

\$581,146.37

BID OF Lalonde Contractors, Inc.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,  
CITYWIDE INSTALLATION AND REPAIR-2025

CONTRACT NO. 8792

MUNIS NO. 15379

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JUNE 3, 2025

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

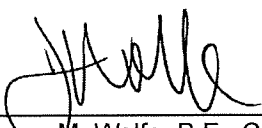
**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,  
CITYWIDE INSTALLATION AND REPAIR-2025  
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This Proposal, and Agreement have  
been prepared by:

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

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

JMW: wjm

## 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:	SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2025
CONTRACT NO.:	8792
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	May 1, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	May 1, 2025
BID SUBMISSION (2:00 P.M.)	May 8, 2025
BID OPEN (2:30 P.M.)	May 8, 2025
PUBLISHED IN WSJ	April 24 & May 1, 2025

**SBE PRE BID MEETING:** Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:  
<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

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

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://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](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPANCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

- 201 ☐ Asphalt Paving  
205 ☐ Blasting  
210 ☐ Boring/Pipe Jacking  
215 ☐ Concrete Paving  
220 ☒ Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
221 ☐ Concrete Bases and Other Concrete Work  
222 ☐ Concrete Removal  
225 ☐ Dredging  
230 ☐ Fencing  
235 ☐ Fiber Optic Cable/Conduit Installation  
240 ☐ Grading and Earthwork  
241 ☐ Horizontal Saw Cutting of Sidewalk  
242 ☐ Hydro Excavating  
243 ☐ Infrared Seamless Patching  
245 ☐ Landscaping, Maintenance  
246 ☐ Ecological Restoration  
250 ☐ Landscaping, Site and Street  
251 ☐ Parking Ramp Maintenance  
252 ☐ Pavement Marking  
255 ☐ Pavement Sealcoating and Crack Sealing  
260 ☐ Petroleum Above/Below Ground Storage Tank Removal/Installation  
262 ☐ Playground Installer

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://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**

### **SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2025 CONTRACT NO. 8792**

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 104 SCOPE OF WORK**

The Contractor shall perform work at various locations throughout the City, as ordered by the Common Council, or as directed by the Engineer. This work includes replacing defective sidewalk and curb and gutter, concrete pavement repairs, sidewalk ramps including detectable warning fields (supplied by the Contractor), Metro Transit bus pads, and other associated work. A list of approved locations and detail drawings are included with these Special Provisions. The list, however, is not a final list. Additional locations may be added.

An interim completion date of September 12, 2025 is required for all work included with these Special Provisions, excluding C1 Concrete Joint Repairs and Sidewalk Joint Caulking being completed around the Capital Square. C1 Concrete Joint Repairs and Sidewalk Joint Caulking shall begin after September 1, 2025 and shall be completed by the contract completion date of November 14, 2025.

Any work added after October 10, 2025 shall be completed in a timeframe mutually agreed upon by the Contractor and City.

Liquidated damages in accordance with Section 109.9 of the Standard Specifications shall apply to all completion dates noted above.

No work shall take place on the UW Campus on August 14-15 or August 25-27, 2025.

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

#### **SECTION 104.3 CHANGES IN THE WORK**

The quantities of the items listed in this Contract are estimates only, based upon past year's request work and known request work on file at the time this Contract was bid. The quantities of the items are subject to change.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead,

equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

#### **SECTION 104.10      CLEANING UP**

Remaining concrete dust shall be cleaned and removed from sidewalk surface as well as surrounding railings, sidewalk, pavement, driveways, landscaping, or other objects in the vicinity of work upon completion of concrete sawcutting.

Excess concrete from finishing operations and from spillage on adjacent sidewalk and/or street shall be removed immediately.

This work shall be incidental to operations connected with this contract.

#### **SECTION 105.12      COOPERATION BY CONTRACTOR**

As this contract involves work at various locations within the City of Madison, the contractor shall expect other construction to be taking place within the vicinity of this project. For a map of proposed projects around the City, contact the City of Madison, Engineering Division. The Contractor shall coordinate construction activities with other projects as necessary.

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment.

#### **SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall strictly adhere to Section 182.0175, Wisconsin Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice. The Contractor shall notify the Diggers Hotline at 1-800-242-8511 before moving onto and starting work on each of the various streets.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

The contractor shall not work on sidewalks on streets within two blocks of schools while in session.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The contractor shall coordinate work with other construction projects so that sidewalk is open on one side of the street at all times.

The Contractor shall properly barricade and light all work areas in accordance with the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

Access to all residential driveways within the project limits shall be maintained whenever possible. During times when work will impede or prevent vehicular access to driveways, the Contractor shall notify all residents a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within ten (10) days of removal, including concrete cure time and asphalt paving.

Access to commercial driveways and multi-family units shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer. No additional compensation shall be given for maintaining access.

At locations with sidewalk repairs through driveways, if curing concrete is not in place prior to the weekend, ¾" crushed stone or crushed concrete shall be furnished and installed by the Contractor to allow for weekend access unless otherwise directed by the Engineer. All cost for the furnishing and installation and removal of ¾" crushed stone or crushed concrete shall be incidental to the various items of construction.

#### **SECTION 107.2      PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS**

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property. The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense.

Sidewalk forms, form pins and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

#### **SECTION 107.6      DUSTPROOFING**

Whenever sawcutting of concrete is required, the sawcutting shall be done by a means that will eliminate any dust.

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 dustproof the construction area by using power sweepers and water. Dustproofing shall be incidental with the operations connected with this contract.

#### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

Work requiring lane closures on collector or arterial streets shall require a Traffic Control Plan approved by Lukas Collins, City Traffic Engineering, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com), 261-9625. The Contractor shall not start work within the arterial street lane closure area until the Traffic Engineering Department has approved the Traffic Control Plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. Peak hour traffic restrictions may apply as directed by the Traffic Engineer.

On-street parking may be removed by the Contractor to facilitate sidewalk construction and maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the

street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD), the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

Work shall be arranged so that there is a minimum of interference with ingress and egress to private property. The Contractor shall furnish and install 3/4" crushed stone or crushed concrete on walkways and driveways as directed by the Engineer. All costs for this work shall be incidental to the various items of construction.

This contract does not include a separate contract item for Traffic Control. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

#### **SECTION 107.8                    NOTIFICATION WHEN CLOSING STREET**

The Contractor shall not remove traffic signs. For removal and replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day 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, to signing equipment.

#### **SECTION 107.9                    BARRICADES, WARNING SIGNS AND FLAGMEN**

Should the Contractor require occupying a lane of traffic on an arterial street during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be at the Contractor's expense.

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Electric lighting (flashers) shall be used for lighting of work areas. Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

## **SECTION 107.13      TREE PROTECTION SPECIFICATIONS**

### **107.13(c) SIDEWALK EXCAVATION & INSTALLATION**

The City Forester will review sidewalk that is marked for removal and adjacent to street trees. Forestry will mark sidewalk with "NRC" (No Root Cutting) next to trees that sidewalk removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;
2. Ribbon shall remain until forms have been removed;
3. Carefully remove the concrete sidewalk so marked and those adjacent sidewalk sections six (6) feet on either side of the visible root flair without damaging roots;
4. At the City's discretion, install a type II barricade;
5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by then end of next work day. Rain days, weekends and holidays do not count as a work day for this purpose.
6. Proceed to cut or shave roots in the presence and under the direction of the Forester;
7. Install the granular sub-base, 3-inch minimum depth if the sub-grade is not acceptable, and new concrete sidewalk, 5-inch minimum depth;
8. Remove ribbon.

At locations where the sidewalk is to be removed and replaced that are adjacent to street trees that are not marked "NRC", the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative. The Contractor and the City shall review the construction site for privately owned trees (on private property, but near the sidewalk to be removed) that could require the above process. In those cases, the trees shall be reviewed on a case-by-case basis with the property owner.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for sidewalk installation or repair within five (5) feet of any tree located in the terrace as measured from the outside edge of the tree trunk or visible aboveground portion of the root system. In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of excavation. Exposed roots should be covered as soon as excavation and installation are complete.

### **107.13(d) ROOT CUTTING / ROOT GRINDING**

Roots shall be cut or ground as specified by the City Forestry Representative. This cutting or grinding shall require the use of tools such as: stump grinders; lopping shears; root saws; sawzall; front mounted stump or wheel grinders; and chainsaws. Unless otherwise specified the Contractor shall be paid per linear foot for Root Cutting for the length of the NRC Curb or NRC sidewalk, with a maximum length of fifteen (15) linear feet per NRC location, more specifically as follows:

## **ROOT CUTTING – CURB & GUTTER**

### **DESCRIPTION**

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed curb & gutter that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

### **METHOD OF MEASUREMENT**

Root Cutting – Curb & Gutter shall be measured per linear foot of curb & gutter that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

### **BASIS OF PAYMENT**

Root Cutting – Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

## **ROOT CUTTING - SIDEWALK**

### **DESCRIPTION**

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed sidewalk that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

### **METHOD OF MEASUREMENT**

Root Cutting – Sidewalk shall be measured per linear foot of sidewalk that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

### **BASIS OF PAYMENT**

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

## **SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor shall begin work for this project on or before **JULY 7, 2025**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer.

All work shall be completed on or before **NOVEMBER 14, 2025**.

The Contractor shall work such overtime as required by the Engineer to meet the requirements of this project at no additional cost to the City.

The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown above or the actual date work begins whichever is sooner.

- A. This contract shall be in force from the date of award to completion within the current calendar year. In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, would subject the Contractor to paragraph C. of this section.
- B. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

- 1. One Foreman
  - 2. One Cement Finisher
  - 3. Two Laborers for Concrete Work
  - 4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
  - 5. Backfilling and cleanup force sufficient to restore disturbed areas within one (1) work day after the concrete is cured.
- C. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$425.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph B above. This sum shall be considered and treated not as a penalty but as fixed, agreed liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
  - D. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
  - E. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Work days may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

### **SECTION 109.3      LIMITATIONS OF OPERATIONS**

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed.

Sidewalk, driveways, and drive aprons adjoining multi-family units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed. This does not eliminate the requirement for maintaining driveway access to multi-family units and commercial properties at all times as described in Section 107.1 within these Special Provisions.

The Contractor shall properly barricade all work areas until all patching, topsoil, seed and matting work is completed.

