsson.com)**

D. This Endorsement must be executed and sent to the Railroad before the **Consent End Date** above. The terms of this Endorsement shall commence on the date of execution and continue for one (1) year or until such time as contractor has completed the Work. The Work may be terminated within 24 hours' notice by either party. No work may proceed until the terms of this Endorsement have been met and, the executed Endorsement and the payment of the \$2,200 administrative fee is received by the Railroad.

Email a scanned copy of the executed Endorsement to [upmaintenance@olsson.com](mailto:upmaintenance@olsson.com).

***The remainder of page intentionally left blank.***

**REMS Project:** 806407  
**Agency Project:** ARIP-01  
**Consent End Date:** 10/27/2027

The administrative fee must be submitted by the Agency or the contractor using one of the payment methods indicated on the attached Bill. If paying by check, the Bill must be included with the check. For ACH or Wire transfers, include the Bill Number in the transmittal notes.

<b>Company Name</b>			
<b>Contact Name</b>			
<b>Address</b>			
<b>City, ST Zip</b>			
<b>Phone</b>	<b>Email</b>		
<b>Contact Signature</b>	<b>Date</b>		
<b>Payment Method</b>	<input type="checkbox"/> <b>Check</b> <input type="checkbox"/> <b>ACH</b> <input type="checkbox"/> <b>Wire Transfer</b>		

Exhibit A to Contractor Endorsement  
Project Scope and Location(s)

Scope of Work

Contractor to replace existing base aggregates, asphaltic pavement, pavement markings, and to provide traffic control. No counterflow traffic operation will be allowed over crossing during construction.

Railroad approved third party flagging contractor service to be provided for the entire duration of work and/or performing traffic control over railroad property.

Location

Winona Subdivision

DOT	Milepost	Street Name
179291P	156.64	Estate Road

## Exhibit B to Contractor Endorsement

### UP-PAT and Third-party Flagging Requirements Guidance Table

**MCL Projects ONLY:**

**FINAL - May 12, 2025**

Agency Work on Operating ROW	PAT Required	Flagger Required
<b>At-Grade</b>		
Striping	No	Yes
Seal Coat and Striping	No	Yes
Mill, Overlay and Striping	Yes	Yes
Pavement Removal and Replace	Yes	Yes
<b>Grade Separation - Roadway over RR Mtce</b>		
Striping	No	No
Seal Coat and Striping	No	No
Mill, Overlay and Striping	No	No
Pavement Removal and Replace	No	Yes
<b>Grade Separation - Bridge Mtce over RR</b>		
Painting within 25'	Yes	Yes
Painting outside 25'	Yes	Yes
Other Structure Mtce on UP ROW	As Reviewed	As Reviewed
<b>Grade Separation - Roadway under RR Mtce</b>		
Striping	No	No
Seal Coat and Striping	No	No
Mill, Overlay and Striping	Yes	Yes
Pavement Removal and Replace	Yes	Yes
<b>Grade Separation - Bridge Mtce under RR</b>		
Painting within 25'	No	No
Painting outside 25'	No	No
Other Structure Mtce on UP ROW	As Reviewed	As Reviewed
<b>Grade Separation - Bridge Insp Roadway over RR</b>		
Invasive method, boom truck/equipment, capable of fouling with 25'	Yes	Yes
Using non-invasive methods and not fouling within 25'	No	No
<b>Grade Separation - Bridge Insp Roadway under RR</b>		
Using boom truck/equipment capable of fouling or contacting overhead structures	Yes	Yes
Non-invasive methods and not fouling or contacting overhead structures	No	No

**Union Pacific reserves the right to modify training and flagging requirements.**

UNION PACIFIC RAILROAD COMPANY  
1400 Douglas Street, STOP 1690  
Omaha, Nebraska 68179-1690



**BUILDING AMERICA<sup>SM</sup>**

TOWN OF BYRON  
12850 COUNTY HIGHWAY N  
TOMAH, WI 54660


<b>Bill Number</b>	343230958
<b>Project Number</b>	0806407
<b>Audit Number</b>	319688
<b>Customer Number</b>	60416
<b>Folder Number</b>	
<b>Bill Date</b>	10/14/2025
<b>Due Date</b>	11/14/2025

**Bill Description:** Agency No: ARIP-01; DOT 179291P; Mntnc-Roadway. Effective date: 10/14/25  
**Location of Agreement:** WYEVILLE, WI  
**Primary Purpose of Agreement:** Please refer to REMS for contract details

*If payment has already been submitted, please email REBilling@up.com*

Description	Period		Amount
	From	To	
Roadway-Contractor's ROE Fee	10/14/2025	10/14/2025	\$2,200.00
<b>Total Due:</b>			<b>\$2,200.00</b>

*Please remit payment using one of these methods:*

<p><b>Please send checks to:</b>  UNION PACIFIC RAILROAD COMPANY  P.O. BOX 7412567  Chicago, IL 60674-2568</p>	<p><b>To pay online, click the link or scan the QR code.</b>  <a href="https://www.uprr.com/payment/JISktvRKBB4_EBn06h8LKw">https://www.uprr.com/payment/JISktvRKBB4_EBn06h8LKw</a></p> 
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**ACH/Wire Information:**

Union Pacific Acct nbr: 3752021457 (Checking)  
Company Wire XFER ABA Routing nbr: 026009593  
ACH PYMT ABA Routing nbr: 111000012  
Remittance Email: MISCash@up.com  
Project Number: 0806407  
Bill Number: 343230958

**Receiving Bank's Address**

Bank of America  
901 Main Street  
Dallas, TX 75202  
DUNS nbr: 00-699-1590  
SWIFT Code: BOFAUS3N  
Tax ID: 94-6001323  
Network ID: 0136400825

**TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH CHECK**

**Please include Project 0806407 and/or Bill 343230958 when submitting payment.**

<b>Bill Number</b>	343230958
<b>Project Number</b>	0806407
<b>Audit Number</b>	319688
<b>Customer Number</b>	60416
<b>Payable Upon Receipt</b>	\$2,200.00

00800-06