#### **SECTION 109.9      LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City of Madison from the contractor for failure to replace sidewalks and driveway aprons in residential areas within three (3) work days after it has been made impassable or removed shall be \$100 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the contractor for failure to restore disturbed terrace areas, including topsoil, seed, and erosion matting as needed, within ten (10) work days after it has been made impassable or removed shall be \$100 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the contractor for failure to complete asphalt patching operations within ten (10) work days after it has been made impassable or removed shall be \$100 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the contractor for failure to complete all work under this contract by the overall completion date will be calculated in accordance with the Standard Specifications.

#### **SECTION 109.14      MOBILIZATION**

This contract does not include a separate contract item for Mobilization. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

#### **SECTION 201      EXCAVATION CUT**

The cost of excavating and preparation of subgrade including subbase, backfilling, and disposal of surplus materials shall be incidental to the new sidewalk Bid Items of 5-Inch Concrete Sidewalk and 7-Inch Concrete Sidewalk & Drive.

At locations where excavation is required at a depth greater than seven (7) inches for 5-Inch Concrete Sidewalk, the amount over seven inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

At locations where excavation is required at a depth greater than nine (9) inches for 7-Inch Concrete Sidewalk, the amount over nine inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

#### **SECTION 210      EROSION CONTROL**

Material stored at the project site, for use as backfill materials shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalks pavements shall be removed from the street and sidewalk pavements by hand shoveling and brooming at the end of each work day.

**BID ITEM 21041 – INLET PROTECTION, TYPE D – COMPLETE (UNDISTRIBUTED)**

**BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED)**

**DESCRIPTION**

Inlet Protection Type D Complete and Erosion Matting, Class I, Urban Type A and any other erosion control measures shall be installed as directed by the Engineer.

**SECTION 301.8      PROTECTION OF THE CONCRETE**

The Contractor shall protect all concrete work subjected to cold weather. Protection of same shall be done in accordance with Madison Standard Specifications. The Contractor shall protect all concrete work against damage or defacement of any kind until it has been accepted by the City. Concrete not acceptable to the Engineer, shall be removed and replaced, or repaired to the satisfaction of the Engineer. All costs pertaining to the above work shall be at the Contractor's expense.

**BID ITEM 30311 – CONCRETE MOUNTABLE MEDIAN ISLAND NOSE**

**DESCRIPTION**

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Concrete Mountable Median Island Nose at the locations and in accordance with the design, dimensions and details as indicated on the plans or as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 303 of the City of Madison Standard Specifications and supplemented as follows.

**METHOD OF MEASUREMENT**

Concrete Mountable Median Island Nose shall be measured by area in square feet acceptably installed.

**BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

**BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS**

**DESCRIPTION**

This special provision describes placing detectable warning fields in curb ramps in accordance with the requirements of the standard specifications and as hereinafter provided.

**MATERIALS**

Contractor shall furnish Curb Ramp Detectable Warning Fields, which shall be cast iron set in the concrete, manufactured by East Jordan Ironworks, Neenah Foundry, Pioneer Detectable LLC, Tufile ADA Solutions (or equivalent).

Detectable Warning Field Panels shall be cast iron per ASTM A48 class 35B or better. Detectable Warning Field Panels shall be ADA compliant.

**CONSTRUCTION**

Place curb ramp detectable warning field as shown and detailed in the standard specifications, detail 3.03 and 3.04.

## METHOD OF MEASUREMENT

Curb Ramp Detectable Warning Field shall be measured in place by the square feet of surface area.

## BASIS OF PAYMENT

Payment for Curb Ramp Detectable Warning Field is full compensation for providing all materials, including detectable warning field panels, finishing, protecting, and curing concrete; and restoring the work site; and for all labor, tools, equipment and incidentals required to complete the work and restore the site. Payment for any concrete sidewalk directly below detectable warning field is paid for separately under the applicable concrete sidewalk bid item.

### SECTION 305.2 REMOVE & REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK & DRIVE-SIDEWALK REPLACEMENT PROGRAM

## DESCRIPTION

All sidewalk removed at crosswalks shall be replaced with 7 inches of concrete.

Concrete walk and drive apron shall consist of removing and replacing existing concrete walk and drive apron where designated by the Engineer in accordance with section 303.3 of The City of Madison Standard Specifications except as modified herein.

Removal and replacement of sidewalk and drive aprons shall include all costs for excavating, replacement of disturbed sub-base material with four (4") of 3/4" crushed stone or crushed concrete, grade preparation, tree root removal, expansion joints and disposal. Tree root removal shall be completed in accordance with section 107.13 Tree Protection Specification.

Removal of sidewalks and drive aprons shall include excavation of existing material including asphalt material, up to one (1) foot on each side of the sidewalk or drive aprons, as the case may be, except all work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification. All material shall be hauled from the site. At no time shall any material be deposited on private property or terrace areas.

Existing concrete, asphalt mixes or other types of material used to shim raised sidewalks shall be removed from adjacent sidewalk stones prior to placing new sidewalk.

After the new sidewalks have been constructed and the forms removed, the excavated areas adjacent to the sidewalk shall be back filled immediately with the appropriate material; topsoil, crushed stone, concrete or asphalt mix.

The cost of placing and compacting select backfill shall be incidental to this item.

Transverse full depth sawcuts shall be incidental to the removal item.

All debris shall be removed from the excavated areas prior to placement of the topsoil.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall remove tree roots from existing live trees in accordance with section 107.13 Tree Protection Specification.

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after

it has been made impassable or removed. Sidewalk, driveways, and drive aprons adjoining multifamily units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed.

#### **METHOD OF MEASUREMENT**

Concrete sidewalk shall be measured by area in square feet.

#### **BASIS OF PAYMENT**

The contract unit price shall be paid as per Section 303.3(b) of The City of Madison Standard Specifications except that the unit price shall include: removal of sidewalk or drive apron; asphalt sawcut; fill; topsoil; seed and matting.

#### **SECTION 305.5      REMOVE & REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM**

##### **DESCRIPTION**

The Contractor shall be responsible for maintenance of pavement adjacent to curb until resurfacing operations take place. This work shall be incidental to the operations connected with this bid item.

Curb & gutter shall be replaced within three (3) work days after it has been made impassable or removed.

#### **SECTION 402      ASPHALT CONSTRUCTION**

Asphalt surface course, installed with this contract, shall conform to all the pertinent requirements of Section 402 of the Standard Specifications except as modified herein.

For temporary sidewalks, the mixture shall be installed to be one (1) inch in compacted thickness and to the width designated in the field by the Engineer. The existing base or foundation shall be leveled and mechanically compacted.

Patching along curb and gutter, driveways, sidewalks, and other areas shall be done at the locations and to dimensions and depths as laid out in the field by the Engineer. Tack coat shall be applied to all adjacent existing concrete and asphalt surfaces.

The unit price bid for HMA pavement shall include the cost of tack coat materials.

#### **BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S**

##### **METHOD OF MEASUREMENT**

HMA Pavement 4 LT 28-28 S shall be measured by the area in square yard.

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

#### **BID ITEM 70104 – ADJUST WATER VALVE BOX**

##### **DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to Adjust Water Valve Box as indicated on the plans or as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 702 and 703 of the City of Madison Standard Specifications and supplemented as follows.

Work under this item may include a combination of the following:

(1) Adjust existing water valve boxes to finished grade.

(2) In addition to the work described in (1), furnish and install a new water valve box top casting and lid where the Engineer determines existing valve box top section is damaged or non-functioning.

(3) In addition to the work described in (1) and (2), furnish and install a new lower valve box section(s) where the Engineer determines existing lower valve box sections to be damaged or non-functioning.

#### **METHOD OF MEASUREMENT**

Adjust Water Valve Box shall be measured as each per completed unit acceptably adjusted.

#### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price for each, which price shall be payment in full for furnishing all material, labor, tools, equipment, and incidentals necessary to complete this item of work.

#### **BID ITEM 90001 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7-INCH CONCRETE SIDEWALK AND DRIVEWAY – SIDEWALK REPLACEMENT PROGRAM**

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on driveways and sidewalks in areas designated by the Engineer.

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

#### **BID ITEM 90002 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER – SIDEWALK REPLACEMENT PROGRAM**

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on curb and gutter in areas designated by the Engineer.

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

#### **BID ITEM 90003 - C1 CONCRETE JOINT REPAIR**

#### **DESCRIPTION**

This Bid Item includes all labor, equipment, materials, and incidentals necessary to complete C1 Concrete Joint Repair which shall include saw cutting and removal of the existing, failed concrete joint and replacing it with new C1 Concrete, 7-Inch at the locations directed by the engineer.

This item shall include both longitudinal joint repairs and transverse.

C1 Concrete Joint Repairs shall occur after September 1, 2025.

#### **MATERIALS**

All materials used to replace the failed joint shall be C1 Concrete 7 Inch and shall conform to the "Materials" section of the bid item C1 Concrete Sidewalk, 7-Inch.

The bond breaker used shall be single layer of polyethylene.

## CONSTRUCTION

The Contractor shall make a full depth (assumed 7 inches) saw cut 6 inches from the existing control or expansion joint. The Contractor shall not make any saw cuts beyond 6 inches from the existing joint without prior approval from the engineer. All material between the saw cut and the existing joint shall be removed down to the existing base. The Contractor shall use acceptable means to remove the material without further damaging the adjacent concrete. Concrete removal work shall conform to Part 2 of the Standard Specifications.

Once the existing failed joint material is removed, the contractor shall clean and prepare the area for new C1 Concrete, 7-Inch to be installed in the opened area. All preparation work shall conform to Part 3 of the Standard Specifications.

While the removed joint is open and not filled with new C1 Concrete, the Contractor shall install safety measures to prevent any tripping or falling over the removed joint. This may include, but is not limited to, installing a cover that can withstand foot traffic, using cones and/or barrels to mark any tripping hazards and using caution tape to secure areas that should not be accessed by the public. Removed joints shall be filled with the final C1 Concrete within 1 day of being excavated or the Contractor shall cover the excavated area with appropriate measures so that it can be re-opened to pedestrian traffic and for use by businesses until the concrete can be poured.

**Placing and Finishing Concrete.** Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary  $\frac{1}{4}$  inch from the testing edge by adding or removing concrete while the concrete is still plastic.

All C1 Concrete Joint Repairs shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management specifications of the City Standard Specifications.

## METHOD OF MEASUREMENT

C1 Concrete Joint Repair shall be measured by the Linear Foot acceptably completed. If both sides of an existing expansion or control joint need to be repaired, the length of the joint repair shall be paid at 2 times the length if the joint repair is completed to 12" wide.

## BASIS OF PAYMENT

C1 Concrete Joint Repair measured as stated above, is full compensation for all work, equipment and incidentals necessary to saw cut and remove the concrete from the failed joint and for providing and installing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

## BID ITEM 90004 – SIDEWALK JOINT CAULKING

### DESCRIPTION

This Bid Item includes all labor, materials, tools and incidentals necessary to perform Sidewalk Joint Caulking as directed by the Engineer. The width of the joint being caulked may be as wide as 2 Inches.

Sidewalk Joint Caulking shall occur after September 1, 2025.

## **MATERIALS**

The caulking material shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

## **CONSTRUCTION**

The Contractor shall remove all loose material and properly clean out the joints to be caulked. Cleaning of the joint may be done by use of compressed air or by pressure washing if necessary. The surface shall be clean and dry prior to application of caulk.

The Contractor shall place the caulk in the manner and rate as recommended by the manufacturer. The joint is to be filled until even with adjacent surface, and the Contractor shall strike off caulking as necessary to maintain an even surface. The Contractor shall coordinate work with adjacent businesses.

## **METHOD OF MEASUREMENT**

Sidewalk Joint Caulking shall be measured by Linear Foot acceptably completed.

## **BASIS OF PAYMENT**

Sidewalk Joint Caulking shall be measured as stated above which is full compensation at the contract unit price for all work, tools, equipment, hauling and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90005 - REMOVE ASPHALT JOINT PATCH**

### **DESCRIPTION**

This Bid Item includes all labor, tools, equipment, hauling, and incidentals necessary to Remove Asphalt Joint Patch as directed by the Engineer. All work under this item shall be in accordance with Part II of the Standard Specifications. Asphalt has been used to temporarily repair some sidewalk joints. Asphalt that has been placed in failing joint areas, and is less than 2-inches wide, is to be removed as these joints will be caulked (paid separately).

The Contractor shall use necessary means to remove the asphalt patch without damaging the adjacent sidewalk; if the contractor damages the adjacent sidewalk, it shall be repaired at the Contractor's expense. Significant damage may require a full-depth joint repair.

Once the asphalt patch is removed, the Contractor shall notify the Engineer so that the joint may be inspected to determine if only caulking the joint is necessary or if a full-depth joint repair is necessary. If a full-depth joint repair is necessary, it shall be paid under Bid Item 90003, and the Contractor will also be paid for the asphalt removal. In locations initially called out to be full-depth joint repairs, any asphalt removal shall be considered incidental to the joint repair.

This contract includes 50 linear feet of undistributed Remove Asphalt Joint Patch to be performed at the discretion of the Engineer.

### **METHOD OF MEASUREMENT**

Remove Asphalt Joint Patch shall be measured by the Linear Foot acceptably completed.

### **BASIS OF PAYMENT**

Remove Asphalt Joint Patch shall be measured as stated above which is full compensation at the contract unit price for all work, tools, equipment, hauling and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90006 – REMOVE & REPLACE CONCRETE CURB & GUTTER-BUS PAD LOCATIONS**

### **DESCRIPTION**

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to replace existing concrete curb and gutter at Metro Transit bus pad locations as indicated on the plans or as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

Concrete Curb & Gutter shall be replaced, as directed by the Construction Engineer, at new Metro Transit bus pad locations in order to meet ADA requirements of the adjacent concrete boarding pad. Type 'A' concrete curb and gutter shall be modified as follows. The maximum height of the curb head shall be 9", as measured from the flow line to the top of the curb head. The curb head thickness shall be increased to 9", as measured from the back of curb to face of curb. #4 epoxy coated reinforcing bar shall be placed in thickened portion of curb head and shall be considered incidental to this bid item. The thickened portion of curb head shall then be tapered back for a minimum of 6' as necessary to match the grade and profile of adjacent curb that is to remain.

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

### **METHOD OF MEASUREMENT**

Concrete Curb & Gutter shall be measured by linear foot acceptably installed.

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

### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

## **BID ITEM 90007 – SIDEWALK CURB**

### **DESCRIPTION**

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb as indicated on the plans or as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The Sidewalk Curb is to be installed, as directed by the Construction Engineer, at the back of walk in locations where the sidewalk is lowered. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide and shall be poured monolithic with the adjacent sidewalk.

### **METHOD OF MEASUREMENT**

Sidewalk Curb shall be measured by linear foot acceptably installed.

### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

## **BID ITEM 90008 – BUS PAD**

### **DESCRIPTION**

Work under this item shall consist of construction of new 7 inch concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

Pflaum Rd site (PF-1) requires a WisDOT ROW Permit. Contractor shall not begin construction at this location until verification that City Engineering has obtained permit.

Sherman Ave site (SH-1) requires approvals by the Wisconsin State Historical Society and the Landmarks Commission. Contractor shall not begin construction at this location until verification of these approvals by City Engineering.

### **METHOD OF PAYMENT**

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under bid item 30301; 5" concrete sidewalk.

### **BASIS OF PAYMENT**

The contract price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

2025 CITYWIDE DEFECT DATA														
Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	C1 Concrete Joint Repair (LF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53558	6146 Pacific Crest Rd	Pacific Crest Rd	Sidewalk	24.5										
53562	9709 Sandhill Rd	Sandhill Rd	Sidewalk	49.5										Near 2nd tree east of driveway.
53562	9715 Sandhill Rd	Sandhill Rd	Sidewalk	105.1										Near tree west of driveway.
53562	9715 Sandhill Rd	Sandhill Rd	Sidewalk	105.0										Near tree east of driveway.
53562	9401 White Fox Ln	Fargo Trl	Sidewalk	52.5										Near 2nd tree south of White Fox Ln, on Fargo Trl.
53593	1802 Maplecrest Dr	Maplecrest Dr	Sidewalk	23.9										North of driveway into Hawks Reserve Condos, at Hawks Reserve Ln
53593	8817 Silkwood Trl	Sundance Dr	Sidewalk	102.5										
53593	9301 Winter Frost Pl	Winter Frost Pl	Sidewalk	26.0										
53703	6 N Carroll St	N Carroll St	C1 Joint Repair							37.0				Grace Episcopal Church
53703	14 S Carroll St	S Carroll St	C1 Joint Repair							13.0				Best Western Park Hotel, near gated parking lot. <b>Sidewalk Joint Cauliking (approx. 13')</b> .
53703	1 E Dayton St	E Mifflin St	C1 Joint Repair							13.0				Wells Fargo, Axley Attorneys, Merrill Lynch.
53703	10 W Doty St	W Main St	C1 Joint Repair							206.0				Near old Metro Bus Stop on W Main St.
53703	10 W Doty St	W Main St	C1 Joint Repair							9.0				Near entrance to Subway on W Main St
53703	1112 Elizabeth St	Elizabeth St	Sidewalk	62.0										Brick landscape pavers near tree. Numerous terrace plantings.
53703	525 W Johnson St	Marion St	Concrete Pavement									20.7		Southeast corner of W Johnson St and Marion St. Storm MH casting in pavement repair area.
53703	525 W Johnson St	Marion St	Curb										16	Southeast corner of W Johnson St and Marion St. Water valve in curb line?
53703	525 W Johnson St	Marion St	Sidewalk		16.9									Terrace concrete adjacent to ramp.
53703	1022 W Johnson St	W Johnson St	Sidewalk	129.0										1st tree east of N Mills St, on W Johnson St. 4 sidewalk stones total, and 2 terrace concrete sections. May need to remove tree grate and frame. Brick pavers in terrace.
53703	1022 W Johnson St	W Johnson St	Sidewalk	56.1										1st tree east of N Mills St, on W Johnson St. 4 sidewalk stones total, and 2 terrace concrete sections. May need to remove tree grate and frame. Brick pavers in terrace.
53703	1022 W Johnson St	W Johnson St	Sidewalk	30.3										1st tree east of N Mills St, on W Johnson St. 4 sidewalk stones total, and 2 terrace concrete sections. May need to remove tree grate and frame. Brick pavers in terrace.
53703	1 E Main St	E Main St	C1 Joint Repair							17.0				Square Wine Co.
53703	33 E Main St	E Main St	C1 Joint Repair							39.0				Tavernakaya. <b>Sidewalk Joint Caulking (approx. 26')</b> .
53703	110 E Main St	S Pinckney St	C1 Joint Repair							21.0				Near Collectivo Coffee, on S Pinckney St, near E Main St.
53703	110 E Main St	S Pinckney St	C1 Joint Repair							22.0				Near Metro Bus Stop, on S Pinckney St. <b>Sidewalk Joint Caulking (approx. 13')</b> .
53703	110 E Main St	S Pinckney St	C1 Joint Repair							51.0				Back side of Metro Bus Stop, near entrance tp L'Etoile and Graze, on S Pinckney St.
53703	110 E Main St	S Pinckney St	C1 Joint Repair							19.0				US Bank Plaza, on S Pinckney St. <b>Sidewalk Joint Caulking (approx. 6')</b> .
53703	110 E Main St	S Pinckney St	C1 Joint Repair							43.0				US Bank Plaza, near fountain at corner of S Pinckney St/E Washington Ave.
53703	17 W Main St	W Doty St	Sidewalk	44.7										Risser Justice Center; 1st tree west of MLK Jr Blvd on W Doty St. Terrace concrete adjacent to tree. Remove cast iron tree border?
53703	23 W Main St	W Main St	C1 Joint Repair							12.0				Old National Bank
53703	122 W Main St	W Main St	Sidewalk	78.0										Near tree grate
53703	122 W Main St	W Main St	Sidewalk	78.0										At doorway to building.
53703	122 W Main St	W Main St	Sidewalk	12.0										Tool band at BOW, at doorway to building.
53703	122 W Main St	W Main St	Sidewalk	131.6										Between doorway and intersection of Fairchild St.
53703	122 W Main St	W Main St	Sidewalk	18.0										Tool band at BOW, between doorway and intersection of Fairchild St.
53703	122 W Main St	W Main St	Sidewalk	44.1										At corner of W Main St and Fairchild St.
53703	22 E Mifflin St	E Mifflin St	C1 Joint Repair							8.0				Mullins Bldg, near old Metro Bus Stop. <b>Sidewalk Joint Caulking (approx. 10')</b> .
53703	101 E Mifflin St	N Pinckney St	C1 Joint Repair							16.0				YWCA
53703	12 W Mifflin St	W Mifflin St	C1 Joint Repair							5.0				Rare Steakhouse
53703	30 W Mifflin St	W Mifflin St	C1 Joint Repair							36.0				Wisconsin Veteran's Museum
53703	30 W Mifflin St	N Carroll St	C1 Joint Repair							17.0				Wisconsin Veteran's Museum, on N Carroll St near Ian's Pizza.

2025 CITYWIDE DEFECT DATA														
Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	C1 Concrete Joint Repair (LF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53703	1 N Pinckney St	N Pinckney St	C1 Joint Repair							41.0				Near fountain at corner of N pinckney St/E Washington Ave. <b>Sidewalk Joint Caulking (approx. 5')</b> .
53703	7 N Pinckney St	N Pinckney St	C1 Joint Repair							10.0				Centre Seven Bldg
53703	21 N Pinckney St	N Pinckney St	C1 Joint Repair							33.0				The Old Fashioned
53703	1221 Sherman Ave	Sherman Ave	Sidewalk	26.5										
53703	409 State St	W Gorham St	Sidewalk	75.8										On W Gorham St side of property, at 316 W Gorham. Adjacent to terrace tree grate.
53703	402 N Thornton Ave	Sherman Ave	Bus Pad			260.0	112.0				120.0			(SH-1) S side of Sherman Ave, E of Marston Ave. Bus Pad (approx. 15'x8') and sidewalk (approx. 45'x5' and 7'x5'). Terrace concrete (approx. 45'x2.5').
53703	653 W Washington Ave	W Washington Ave	Bus Pad			50.0					150.0			(C-07) S side of W Washington Ave, E of Proudfit St. Bus pad (approx. 15'x10') and walkway (approx. 10'x5').
53703	660 W Washington Ave	W Washington Ave	Bus Pad								50.0		20	(C-08) N side of Regent St, W of W Washington Ave. Bus pad only (approx. 10'x5'). May need modified C&G to achieve cross slope on pad (approx. 20').
53703	100 Wisconsin Ave	W Mifflin St	C1 Joint Repair							39.0				
53703	100 Wisconsin Ave	W Mifflin St	C1 Joint Repair							17.0				Near entrance to 10 W Mifflin St, Town Bank.
53703	312 Wisconsin Ave	W Gorham St	Sidewalk	27.0										Bethel Lutheran Church, on W Gorham St.
53703	401 Wisconsin Ave	E Gorham St	Sidewalk	76.9										Brick pavers and block retaining wall at BOW.
53704	3360 Basil Dr	Basil Dr	Sidewalk	101.5										
53704	4306 Bellgrove Ln	Carberry St	Sidewalk	26.0										
53704	4408 Bellgrove Ln	Bellgrove Ln	Sidewalk	51.0										
53704	4440 Bellgrove Ln	Bellgrove Ln	Sidewalk	27.0										Near 1st tree south of Di Loreto Ave.
53704	4440 Bellgrove Ln	Bellgrove Ln	Sidewalk	53.6										Near 2nd tree south of Di Loreto Ave.
53704	4101 Carberry St	Bellgrove Ln	Sidewalk	49.9										Near 2nd tree north of Carberry St, on Bellgrove Ln
53704	4101 Carberry St	Bellgrove Ln	Sidewalk	52.0										Near 3rd tree north of Carberry St, on Bellgrove Ln
53704	4118 Carberry St	Carberry St	Sidewalk	51.0										
53704	4121 Carberry St	Carberry St	Sidewalk	51.5										
53704	4201 Di Loreto Ave	Di Loreto Ave	Sidewalk	33.2										
53704	4205 Di Loreto Ave	Di Loreto Ave	Sidewalk	140.8										
53704	4206 Di Loreto Ave	Di Loreto Ave	Sidewalk	168.3										
53704	2501 East Springs Dr	High Crossing Blvd	Bus Pad	100.0							50.0		20	(C-06) W side of High Crossing Blvd, N of East Springs Dr. Bus pad only (approx. 10'x5'). May need modified C&G (approx. 20') and/or sidewalk replacement (approx. 20'x5') to achieve cross slope on pad.
53704	4109 Grayhawk Trl	Grayhawk Trl	Sidewalk	50.5										
53704	4146 Grayhawk Trl	Di Loreto Ave	Sidewalk	52.5										
53704	4202 Grayhawk Trl	Di Loreto Ave	Sidewalk	50.0										
53704	2317 International Ln	Anderson St	Sidewalk	72.0										6' wide sidewalk.
53704	3108 International Ln	Darwin Rd	Bus Pad			475.0					105.0			sidewalk (approx. 95'x5').
53704	101 Kennedy Heights	Northport Dr	Bus Pad								70.0			(C-02) N side of Northport Dr, E of Kennedy Rd. Bus pad only (approx. 10'x7').
53704	4001 Mandrake Rd	Northport Dr	Bus Pad								70.0			(C-01) N side of Northport Dr, W of Goodland Dr. Bus pad only (approx. 10'x7').
53704	926 Northport Dr	Northport Dr	Ramp		48.1			8						
53704	2302 Pennsylvania Ave	Pennsylvania Ave	Concrete Pavement									38.9		Inbound Pennsylvania Ave, curb lane. 2 pavement slabs (approx. 31.8'x11'). At D/W to Knabe Tool Works. MMSD MH casting in pavement may need to be adjusted.
53704	2302 Pennsylvania Ave	Pennsylvania Ave	Curb										6	Inbound Pennsylvania Ave, curb lane. At D/W to Knabe Tool Works.
53704	3101 N Sherman Ave	N Sherman Ave	Ramp		62.5			12						Ramp at corner of N Sherman Ave and Northport Dr, crossing N Sherman. 3 (2'x2') DWF's. Removal limits not marked as of 03/15.
53704	811 Troy Dr	Troy Dr	Bus Pad								105.0		30	(C-03) S side of Troy Dr, E of School Rd. Bus pad only (approx. 15'x7'). May need modified C&G to achieve cross slope on pad (approx. 30').
53704	1113 Troy Dr	Troy Dr	Bus Pad								70.0		20	(C-04) S side of Troy Dr, W of Goodland Dr. Bus pad only (approx. 10'x7'). May need modified C&G to achieve cross slope on pad (approx. 20').

2025 CITYWIDE DEFECT DATA														
Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	C1 Concrete Joint Repair (LF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53704	1425 Troy Dr	Troy Dr	Bus Pad								100.0		20	(C-05) S side of Troy Dr, W of Northport Dr. Bus pad (approx. 10'x5') and shelter pad (approx. 10'x5'). May need modified C&G to achieve cross slope on pad (approx. 20').
53704	4121 Vidon Dr	Vidon Dr	Sidewalk	50.0										
53705	5701 South Hill Dr	South Hill Dr	Curb										11	
53711	2525 Gregory St	Gregory St	Sidewalk	25.4										<b>**HOLD**</b> Resident claims damage was done by ABC Supply Co. while delivering shingles to house for roof replacement project. Will need to work out repair details with P.O. or contractor prior to replacing sidewalk.
53711	1499 Monroe St	Regent St	Ramp		36.0			12						Median island at Regent St/Monroe St/Little St, in front of UW Field House. Ramp crossing Regent St (approx. 9'x4') and 3 (2'x2') DWF's. Removal limits not marked as of 03/15.
53711	3718 Nakoma Rd	Nakoma Rd	Curb										37	
53711	414 Rushmore Ln	Mineral Point Rd	Bus Pad			285.0			180.0		80.0			(MP-1) S side of Mineral Point Rd, E of Racine Rd. Bus pad (approx. 10'x8'), sidewalk (approx. 57'x5'). Remove existing bus pad near ramp (approx. 10'x9') and at sidewalk (approx. 13'x7').
53713	1009 Applegate Rd	Applegate Rd	Curb										22.1	Sherwin Williams
53713	2510 W Beltline Hwy	W Beltline Hwy Frontage Rd	Sidewalk	49.5										East of D/W into Rosen Nissan lot. Adj MH casting.
53713	2510 W Beltline Hwy	W Beltline Hwy Frontage Rd	Sidewalk		73.0									At easterly D/W into Rosen Nissan lot.
53713	2510 W Beltline Hwy	W Beltline Hwy Frontage Rd	Sidewalk	47.9										West of D/W into Rosen Nissan lot.
53713	630 Burdette Ct	Burdette Ct	Curb										12	At P.L. between 632-635 Burdette Ct. Partially at D/W to 635.
53714	5009 Hackney Way	Hackney Way	Sidewalk	95.5										Near P.L. to 5013 Hackney Way
53714	5118 Hackney Way	Hackney Way	Sidewalk	155.6										Partial stone at D/W.
53714	4229 Portland Pkwy	Portland Pkwy	Sidewalk	53.5										
53714	5329 Portsmouth Way	Portsmouth Way	Sidewalk	28.0										
53716	1010 Amsterdam Ave	Amsterdam Ave	Sidewalk	133.0										
53716	4538 E Broadway	E Broadway	Bus Pad			300.0	49.0	10			50.0		15	(EB-1) N side of E Broadway, E of E Broadway Service Rd. Bus pad (approx. 10'x5'), sidewalk (approx. 60'x5') and ramp (approx. 7'x7').
53716	4815 Cottage Grove Rd	Cottage Grove Rd	Sidewalk	26.5										
53716	2017 Ellen Ave	Ellen Ave	Sidewalk	24.0										
53716	5853 Oxbow Bend	Oxbow Bend	Sidewalk	76.0										At first tree west of D/W.
53716	4416 Pflaum Rd	Pflaum Rd	Bus Pad			1010.0	105.0	20			165.0		30	(PF-1) N side of Pflaum Rd, E of Stoughton Rd. Bus Pad (approx. 15'x11'), sidewalk (approx. 202'x5'), and two ramps (approx. 11'x7' and 7'x4'). <b>Sidewalk Curb (approx. 105').</b>
53716	1509 Tarragon Dr	Tarragon Dr	Sidewalk	57.2										
53716	2106 S Thompson Dr	S Thompson Dr	Sidewalk	49.0										
53716	2202 Wagon Trl	Wagon Trl	Sidewalk	103.0										At first tree east of D/W.
53716	2202 Wagon Trl	Wagon Trl	Sidewalk	102.5										At first tree west of D/W.
53717	8612 Blackwolf Dr	Blackwolf Dr	Ramp						54.0					Near 8616 Blackwolf Dr. Remove ramp crossing Blackwolf Dr and close curb cut.
53717	8612 Blackwolf Dr	Blackwolf Dr	Curb										14.0	Near 8616 Blackwolf Dr. Remove ramp crossing Blackwolf Dr and close curb cut.
53717	8619 Blackwolf Dr	Blackwolf Dr	Sidewalk	28.0										Near driveway to 8623 Blackwolf Dr. 100% assess to P.O.
53717	8619 Blackwolf Dr	Blackwolf Dr	Sidewalk	26.0										At driveway. 100% assess to P.O.
53717	8624 Blackwolf Dr	Blackwolf Dr	Ramp		26.6			8						Replace bottom half of ramp crossing Shawn Trl.
53717	8627 Blackwolf Dr	Blackwolf Dr	Curb										8.7	At driveway to 8631 Blackwolf Dr. Needs asphalt patching (approx. 4'x2'). 100% assess to P.O.
53717	502 N High Point Rd	Old Sauk Rd	Sidewalk	202.5										Near 4th tree west of N High Point Rd, on Old Sauk Rd.
53717	650 N High Point Rd	Old Sauk Rd	Sidewalk	46.0										Near 2nd tree west of N High Point Rd, on Old Sauk Rd. In front of Geico Insurance office store front.
53717	650 N High Point Rd	Old Sauk Rd	Sidewalk	70.4										Near 3rd tree west of N High Point Rd, on Old Sauk Rd. In front of Hardware Studio store front.

2025 CITYWIDE DEFECT DATA														
Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	C1 Concrete Joint Repair (LF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53717	450 Junction Rd	Junction Rd	Bus Pad	100.0					65.0		60.0		20	(JU-1) W side of Junction Rd, S of Blackwolf Dr. Bus pad (approx. 10'x6') and sidewalk (approx. 20'x5'). Remove existing bus pad (approx. 10'x6.5'). May need modified C&G to achieve cross slope on pad (approx. 20').
53717	450 Junction Rd	Junction Rd	Ramp	150.0			48.0	10					15	(JU-1) W side of Junction Rd, S of Blackwolf Dr. Ramp (approx. 8'x6') and sidewalk (approx. 30'x5'). <b>Sidewalk Curb (approx. 30')</b> .
53717	451 Junction Rd	Junction Rd	Bus Pad	75.0							60.0		20	(JU-1) E side of Junction Rd, S of Blackwolf Dr. Bus pad (approx. 10'x6'), sidewalk (approx. 15'x5'). May need modified C&G to achieve cross slope on pad (approx. 20').
53717	451 Junction Rd	Junction Rd	Ramp	125.0			48.0	10	65.0				15	(approx. 25'x5'). <b>Sidewalk Curb (approx. 25')</b> . Remove existing bus pad (approx.
53717	451 Junction Rd	Junction Rd	Ramp				108.0	20					30	(JU-1) Median Island of Junction Rd, S of Blackwolf Dr. Ramp (approx. 18'x6').
53717	650 Junction Rd	Junction Rd	Sidewalk	50.0										West side of Junction Rd, near 3rd tree south of Old Sauk Rd.
53717	406 Meadow Rose Ln	Theis Trl	Ramp		43.2			8						Near 412 Meadow Rose Ln. Replace bottom half of ramp crossing Theis Trl.
53717	406 Meadow Rose Ln	N Pleasant View Rd	Ramp		36.0			8						Near 412 Meadow Rose Ln. Replace bottom half of ramp crossing N Pleasant View Rd.
53717	503 Meadow Rose Ln	Meadow Rose Ln	Ramp						55.3					Remove ramp crossing Meadow Rose Ln and close curb cut.
53717	503 Meadow Rose Ln	Meadow Rose Ln	Curb										17.3	Remove ramp crossing Meadow Rose Ln and close curb cut.
53717	7345 Mineral Point Rd	Mineral Point Rd	Ramp		63.0			16						Pork chop pedestrian island at southwest corner of Mineral Point Rd/West Towne Way. Traffic sign in concrete will need to be removed.
53717	301 Samuel Dr	Samuel Dr	Sidewalk	25.5										At driveway.
53717	327 Samuel Dr	Samuel Dr	Sidewalk	23.4										Near 425 Samuel Dr. 100% assess to P.O.
53717	517 Samuel Dr	Samuel Dr	Sidewalk	23.5										Near 8534 Blackwolf Dr, on Samuel Dr.
53717	517 Samuel Dr	Blackwolf Dr	Sidewalk	26.0										At driveway to 8530-8534 Blackwolf Dr. 100% assess to P.O.
53717	8602 Wood Violet Way	Wood Violet Way	Sidewalk	24.5										
53718	2 Buttonwood Ct	Buttonwood Dr	Sidewalk	97.5										5th tree west of driveway to 5302 Buttonwood Dr
53718	2 Buttonwood Ct	Buttonwood Dr	Sidewalk	24.0										7th tree west of driveway to 5302 Buttonwood Dr
53718	2 Buttonwood Ct	Buttonwood Dr	Sidewalk	49.0										8th tree west of driveway to 5302 Buttonwood Dr
53718	2 Buttonwood Ct	Buttonwood Dr	Sidewalk	52.0										9th tree west of driveway to 5302 Buttonwood Dr
53718	5202 High Crossing Blvd	High Crossing Blvd	Bus Pad			175.0	56.0	10			150.0		15	(HC-1) W side of High Crossing Blvd, N of Crossroads Dr. Bus pad (approx. 15'x10'), sidewalk (approx. 35'x5'), and ramp (approx. 8'x7').
53718	5202 High Crossing Blvd	High Crossing Blvd	Ramp				35.0	20						(HC-1) Median Island of High Crossing Blvd, N of Crossroads Dr. Ramp (approx. 5'x5'). <b>Concrete Mountable Median Island Nose (approx. 94 SF).</b>
53718	6319 Kilpatrick Ln	Kilpatrick Ln	Sidewalk	168.0										Near 6301-6303 Kilpatrick Ln
53718	6319 Kilpatrick Ln	Kilpatrick Ln	Sidewalk	128.5										Near 6305-6307 Kilpatrick Ln
53718	6009 Lyda Woods Ln	Lyda Woods Ln	Sidewalk	25.0										<b>**HOLD**</b> Resident claims damage was done by Veridian while constructing house at 317 Milky Way. Near property line to 317 Milky Way.
53719	6501 Appleglen Ln	Dallas Dr	Sidewalk	47.5										Near 1st tree south of Appleglen Ln, on Dallas Dr.
53719	6501 Appleglen Ln	Dallas Dr	Sidewalk	49.0										Near P.L. to 3922 Dallas Dr.
53719	7113 Birchstone Dr	Birchstone Dr	Sidewalk	24.5										Near P.L. to 7109 Birchstone Dr.
53719	7118 Birchstone Dr	Birchstone Dr	Sidewalk	52.5										
53719	1 Elmwood Ct	Timberwood Dr	Sidewalk	49.0										
53719	2 Hartford Ct	McKee Rd	Bus Pad								195.0		30	(C-11) S side of McKee Rd, E of Manchester Rd. Bus pad only (approx. 15'x13'). May need modified C&G to achieve cross slope on pad (approx. 30').
53719	7010 Heather Glen Dr	Heather Glen Dr	Sidewalk	111.0										At private walkway to house. Brick paver walkway in terrace.
53719	8202 Highview Dr	Highview Dr	Sidewalk	45.5										Near 1st tree west of Commerce Dr, on Highview Dr
53719	3654 Ice Age Dr	Ice Age Dr	Sidewalk	76.5										Near P.L. between 3650-3654 Ice Age Dr.
53719	3150 Manchester Rd	McKee Rd	Bus Pad	100.0							50.0		20	(C-12) N side of McKee Rd, W of Manchester Rd. Bus pad only (approx. 10'x5'). May need modified C&G (approx. 20') and/or sidewalk replacement (approx. 20'x5') to achieve cross slope on pad.

2025 CITYWIDE DEFECT DATA														
Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	C1 Concrete Joint Repair (LF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53719	7130 Maple Point Dr	Maple Point Dr	Sidewalk	50.0										
53719	7130 Maple Point Dr	Maple Point Dr	Ramp		37.5			8						
53719	8137 Mayo Dr	Mayo Dr	Ramp		21.0			8						Vacant lot at SE corner of Waldorf Blvd/Mayo Dr. Bottom half of ramp crossing Mayo Dr.
53719	8137 Mayo Dr	Waldorf Blvd	Ramp		21.0			8						Vacant lot at SE corner of Waldorf Blvd/Mayo Dr. Bottom half of ramp crossing Waldorf Blvd.
53719	6601 McKee Rd	McKee Rd	Bus Pad								130.0			(C-10) S side of McKee Rd, E of Maple Grove Rd. Bus pad only (approx. 13'x10').
53719	7818 Starr Grass Dr	Copper Leaf Trl	Sidewalk	22.5										Near 1st tree north of Starr Grass Dr.
53719	3718 Stonebridge Dr	Heather Glen Dr	Sidewalk	146.5										Near 1st tree west of Stonebridge Dr, on Heather Glen Dr.
53719	3230 Tanglewood Dr	Maple Point Dr	Sidewalk	51.0										
53719	7149 Timberwood Dr	Timberwood Dr	Sidewalk	25.0										Near 1st tree south of driveway.
53719	6417 Urich Ter	Urich Ter	Sidewalk	54.6										
53719	1723 Waldorf Blvd	Waldorf Blvd	Ramp		21.0			8						Waldorf Midtown Apts. Bottom half of ramp crossing Waldorf.
53719	1506 Yellowcress Dr	Yellowcress Dr	Sidewalk	48.2										
53719	1514 Yellowcress Dr	Yellowcress Dr	Sidewalk	81.9										
53719	1526 Yellowcress Dr	Yellowcress Dr	Sidewalk	22.5										
53719	1538 Yellowcress Dr	Yellowcress Dr	Sidewalk	44.6										
53726	10 S Spooner St	S Spooner St	Bus Pad								60.0		20	(C-09) W side of S Spooner St, S of Regent St. Bus pad only (approx. 15'x4'). May need modified C&G to achieve cross slope on pad (approx. 20').
				6228.5	505.8	2555.0	561.0	204.0	419.3	724.0	1890.0	59.6	484.1	

Metro Bus Pad Improvements Contract #8792																
Map	Stop ID	Site Address	Frontage	Location	Width	Length	Thickness	Bus Pads (SF)	R&R 5" SW (SF)	5" Sidewalk (SF)	7" Sidewalk (SF)	Remove Concrete SW & Dr (SF)	DWF (SF)	Sidewalk Curb (LF)	R&R C&G (LF)	Comments
C-01	NEW	4001 Mandrake Rd	Northport Dr	N side of Northport Dr, W of Goodland Dr	7	10	7	70								Bus pad only
C-02	NEW	101 Kennedy Heights	Northport Dr	N side of Northport Dr, E of Kennedy Rd	7	10	7	70								Bus pad only
C-03	NEW	811 Troy Dr	Troy Dr	S side of Troy Dr, E of School Rd	7	15	7	105							30	Bus pad only
C-04	NEW	1113 Troy Dr	Troy Dr	S side of Troy Dr, W of Goodland Dr	7	10	7	70							20	Bus pad only
C-05	NEW	1425 Troy Dr	Troy Dr	S side of Troy Dr, W of Northport Dr	10	10	7	100							20	Bus and shelter pad
C-06	NEW	2501 East Springs Dr	High Crossing Blvd	W side of High Crossing Blvd, N of East Springs Dr	5	10	7	50	100						20	Bus pad only
C-07	NEW	653 W Washington Ave	W Washington Ave	S side of W Washington Ave, E of Proudft St	10	15	7	150		50						Bus pad and sidewalk
C-08	NEW	660 W Washington Ave	Regent St	N side of Regent St, W of W Washington Ave	5	10	7	50							20	Bus pad only
C-09	NEW	10 S Spooner St	S Spooner St	W side of S Spooner St, S of Regent St	4	15	7	60							20	Bus pad only
C-10	8371	6601 McKee Rd	McKee Rd	S side of McKee Rd, E of Maple Grove Rd	13	10	7	130								Bus pad only
C-11	NEW	2 Hartford Ct	McKee Rd	S side of McKee Rd, E of Manchester Rd	13	15	7	195							30	Bus pad only
C-12	NEW	3150 Manchester Rd	McKee Rd	N side of McKee Rd, W of Manchester Rd	5	10	7	50	100						20	Bus pad only
DA-1	9914	3108 International Ln	Darwin Rd	N side of Darwin Rd, W of International Ln	7	15	7	105		475						Bus pad and sidewalk
EB-1	3150	4538 E Broadway	E Broadway	N side of E Broadway, E of E Broadway Service Rd	5	10	7	50		300	49		10		15	Bus pad, sidewalk, ramp
HC-1	9260	5202 High Crossing Blvd	High Crossing Blvd	W side of High Crossing Blvd, N of Crossroads Dr	15	10	7	150		175	56		10		15	Bus pad, sidewalk, ramp
HC-1	9260	5202 High Crossing Blvd	High Crossing Blvd	Median Island of High Crossing Blvd, N of Crossroads Dr							35		20			Ramp
JU-1	6279	451 Junction Rd	Junction Rd	E side of Junction Rd, S of Blackwolf Dr	6	10	7	60	75						20	Bus pad only
JU-1	6279	451 Junction Rd	Junction Rd	E side of Junction Rd, S of Blackwolf Dr					125		48	65	10	25	15	Ramp
JU-1	6279	451 Junction Rd	Junction Rd	Median Island of Junction Rd, S of Blackwolf Dr							108		20		30	Ramp
JU-1	6818	450 Junction Rd	Junction Rd	W side of Junction Rd, S of Blackwolf Dr	6	10	7	60	100			65			20	Bus pad only
JU-1	6818	450 Junction Rd	Junction Rd	W side of Junction Rd, S of Blackwolf Dr					150		48		10	30	15	Ramp
MP-1	2829	414 Rushmore Ln	Mineral Point Rd	S side of Mineral Point Rd, E of Racine Rd	8	10	7	80		285		180				Bus Pad, sidewalk
PF-1	7668	4416 Pflaum Rd	Pflaum Rd	N side of Pflaum Rd, E of S Stoughton Rd	11	15	7	165		1010	105		20	105	30	Bus pad, sidewalk, ramps
SH-1	1129	402 N Thornton Ave	Sherman Ave	S side of Sherman Ave, E of Marston Ave	8	15	7	120		260	112					Bus pad, sidewalk
								1890	650	2555	561	310	100	160	340	

Possible locations to use modified curb item #90006

**4001 Mandrake Rd; north side of Northport Dr,  
west of Goodland Dr.**

**Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 65' thru 75' after inlet.**



**101 Kennedy Hts; north side of Northport Dr,  
east of Kennedy Rd.**

**Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 55' thru 65' before ramp.**



**811 Troy Dr; south side of Troy Dr,  
east of School Rd.**

**Standard 15' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 40' thru 55' after ramp.**

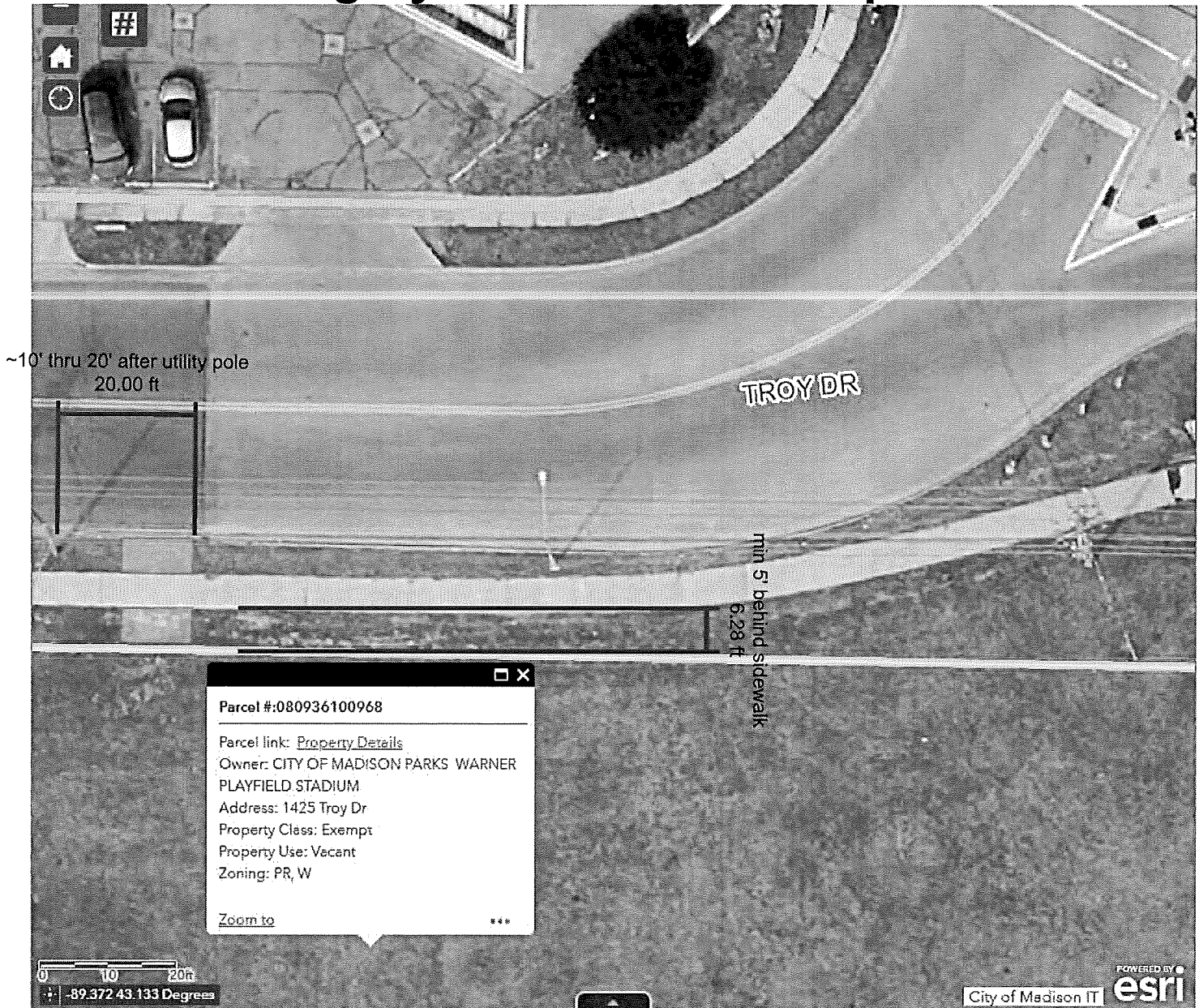


**1113 Troy Dr; south side of Troy Dr,  
west of Goodland Dr  
Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 10' thru 20' after pole.**



**1425 Troy Dr; south side of Troy Dr,  
west of Northport Dr.**

**Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 10' thru 20' after pole.**



***Also 10' wide by at least 5' deep concrete  
shelter pad, behind sidewalk.***

**2501 East Springs Dr; west side of High Crossing Blvd, north of East Springs Dr.  
Standard 10' wide concrete pad between curb and sidewalk (confirm slope  $\leq 2.1\%$ ), at roughly 10' thru 20' after pole.**

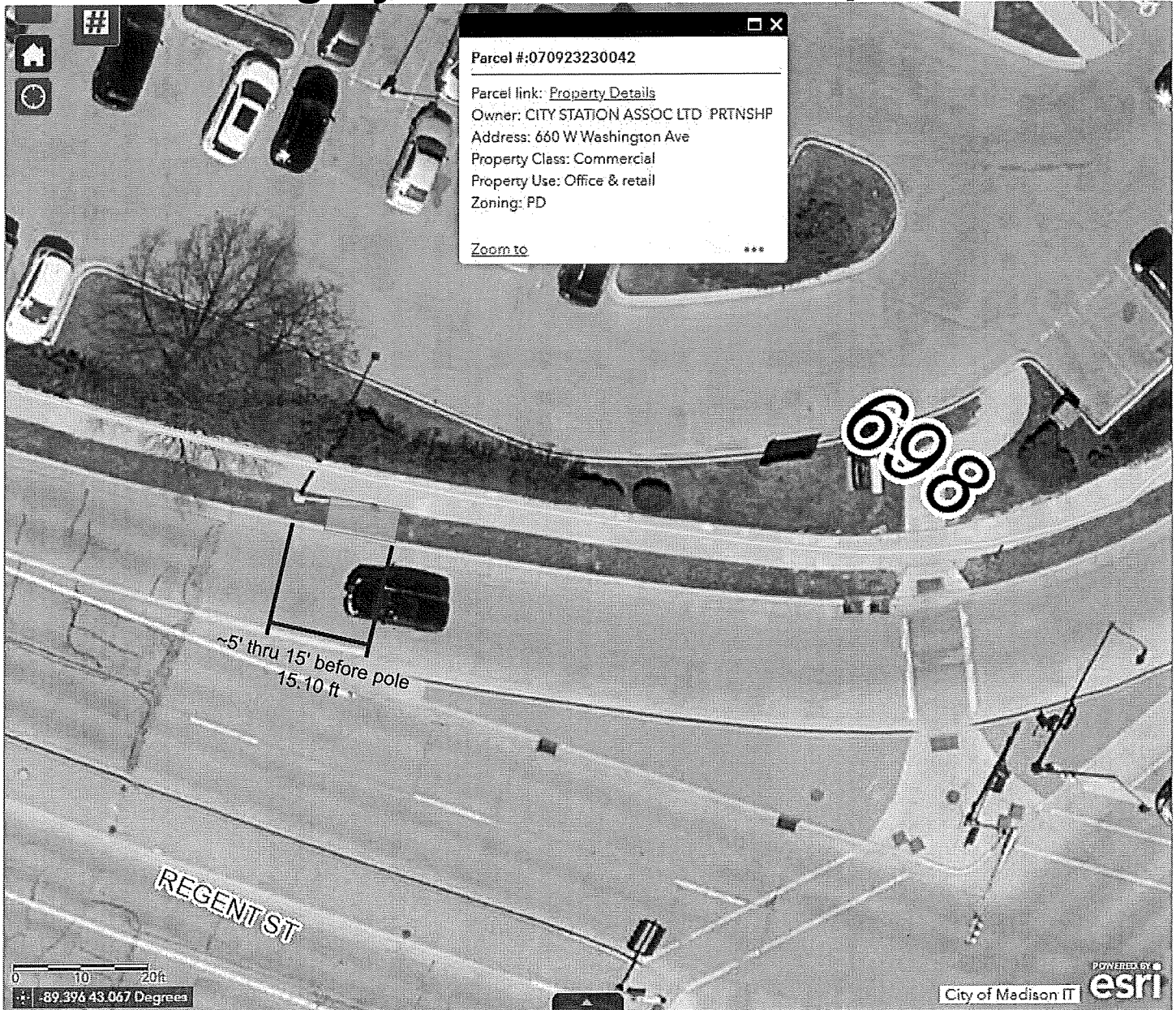


**653 W Washington Ave; south side of W Wash  
Ave, east of Proudfit St.**

**Standard 15' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 5' thru 20' before BCycle.**

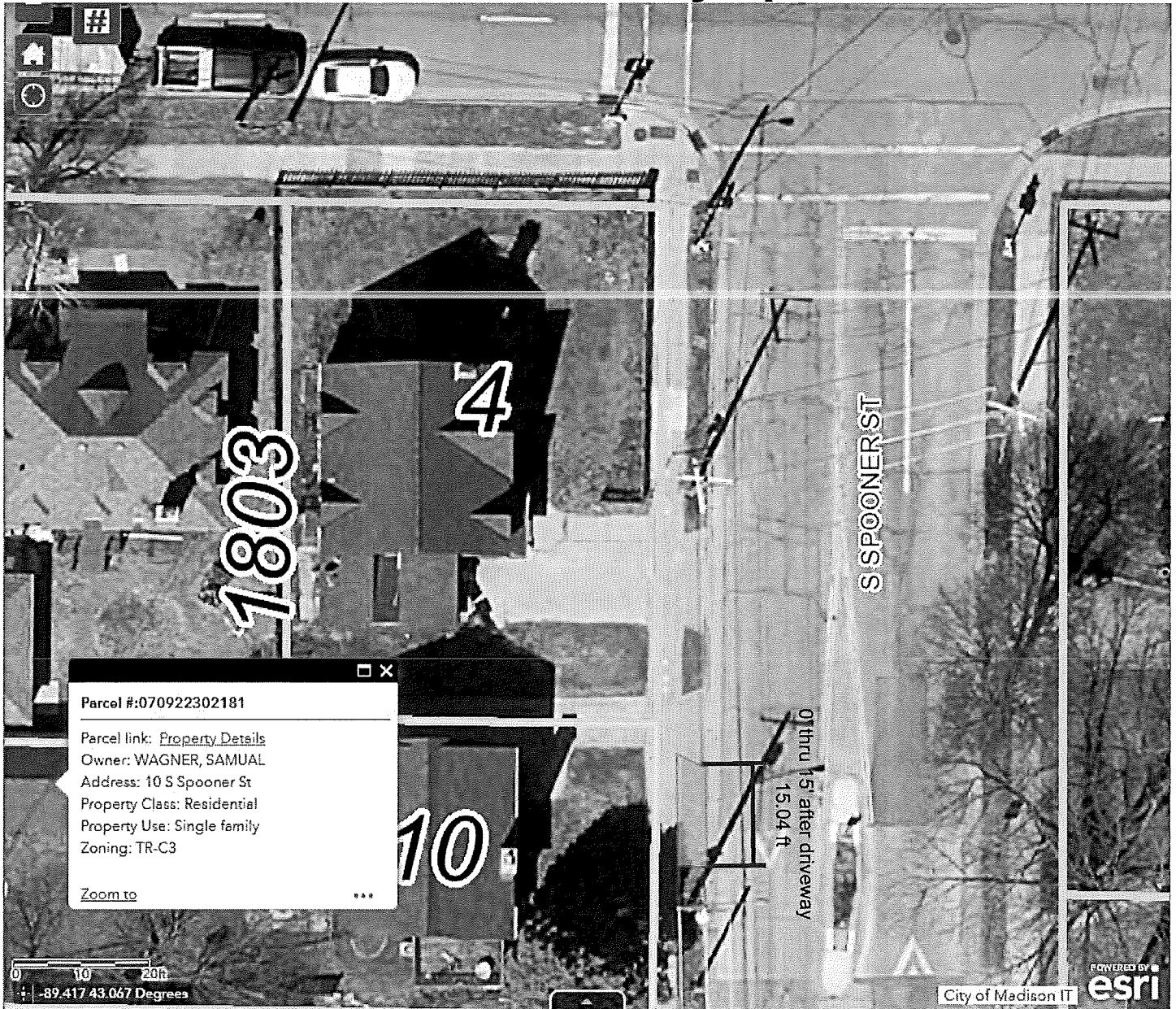


**660 W Washington Ave; north side Regent St,  
west of W Washington Ave.  
Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 5' thru 15' before pole.**



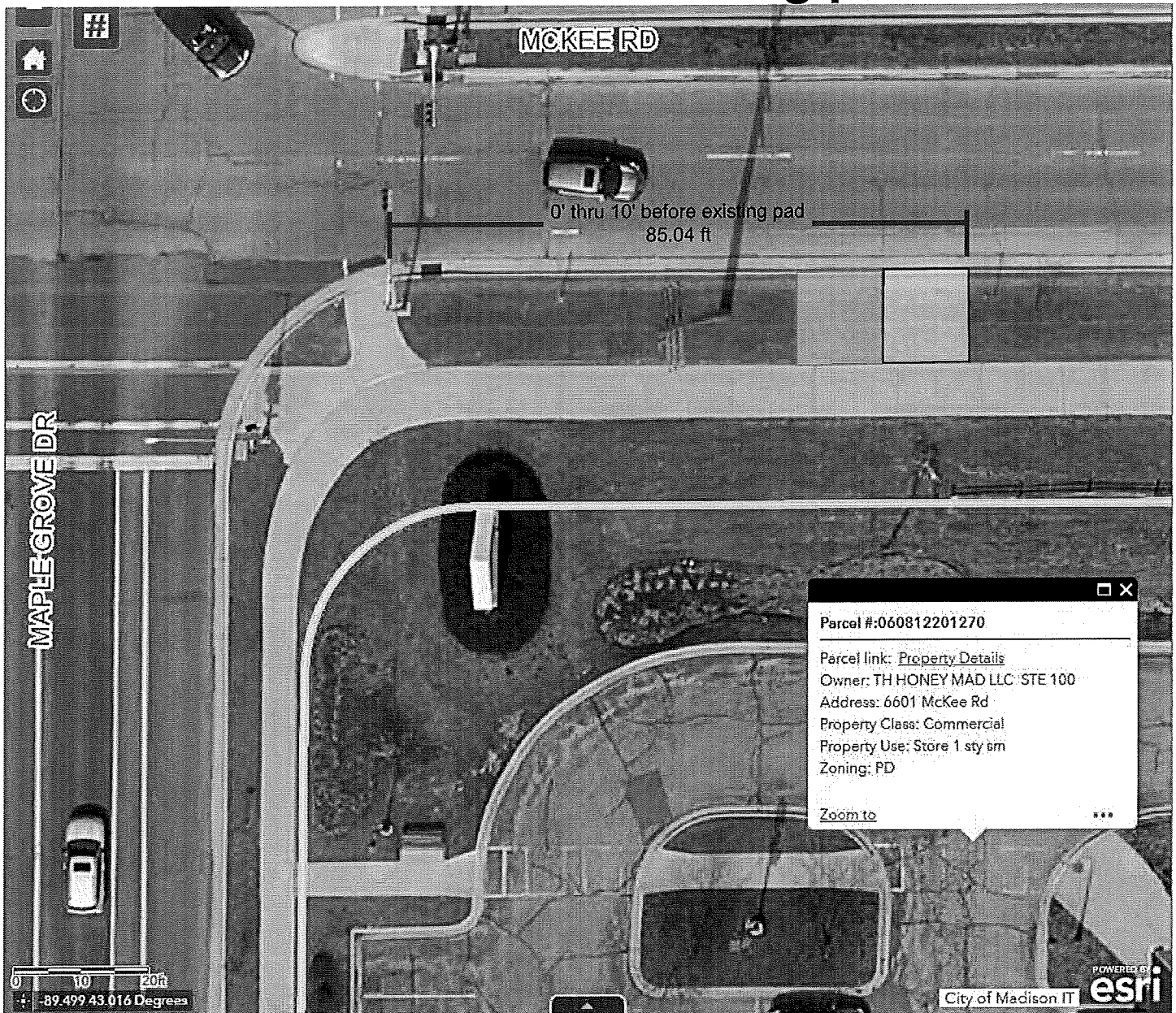
**10 S Spooner St; west side of S Spooner St,  
south of Regent St.**

**Standard 15' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at 0' thru  
15' after driveway apron.**



**6601 McKee Rd; south side of McKee Rd,  
east of Maple Grove Rd.**

**Standard 10' wide concrete widening between  
curb and sidewalk (confirm slope  $\leq 2.1\%$ ), at 0'  
thru 10' before existing pad.**



**2 Hartford Ct; south side of McKee Rd,  
east of Manchester Rd.**

**Standard 15' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 55' thru 70' after ramp.**



**3150 Manchester Rd; north side of McKee Rd,  
west of Manchester Rd.**

**Standard 10' wide concrete pad between curb  
and sidewalk (confirm slope  $\leq 2.1\%$ ), at  
roughly 65' thru 75' after ramp.**



## SECTION E: BIDDERS ACKNOWLEDGEMENT

### SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2025 CONTRACT NO. 8792

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of **LaLonde Contractors, Inc.** (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of **Wisconsin** a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of **Waukesha** State of **Wisconsin**; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

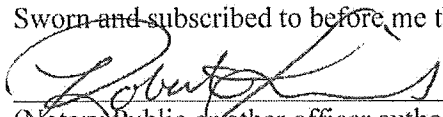
SIGNATURE

  
Mark LaLonde

**President and Secretary**

TITLE, IF ANY

Sworn and subscribed to before me this **8th** day of **May**, 20**25**

  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires **August 08, 2027**

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

**Best Value Contracting****1. The Contractor shall indicate the non-apprenticeable trades used on this contract.**

UNKNOWN.

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,  
CITYWIDE INSTALLATION AND REPAIR-2025  
CONTRACT NO. 8792**

**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:	<b>LaLonde Contractors, Inc.</b>
Address:	<b>1609 Lincoln Avenue, Waukesha, Wisconsin 53186</b>
Telephone Number:	<b>(262) 544-1515</b>
Fax Number:	<b>(262) 544-1715</b>
Contact Person/Title:	<b>Mark LaLonde, President &amp; Secretary</b>

Prime Bidder Certification

Name:	<b>Mark LaLonde</b>
Title:	<b>President and Secretary</b>
Company:	<b>LaLonde Contractors, Inc.</b>

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

**Roberta Fennig**  
Witness' Signature

**May 08, 2025**  
Date

**Mark LaLonde**  
Bidder's Signature **Mark LaLonde**  
**President & Secretary**

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,  
CITYWIDE INSTALLATION AND REPAIR-2025  
CONTRACT NO. 8792**

**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	3.01	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>3.01</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
<b>Subtotal Contractors who are suppliers:</b>		<u>0.00</u>	% x 0.6 = _____ % (discounted to 60%)

**Total Percentage of SBE Utilization:** 3.01 %.

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2025**

CONTRACT NO. 8792

DATE: 5/8/25

**LaLonde Contractors, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	50.00	\$4.14	\$207.00
10802.0 - ROOT CUTTING - SIDEWALK - LF	1430.00	\$1.25	\$1,787.50
20101.0 - EXCAVATION CUT - CY	30.00	\$27.68	\$830.40
20218.0 - CRUSHED STONE - TON	40.00	\$27.13	\$1,085.20
20221.0 - TOPSOIL - SY	500.00	\$16.80	\$8,400.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - LF	75.00	\$4.43	\$332.25
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	105.00	\$4.43	\$465.15
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	560.00	\$2.09	\$1,170.40
20401.0 - CLEARING - ID	10.00	\$15.00	\$150.00
20406.0 - GRUBBING - ID	10.00	\$15.00	\$150.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$445.50	\$445.50
20502.0 - ADJUST CATCH BASIN - EACH	1.00	\$445.50	\$445.50
20701.0 - TERRACE SEEDING - SY	500.00	\$5.06	\$2,530.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE (UNDISTRIBUTED) - EACH	5.00	\$119.50	\$597.50
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED) - SY	500.00	\$5.06	\$2,530.00
30101.0 - #4 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$26.00	\$260.00
30103.0 - #6 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$27.50	\$275.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	25.00	\$58.42	\$1,460.50
30302.0 - 5 INCH CONCRETE SIDEWALK - SF	3055.00	\$12.49	\$38,156.95
30304.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - SF	761.00	\$14.68	\$11,171.48
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	94.00	\$28.31	\$2,661.14
30330.0 - PROFILE SAWCUT - LF	30.00	\$19.35	\$580.50
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF	340.00	\$45.61	\$15,507.40
30501.0 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM - SF	10150.00	\$23.65	\$240,047.50
30502.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE-SIDEWALK REPLACEMENT PROGRAM - SF	925.00	\$26.24	\$24,272.00
30503.0 - REMOVE AND REPLACE CONCRETE STEPS - SIDEWALK REPLACEMENT PROGRAM - SF	20.00	\$61.76	\$1,235.20
30504.0 - REMOVE EXISTING ASPHALT SIDEWALK & DRIVEWAY - SIDEWALK REPLACEMENT PROGRAM - SF	100.00	\$8.72	\$872.00
30505.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	870.00	\$17.82	\$15,503.40
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - SF	50.00	\$20.68	\$1,034.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - SY	110.00	\$42.26	\$4,648.60
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	2.00	\$651.00	\$1,302.00
40366.0 - REBUILD INLET - RESURFACING - EACH	1.00	\$3,808.35	\$3,808.35
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - SY	350.00	\$178.12	\$62,342.00
70104.0 - ADJUST WATER VALVE BOX - EACH	1.00	\$458.00	\$458.00
90001.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK - SIDEWALK REPLACEMENT PROGRAM - SF	200.00	\$26.67	\$5,334.00

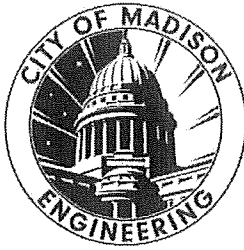
**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2025**

CONTRACT NO. 8792

DATE: 5/8/25

**LaLonde Contractors, Inc.**

Item	Quantity	Price	Extension
90002.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	50.00	\$92.25	\$4,612.50
90003.0 - C1 CONCRETE JOINT REPAIR - LF	745.00	\$51.87	\$38,643.15
90004.0 - SIDEWALK JOINT CAULKING - LF	75.00	\$11.24	\$843.00
90005.0 - REMOVE ASPHALT JOINT PATCH - LF	50.00	\$46.70	\$2,335.00
90006.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - BUS PAD LOCATIONS - LF	220.00	\$89.93	\$19,784.60
90007.0 - SIDEWALK CURB - LF	160.00	\$54.52	\$8,723.20
90008.0 - BUS PAD - SF	1890.00	\$28.65	\$54,148.50
42 Items	Totals		\$581,146.37



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris J. Petykowski, P.E.

**Deputy City Engineer**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.

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

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

LaLonde Contractors, Inc.

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

Swiss Re Corporate Solutions America Insurance Corporation

a corporation of the State of Missouri (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 03/24/2025 through 01/31/2026.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

LaLonde Contractors, Inc.

COMPANY NAME

AFFIX SEAL

March 24, 2025

DATE

By:

SIGNATURE AND TITLE

Mark LaLonde, President & Secretary



**SURETY**

Swiss Re Corporate Solutions America Insurance Corporation

COMPANY NAME

AFFIX SEAL

March 24, 2025

DATE

By:

SIGNATURE AND TITLE

Jenny L. Hirth, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6523593 for the year 2025 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

March 24, 2025

DATE

AGENT SIGNATURE

740 Regent St, Ste 400

ADDRESS

Madison, WI 53715

CITY, STATE AND ZIP CODE

608-257-3795

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.

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

PATRICK A. MCKENNA, JAY A. ZAHN, JENNY L. HIRTH, KATHRYN A. WEIDNER,

and LYNN E. POTTER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By   
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of MARCH, 20 24

State of Illinois  
County of Cook

SS

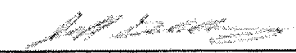
Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 28TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24 day of March, 2025.

  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

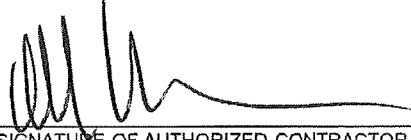
## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
March 24, 2025 to January 31, 2026
NAME OF SURETY
Swiss Re Corporate Solutions America Insurance Corporation
NAME OF CONTRACTOR
LaLonde Contractors, 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  
MARK LALONDE, PRESIDENT & SECRETARY

APRIL 07, 2025  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 24th day of June in the year Two Thousand and Twenty-Five between **LaLonde Contractors, 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 **Jun 3, 2025** 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:

**Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide  
Installation and Repair-2025  
CONTRACT NO. 8792**

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 **FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FORTY-SIX AND 37/100 (\$581,146.37)** 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.


**Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair-2025**

**CONTRACT NO. 8792**

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.

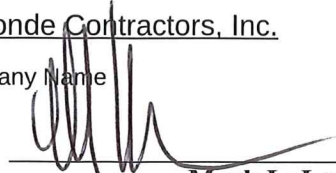
Countersigned:

  
\_\_\_\_\_  
Witness Date **June 04, 2025**

  
\_\_\_\_\_  
Witness Date **June 04, 2025**

LaLonde Contractors, Inc.

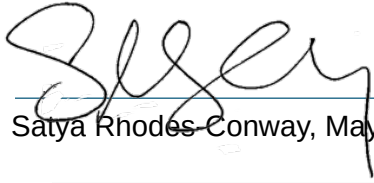
Company Name

  
\_\_\_\_\_  
President **Mark LaLonde** Date **June 04, 2025**

  
\_\_\_\_\_  
Secretary **Mark LaLonde** Date **June 04, 2025**



CITY OF MADISON



Satya Rhodes-Conway, Mayor

06/24/2025

Date



Michael Haas, Acting City Clerk

06/17/2025

Date

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

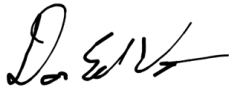


David P Schmiedicke, Finance Director

06/18/2025

Date

Approved as to form:



for Michael Haas, City Attorney

6/23/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES 25-00337  
ID No. 88332, adopted by the Common Council of the City of Madison on June 3, 2025.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **LaLonde Contractors, Inc.** as principal, and Swiss Re Corporate Solutions America Insurance Corporation Company of Kansas City, Missouri as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FORTY-SIX AND 37/100 (\$581,146.37)** 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:

**Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide  
Installation and Repair-2025  
CONTRACT NO. 8792**

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 4th day of June, 2025

Countersigned:

LaLonde Contractors, Inc.

Company Name (Principal)

President Mark LaLonde



Witness

Secretary Mark LaLonde

Swiss Re Corporate Solutions America Insurance Corporation

Surety

Seal

☒ Salary Employee ☐ Commission

By

Jenny L. Hirth, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6523593 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 4, 2025

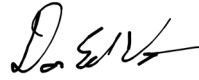
Date

Agent Signature

The foregoing Bond has been approved as to form:

6/23/2025

Date



for City Attorney

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

PATRICK A. MCKENNA, JAY A. ZAHN, JENNY L. HIRTH, KATHRYN A. WEIDNER,

and LYNN E. POTTER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

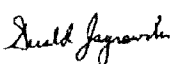
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By   
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of MARCH, 2024

State of Illinois  
County of Cook



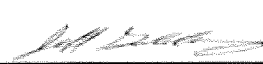
Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 28TH day of MARCH, 2024, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.  
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of June, 2025.

  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC