

\$532,381.45

BID OF LaLonde Contractors, Inc.

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Campus Drive at Babcock Drive Railroad Crossing Improvements

CONTRACT NO. 8845

PROJECT NO. 14490

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

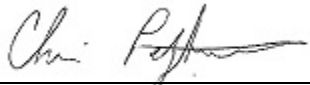
**CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS  
CONTRACT NO. 8845**

**INDEX**

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

This Proposal, and Agreement have  
been prepared by:

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

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

JMW: MC

# 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:	CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS
CONTRACT NO.:	8845
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	March 5, 2026
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 5, 2026
BID SUBMISSION (2:00 P.M.)	March 12, 2026
BID OPEN (2:30 P.M.)	March 12, 2026
PUBLISHED IN WSJ	February 26, 2026 & March 5, 2026

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](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 DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221  Concrete Bases and Other Concrete Work
- 222  Concrete Removal
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 240  Grading and Earthwork
- 241  Horizontal Saw Cutting of Sidewalk
- 242  Hydro Excavating
- 243  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 246  Ecological Restoration (Certification required, See Section III & provide a minimum of 3 references
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 252  Pavement Marking
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262  Playground Installer

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402  Building Automation Systems
- 403  Concrete
- 404  Doors and Windows
- 405  Electrical - Power, Lighting & Communications
- 410  Elevator - Lifts
- 412  Fire Suppression
- 413  Furnishings - Furniture and Window Treatments
- 415  General Building Construction, Equal or Less than \$250,000
- 420  General Building Construction, \$250,000 to \$1,500,000
- 425  General Building Construction, \$1,500,000 to \$10,000,000
- 426  General Building Construction, over \$10,000,000
- 428  Glass and/or Glazing
- 429  Hazardous Material Removal
- 430  Heating, Ventilating and Air Conditioning (HVAC)
- 433  Insulation - Thermal
- 435  Masonry/Tuck pointing

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](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

State of Wisconsin Certifications (continued)

- 7  Pesticide application (Certification for Commercial Applicator for Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  State of Wisconsin Master Plumbers License.
- 9  Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10  Other:

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

### **CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS CONTRACT NO. 8845**

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

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

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

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract shall include, but is not limited to, excavation, base preparation, HMA pavement, pavement resurfacing, curb and gutter, sidewalk, grading, storm sewer, electrical, traffic signals, lighting, pavement marking, signs, fencing, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

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

#### **SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. All proposed work is in the vicinity of Wisconsin and Southern Railroad (WSOR) improvements and near/on University of Wisconsin – Madison (UW) property and may be altered based on WSOR and UW coordination and/or construction of their improvements.

The City will not compensate the Contractor in the case that all or some of these items are removed from the scope of work. No change to the unit bid price will be allowed for changes to the quantities.

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

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations; for example, such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items.

Based on the results of the Phase 1 Hazardous Materials Assessment for the East-West (E-W) Bus Rapid Transit (BRT) project (available upon request), sites with known or suspected contamination were identified adjacent to the construction limits where grading or excavation may be required. Given the distance from these identified sites, contaminated soil is not expected to be encountered during construction. However, if suspected contaminated material is encountered during excavation, the Contractor shall be prepared to stop excavation and notify the Owner. The Contractor will be prepared to pause construction for an environmental assessment by the Owner and, if requested, prepare a change order for Owner consideration to load and haul contaminated soil to an approved landfill. While

construction is paused for environmental assessment, the Contractor will secure and cover the area of suspected contamination and any associated excavated soil with plastic sheeting.

Extensive coordination with WSOR will be required. WSOR is currently developing a work plan to on potential equipment modifications within the project limits.

#### **Coordination with On-Site Field Staff**

City Engineer to oversee construction will be identified and contact provided prior to construction. The engineer will be on-site during construction activities and will serve as the primary contact.

#### **Coordination with University of Wisconsin – Madison**

Notify the engineer and the University of Wisconsin – Madison at least fourteen days prior to construction.

UW contact: Aaron Williams - [aaron.williams@wisc.edu](mailto:aaron.williams@wisc.edu).

### **SECTION 107.6            DUST PROOFING**

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

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

#### **General**

This work includes furnishing, constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zones. Maintaining shall include replacing damaged or stolen traffic control devices. Existing traffic control devices such as signs and pavement markings that conflict with the Maintenance of Traffic Control Plan shall be removed or covered as directed by the engineer.

All signing and barricading shall conform to Part VI of the Federal Highway Administration's latest "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings, Series 15 – R/W, Access Control and Traffic Control) and the City of Madison Standards for sidewalk and bikeway closures.

The contractor must maintain a minimum of two far signals heads for each active approach whenever the traffic signal is in operation. The contractor may put the traffic signal into flash for no more than 6 hours at a time while actively working on the traffic signals, and not during peak hours. When the signal is in flash, the contractor shall provide a minimum of two flaggers to facilitate the pedestrian crossings of Campus Drive/University Avenue. Provide one flagger for the crossing of the westbound lanes, and one flagger for the eastbound lanes at Babcock Drive. Contractor will ensure that the pedestrian crossing are protected at all times by either the operational traffic signal, or a flagger.

The contractor shall not start construction on this project until traffic control devices have been installed, in accordance with the traffic control plan. Request and receive closure approval through the Wisconsin Lane Closure System (WisLCS), <https://transportal.cee.wisc.edu/closures> a minimum of 7 calendar days prior to the lane closure, partial street closure, or start of each new construction stage or phase along Campus Drive or Babcock Drive. The contractor shall notify the project engineer of the approval prior to a lane closure, partial street closure, or start of a new construction stage for phase along Campus Drive. Failure of the contractor to obtain approval of a closure, as specified above, may prevent the contractor from starting work or implementing a lane or street closure and shall be considered a delay of the project,

caused by the contractor.

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

The contractor shall be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. The contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the engineer, at no cost to the City. Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The contractor shall also supply the name and telephone number of the local contact person for traffic control repairs before starting work. The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Do not park or store equipment, vehicles, or construction materials within the clear zone on any roadway carrying traffic during non-working hours except at locations and periods of time approved by the engineer.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

### **Traffic Control Changes**

The contractor shall conduct a traffic control meeting with the engineer and the City of Madison Traffic engineer prior to the following events. Notification must be given to the engineer 7 business days in advance.

- Initial Traffic Control Set Up
- Lane or Access Changes
- Closure, Re-Striping, and Opening of Traffic

Removals or covering of conflicting pavement marking and signs shall be performed at no cost to the City, unless specified in the plans.

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

### **Local Street Work Restrictions**

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment. Any existing trees within the limits of construction to remain shall be protected according to City of Madison standard specification 107.13.

### **Maintenance of Access**

Contractor shall maintain or provide pedestrian access to Babcock Drive, adjacent properties, businesses, and bus stops throughout the duration of construction. The contractor shall allow emergency vehicles access throughout the construction zones at all times.

### **Pedestrian Movements**

The contractor shall conduct operations in a manner that will minimize interference to pedestrian and bicycle movements adjacent to the work site and pedestrian access within the project limits. The contractor shall always provide and maintain pedestrian walkways within the project limits.

Pedestrian walkways shall be surfaced of existing concrete, asphalt, or temporary pavement and be maintained ADA accessible, and free from mud, sand, and construction debris. Sections of the walkways that are disturbed or removed during construction shall be repaired with temporary pavement or other engineer approved material prior to reopening. Walkway sections shall not be closed overnight. Walkway north of Babcock Drive shall only be closed during University breaks, with approval from UW and temporary pedestrian accommodations provided. The contractor shall provide temporary pedestrian accommodations for pedestrian paths when not actively working within the existing pedestrian zone.

Temporary pedestrian barricades or other engineer approved method shall be installed to guide pedestrian walkways; traffic control barrels shall not be used for pedestrian corridors.

Pedestrian walkways shall have a minimum clear width of 5-feet.

The pedestrian detour to close the sidewalk crossing the railroad shall not exceed seven consecutive calendar days without prior written approval from the Engineer. If the Contractor's construction schedule requires a detour duration exceeding seven consecutive calendar days, the Contractor shall submit a written detour duration request at least ten calendar days prior to implementing the detour, identifying the proposed duration and justification.

If unforeseen site conditions prevent completion of work within the approved detour duration, the Contractor shall submit a written detour extension request to the Engineer immediately upon discovery of such conditions, and in no event less than two calendar days prior to exceeding the approved detour duration, unless otherwise authorized by the Engineer.

Detour durations in excess of seven consecutive calendar days shall not be implemented or continued without written approval from the Engineer. Approval may include conditions and is subject to the Engineer's discretion. Submission of a request or extension request does not constitute approval, and Engineer inaction or silence shall not be deemed approval.

Any detour exceeding the allowable or approved duration without written approval shall constitute noncompliant work and may be subject to corrective action, suspension of work, or other remedies available to the City under the Contract.

### **Utility Construction**

The contractor shall complete the utility work in a manner that will minimize lane closure durations due to utility work. When not actively working on utilities within the clear zone of traffic along Campus Drive, the excavation trenches shall be backfilled or covered with temporary steel plates.

### **Adjacent Streets**

The contractor shall always conduct their operations in a manner that will cause a minimum of inconvenience to the free flow of vehicle, bicycle, and pedestrian traffic on all adjacent streets. Temporary lane closures and/or halting of traffic within open roadways for delivery of materials or equipment shall require flaggers. All traffic control items and flaggers for any temporary lane closure for delivery of materials shall be included in the bid item "Traffic Control", under this contract. The materials and equipment used by the contractor shall remain within the boundaries of the project and traffic control limits as approved by the engineer.

Roadway and sidewalk signing shall be in place as detailed on the plans and special provisions and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Conflicting signs shall either be covered or removed by the contractor after coordination with the City of Madison Traffic Engineering Division as necessary to avoid confusion. A two-week notice is required to Chad Veinot, 608-267-1960, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com) to cover or remove traffic signs.

The contractor shall use only City of Madison designated truck routes for material haul roads as detailed in WisDOT standard spec section 618.

## Coordination

Contractor shall notify the City of Madison Police Department, Fire Department, UW-Madison, and Traffic Engineering 48 hours in advance of closures of streets. Notifications must be given by 4:00 P.M on Thursday for any such work to be done on the following Monday. Contacts include:

- City of Madison Traffic Engineering – Chad Veinot, 608-267-1960, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com)  
Tom Mohr, 608-267-8725, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com)
- City of Madison Streets Division – Charlie Romines, 608-266-4680, [cromines@cityofmadison.com](mailto:cromines@cityofmadison.com)
- City of Madison Metro Transit – Mike Cechvala, 608-261-9283, [MCechvala@cityofmadison.com](mailto:MCechvala@cityofmadison.com)
- UW-Madison – Aaron Williams - [aaron.williams@wisc.edu](mailto:aaron.williams@wisc.edu).

The contractor is directed to the fact that other separate contracts are, or may be, in force that intersect the construction limits of this project. The contractor shall cooperate with other contractors in the phasing and performance of this work so as not to delay, interrupt, or hinder the progress or completion of the work being performed by other contractors. No additional compensation will be allowed for compliance with the above requirements, nor for any delays or inconveniences resulting from activities of other contractors. Should a conflict arise between contractors with respect to the sequence of construction or maintenance of traffic requirements, said conflicts shall be resolved by, or at the direction of the engineer.

## Holiday and Other Work Restrictions

The work is expected to be completed in 2026. City of Madison events and other public holidays may increase both vehicular and pedestrian traffic to the project area.

The public holidays include:

### 2026

- From noon Friday, May 22nd, 2026, to 6:00 AM Tuesday, May 25th, 2026, for Memorial Day.
- From Friday, July 3<sup>rd</sup>, 2026, to 6:00 AM Monday, July 6<sup>th</sup>, 2026, for Independence Day.

The events include but are not limited to the following. Refer to [www.cityofmadison.com/visit-play/annual-events](http://www.cityofmadison.com/visit-play/annual-events) for a list of annual events scheduled. The contractor shall coordinate with the City of Madison on other potential events not listed below which may impact construction timing and traffic control operations.

### 2026

- May - Spring Commencement
- University of Wisconsin (UW) Football Home Games – various dates
- Early September – Ironman Wisconsin (<https://www.ironman.com/im-wisconsin>)

No work is allowed on dates with UW football home games. Clean up the site and confirm traffic control in place according to MUTCD by noon the day before UW football home games for inspection by the engineer. Contact the engineer when the site is ready for the engineer to review. If engineer identifies concerns with traffic control compliance or general cleanliness, address concerns by 4 pm for engineer to re-review the site. Address any subsequent concerns by 5pm. This work is incidental to the traffic control bid item and no additional payment will be made.

Traffic control and work hours may need to be modified during this time. Contractor shall comply to changes to the work zones during that time.

Maintain three lanes in each direction of University Avenue and Campus Drive East of University Avenue intersection split during peak hours unless otherwise shown on the plans. Maintain two lanes of Campus Drive West of the University Avenue intersection split during peak hours unless otherwise shown on the plans. The right-most travel lane may be closed between 9am and 3pm on weekdays and all day on weekends except on Wisconsin Badgers home football Saturdays, if approved by the engineer. Work on Babcock Drive may require traffic to be detoured. Such detours shall not be allowed for more than twenty days. All detours will need to be coordinated and approved by the City of Madison before

implementation.

## **MEASUREMENT**

The work to maintain the traffic through improvement locations for the duration of construction shall be measured as lump sum per bid contract. All work related to traffic control will be included in the pay item "Traffic Control" unless listed separately in the plans.

## **PAYMENT**

This work will be measured and paid for at the contract unit price per lump sum. This shall include compensation for furnishing, delivering, installing, maintenance and removal of all devices and markings, and for all labor, equipment, and incidentals necessary to complete this item of work unless specified separately in the plans. This work does not include type II barricades, temporary pedestrian barricades, temporary crosswalk access including temporary curb ramps, arrow boards, portable changeable message signs, temporary pavement marking, and temporary skid traffic signal which are paid for under separate bid items.

## **SECTION 107.12      RAILROAD – HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT-OF-WAY**

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way. If the Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

## **Construction Contact**

Chris Jacobson, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 750-6427; E-mail [cjacobson@watco.com](mailto:cjacobson@watco.com) for consultation on railroad requirements during construction.

## **Flagging Contact**

Send flagging request to [flaggingapplication@watco.com](mailto:flaggingapplication@watco.com) Reference the Crossing ID, Wisconsin Milepost and Subdivision. Contractor must officially request a railroad flagger a minimum of 15 day prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

**Cable Locate Contact**

In addition to contacting Diggers Hotline, contact the Construction Contact at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

**Work by Railroad**

WSOR will remove and replace all crossing surfaces within construction limits, remove and replace railroad crossbuck signs, traffic bungalow, adjust railroad conduit, remove and replace railroad conduit, install gates, and install crossing lights and bells as shown in the plans and documented within the OCR order.

**BID ITEM 10790 - RAILROAD INSURANCE**

The Contractor shall provide special third-party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications Latest Edition.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. Notify evidence of the required coverage, and duration to Amanda Haggerty, Office Administrator; 1890 E Johnson Street, Madison, WI 53704; Telephone (608) 620-2048; E-mail: [ahaggerty@watcocompanies.com](mailto:ahaggerty@watcocompanies.com).

Also send a copy to the following: Teri Beckman, SW Madison Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 733-1923; E-mail: [teri.beckman@dot.wi.gov](mailto:teri.beckman@dot.wi.gov)

Include the following information on the insurance document:

- Project ID: 8845
- Work Performed: Replace curb and gutter, reconstruct pavement and sidewalk, pavement marking, signing, fencing, landscaping, storm sewer, signals, and lighting.

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	University Avenue	Madison, Dane County	391729G	Prairie	139.85

**SECTION 107.17 UTILITY COORDINATION**

This contract does not come under the provision of Administrative Rule Trans 220. This project will require contractor coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are dated and will require caution when working near them.

**ATC Electric Transmission**

ATC has underground 69 kV facilities running south of Babcock Drive. This line does get shallow starting near the island to the center of University Ave, where it is approximately 1/2' to 1' deep, with possible steel plates in the road over the transmission line. Hand-digging is required within 18-inches of the

underground facility east of 18+15 LT unless the line is exposed. ATC also has underground 161 kV facilities under eastbound University Ave. No relocations are expected.

ATC will require an on-site representative when placing the pullbox and light at STA. 18+39, 28' LT. Contact ATC two weeks in advance of placing to coordinate on-site representation.

Keep plantings 3' from underground transmission lines.

#### **AT&T Wisconsin**

AT&T Wisconsin has underground 6-pack duct along westbound University Ave. No relocation is anticipated.

#### **Lumen (f/k/a Level 3)**

Lumen has underground communications facilities south of University Avenue. No relocation is anticipated.

#### **MCI Metro Services (Verizon)**

MCI has underground fiber optic in conduit crossing the project at approximately station 13+70. No relocation is anticipated.

#### **MG&E Electric**

MG&E Electric has underground facilities with manhole castings along eastbound University Avenue from Breese Terrace to Johnson Street. Contact MGE two weeks in advance of paving work to coordinate adjustments of manhole castings. Castings adjustments are anticipated to take 4 hours per manhole. MG&E Electric contact is Holly Powell – 608-359-5347 or [Hpowell@mge.com](mailto:Hpowell@mge.com).

#### **MG&E Gas**

MG&E Gas has 12-inch steel 400 psi high-pressure facilities along the south side of Babcock. They also have 6-inch steel 20 psi distribution facilities on both north and south sides of University Avenue and north of Babcock Drive.

At approximately station 17+90 Lt, MG&E Gas will adjust a test station box to match finished grade. Contact MG&E watchdog (Roadking) to coordinate adjustment. Contact number is 608-444-9689. At approximately station 19+10 Lt, MG&E Gas proposes to discontinue a 3/4-inch steel gas service stub and valve at approximately 45' Lt and adjust a valve box at approximately 30' Lt. This effort will require MG&E Gas to work with the project roadway contractor to replace an additional section of concrete pavement beyond the roadway project scope.

#### **Madison Metropolitan Sewerage District (MMSD)**

MMSD has a 36-inch concrete interceptor sewer north of the railroad tracks, crossing to the south at a large vault at approximately station 14+00, 40' Lt, and then a 48-inch concrete interceptor sewer east of the vault, south of the railroad tracks. No relocations are anticipated, but manhole adjustments will be needed.

Adjust two manhole frames per bid item ADJUST SANITARY STRUCTURES as noted in the plan. Adjustments of MMSD structures should be performed by removing the existing concrete rings and installing the Cretex Pro-Rings and castings supplied by MMSD personnel.

Notify Ray Schneider of MMSD at (608) 347-3628 or [rays@madsewer.org](mailto:rays@madsewer.org) at least 5 working days prior to this work to provide materials.

#### **Metropolitan Unified Fiber Network (MUFN)**

MUFN has communications infrastructure within the project limits. No relocations are expected.

#### **UW Physical Plant- Helium**

UW Physical Plant has an underground 1-inch helium recovery line along the north side of the railroad tracks from the west limits, then crossing Babcock Drive at approximately station 18+50 Lt, then north of Babcock Drive to the east limits. The depth is estimated to be only 1-ft - 2ft, in a 3-inch plastic carrier and HDPE pipe. It has a tracer line for a UW Physical Plant representative to provide location.

Contact Ed Corcoran, 608-516-2679, edward.corcoran@wisc.edu.

Hand digging is required within 18-inches of the Helium line unless the line is exposed. No relocation is anticipated.

#### **UW Physical Plant- Steam**

UW Physical Plant has underground steam facilities under Babcock Drive to approximately station 18+30 Lt, then north of Campus Drive to the east. No relocations are anticipated.

#### **UW Physical Plant- Sewer**

UW has underground sewer facilities within the project area. No relocations are anticipated.

#### **WisDOT ITS**

WisDOT ITS has communications infrastructure within the project area. No relocations are expected.

### **SECTION 108.2 PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

The City of Madison has obtained a Temporary Construction and Access Easement with the UW for the work along Babcock Drive. The Contractor shall meet the conditions of the agreement. A copy of the easement exhibit can be obtained from the City of Madison.

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

All work shall be completed by July 31, 2026.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three weeks in advance of the selected start date. If notice is not provided, the start date be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice. Do not begin work prior to May 25, 2026.

### **SECTION 109.9 LIQUIDATED DAMAGES**

The contractor shall not restrict traffic during peak hours on streets with a functional classification of collector or arterial unless otherwise specified in the plans or approved by the engineer. The City of Madison shall assess the contractor \$1,000 per occurrence for working during peak hours.

The contractor shall not remove access to Babcock Drive for more than twenty days for the process of removing and placing new pavement unless otherwise specified in the plans or approved by the engineer. The City of Madison shall assess the contractor \$1,000 per day exceeding the twenty-day allotment.

The contractor shall have the site cleaned and traffic control in place according to the specs by 5pm the day before UW football home games. The City of Madison shall assess the contractor \$1,000 per hour for

non-compliance with the specs.

**SECTION 209                    TREES, SHRUBS, PERENNIALS AND GRASSES**

BID ITEM 90021 - RHUS AROMATICA 'GRO-LOW', #1 CONT.  
BID ITEM 90022 - TAXUS X MEDIA 'DENSIFORMIS' #3 CONT.

All planting as part of this contract shall be completed per Article 209 – Trees, Shrubs, Perennials and Grasses of the latest edition of the City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

Care of the plants is included in BID ITEM 90023 - LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES. The certification of completion will be released at the end of the 2026 growing season, once BID ITEM 90023 is complete.

If plants are being installed in areas that are receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the proposed plant.

Plants shall be watered the day of installation. Watering the day of installation shall be incidental to this bid item. All plants shall be appropriately watered throughout the growing to keep plants in a healthy growing condition regardless of drought conditions. The Contractor shall be required to water based on recommendations of the University of Minnesota Extension, with allowable adjustments for specific site, weather, or species conditions. Waterings shall be incidental to this section item, except as defined under BID ITEM 90023.

A monthly inspection of all landscape areas shall be completed by the Contractor. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the engineer 48 hours prior to inspection.

Substitutions may be allowed at the discretion of the City Engineer. Any substitutions that result in a smaller size than indicated in the schedule shall receive a reduced payment. Substitutions that are larger than the size specified in the schedule shall be incidental to the bid price and not receive additional payment.

Shrub protection as defined under 209.5(e) Protection shall be incidental to this bid item. All shrubs shall be protected with tree protection during the guarantee period. The Contractor shall be responsible for removing and disposing of the protection at the end of the guarantee period. All shrubs shall conform to sizes specified on plans.

**BID ITEM 90001 - REMOVING SIGNS TYPE II**

**DESCRIPTION**

Work under this item consists of removing existing signs as shown on the plans.

**MATERIALS (VACANT)**

**CONSTRUCTION METHODS**

Construct in accordance with Article 638.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured as each individual sign and per Section 638.4 of the WisDOT Standard Specifications.

**PAYMENT**

This work will be paid for at the contract unit price per each and per Section 638.5 of the WisDOT Standard Specifications.

**BID ITEM 90002 - POSTS TUBULAR STEEL 2X2-INCH (8-FT)**

**DESCRIPTION**

Work under this item consists of furnishing and installing sign posts and sign post bases as shown on the plans and per City of Madison Standard Detail Drawings 6.42 and 6.43.

**MATERIALS**

All materials shall be in accordance with Article 634.2 and 637.2 of the WisDOT Standard Specifications.

**CONSTRUCTION METHODS**

Construct in accordance with Article 634.3 and 637.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured per each individual post assembly, including each section and base, acceptably completed.

**PAYMENT**

This work will be paid for at the contract unit price per each and per Section 634.5 of the WisDOT Standard Specifications.

**BID ITEM 90003 - POSTS TUBULAR STEEL 2X2-INCH (11-FT)**

**DESCRIPTION**

Work under this item consists of furnishing and installing sign posts and sign post bases as shown on the plans and per City of Madison Standard Detail Drawings 6.42 and 6.43.

**MATERIALS**

All materials shall be in accordance with Article 634.2 and 637.2 of the WisDOT Standard Specifications.

**CONSTRUCTION METHODS**

Construct in accordance with Article 634.3 and 637.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured per each individual post assembly, including each section and base, acceptably completed.

**PAYMENT**

This work will be paid for at the contract unit price per each and per Section 634.5 of the WisDOT Standard Specifications.

**BID ITEM 90004 – SIGNS TYPE II REFLECTIVE H**

**DESCRIPTION**

Work under this item consists of furnishing and installing signs as shown on the plans.

**MATERIALS**

All materials shall be in accordance with Article 637.2 of the WisDOT Standard Specifications.

**CONSTRUCTION METHODS**

Construct in accordance with Article 637.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured per square foot acceptably completed, measured as the area of sign face for individually mounted signs and the area of the entire base panel for multiple signs mounted as an assembly.

**PAYMENT**

This work will be paid for at the contract unit price per square foot and per Section 637.5 of the WisDOT Standard Specifications.

**BID ITEM 90005 - MOVING SIGNS TYPE II**

**DESCRIPTION**

Work under this item consists of removing existing signs and transporting and erecting the signs at new locations as shown on the plans.

**MATERIALS (VACANT)**

**CONSTRUCTION METHODS**

Construct in accordance with Article 638.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured as each individual sign and per Section 638.4 of the WisDOT Standard Specifications.

**PAYMENT**

This work will be paid for at the contract unit price per each and per Section 638.5 of the WisDOT Standard Specifications.

**BID ITEM 90006 – PAVEMENT MARKING EPOXY, WORD, BUS (WHITE)**

**DESCRIPTION**

Work under this item consists of providing pavement marking words as shown on the plans.

**MATERIALS**

All materials shall be in accordance with Article 646.2 of the WisDOT Standard Specifications.

**CONSTRUCTION METHODS**

Construct in accordance with Article 646.3 of the WisDOT Standard Specifications.

**METHOD OF MEASUREMENT**

This work will be measured as each word acceptably completed and per Section 646.4 of the WisDOT Standard Specifications.

**PAYMENT**

This work will be paid for at the contract unit price per linear foot and per 646.5 of the WisDOT Standard Specifications.

**BID ITEM 90007 – PAVEMENT MARKING REMOVAL, LADDER/CONTINENTAL CROSSWALKS**

**DESCRIPTION**

Work under this item consists of removing pavement marking ladder and continental crosswalks as shown on the plans.

**MATERIALS (VACANT)**

**CONSTRUCTION METHODS**

Construct in accordance with Article 646.3 of the WisDOT Standard Specifications.

### **METHOD OF MEASUREMENT**

This work will be measured per linear foot, acceptably completed, and per Section 646.4 of the WisDOT Standard Specifications.

### **PAYMENT**

This work will be paid for at the contract unit price per linear foot and per 646.5 of the WisDOT Standard Specifications.

### **BID ITEM 90008 – SIGNS TYPE II REFLECTIVE F**

#### **DESCRIPTION**

Work under this item consists of furnishing and installing signs as shown on the plans.

#### **MATERIALS**

All materials shall be in accordance with Article 637.2 of the WisDOT Standard Specifications.

#### **CONSTRUCTION METHODS**

Construct in accordance with Article 637.3 of the WisDOT Standard Specifications.

### **METHOD OF MEASUREMENT**

This work will be measured per square foot acceptably completed, measured as the area of sign face for individually mounted signs and the area of the entire base panel for multiple signs mounted as an assembly.

### **PAYMENT**

This work will be paid for at the contract unit price per square foot and per Section 637.5 of the WisDOT Standard Specifications.

### **BID ITEM 90009 – BABCOCK DRIVE FENCING**

#### **DESCRIPTION**

This special provision describes furnishing and installing a fully functioning fence, including all work, materials, labor, equipment, and supervision necessary, matching the style and dimensions including height and picket interspace of the existing fence along Babcock Drive.

#### **MATERIAL**

Furnish all fence components including posts, post caps, rails, fasteners, brackets, rails, pickets, and all incidental items required to complete a fence installation that matches the style and dimensions of the existing fence along Babcock Drive and as provided in the plans. The existing fence is Ameristar AEGIS II Genesis 3-Rail fence. Submit material selection to the engineer to confirm the style and dimensions match the existing fence. Receive approval from the engineer prior to furnishing. A submittal does not constitute approval.

The top of the pickets are to be flat, with caps.

#### **Fence Components**

- Pickets: 1.00" square, 16 G.A.
- Rails: 1.75" square, 14 G.A.
- Tubing fence pickets, rails, and posts shall be manufactured from coil steel with a yield strength of 50,000 psi.
- Steel shall be pregalvanized to meet ASTM A653/A653M with a minimum zinc coating weight of .90 oz/sq. ft. (G-90), hot-dip galvanized.
- Fence pickets: 1" square x 16 G.A. tubing.
- Rails: 1.75" square, 14 G.A.
- Post spacing: 8' on center nominal with 2 1/2" square posts.
- Rubber grommets to seal all picket-to-rail intersections.

- Picket holes in rails spaced 4.98" on center.
- Picket retaining rods: 0.125" diameter galvanized steel.
- Coating: Thermoset polyester, capable of withstanding 500 hours of salt spray testing to ASTM B117 without creep.

**Picket Interspaces**

Standard 4" (18 pickets in an 8' section)

**Fence Height**

6'-0" including a 4" clearance between the bottom of the pickets and the soil.

**Fence Posts**

2 1/2" square, 12 G.A., minimum 8'-6" long.

**Color**

Black for pickets, rails, metal posts, and hardware.

Conform to ASTM A653/A653M – Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process and ASTM B117 – Salt Spray Testing.

The fencing contractor shall determine the exact dimensions for length of fencing under this contract.

**Fabrication**

- Pre-cut pickets, rails, and posts to specified lengths.
- Pre-punch and pre-drill rails.
- Insert grommets into rail holes; insert pickets through grommets.
- Insert retaining rods into rails through picket holes.
- Cap posts.
- Panels must support a 600 lb load at midspan without permanent deformation.

**Concrete**

Conform to section 501 of the WisDOT Standard Specifications for concrete, except the engineer may waive the requirements for proportioning by weight, and may allow alternate mixers or mixing methods.

**CONSTRUCTION METHODS**

As applicable, install per manufacturer’s instructions.

Construct concrete footings as shown in the plans. Locate the concrete footing to allow centering of the posts. Excavate holes in firm ground for the footings to the neat dimensions and place concrete directly in the excavation. Remove rock or other obstructions encountered in the excavation to the required depth. If unstable soils or other areas prevent making footing excavation to neat dimensions, use forms. Keep the form in place until the concrete cures for at least 24 hours. After removing the form, backfill the footing with suitable material. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers.

Set fence posts in concrete footings as shown in the plans at 8'-0" on center maximum.

Insert rail ends into horizontal rails and fasten in place to the posts using panel brackets and bolt-on hardware supplied by the manufacturer.

Attach ends of fence to existing or proposed pilasters using panel brackets and bolt-on hardware supplied by the manufacturer.

**METHOD OF MEASUREMENT**

The City of Madison will measure Babcock Drive Fencing by the linear foot, acceptably completed, measured from edge to edge of existing or proposed pilaster at ends of fence.

**BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing the fencing including excavation, base course, concrete footings, posts, post caps, rails, fasteners, brackets, backfill, and all incidentals necessary to complete the work.

**BID ITEM 90010 – BABCOCK DRIVE FENCING PILASTER**

**DESCRIPTION**

This special provision describes furnishing and installing a pilaster matching the style and dimensions of the existing fencing pilasters along Babcock Drive.

**MATERIAL**

Furnish brick veneer to match existing pillars at Babcock Drive from a WisDOT approved source substantially free of unconsolidated overburden materials, topsoil, organic materials, and other deleterious materials. Receive approval from the engineer prior to furnishing. A submittal does not constitute approval.

Bricks shall have the same color and texture as the bricks of the existing fencing pilasters along Babcock Drive.

Furnish concrete cap confirming to section 501 of the WisDOT Standard Specifications, except the engineer may waive the requirements for proportioning by weight, and may allow alternate mixers or mixing methods.

Conform to section 501 of the WisDOT Standard Specifications for concrete, except the engineer may waive the requirements for proportioning by weight, and may allow alternate mixers or mixing methods.

**CONSTRUCTION METHODS**

Excavate, construct concrete footing, construct concrete pilaster as shown in the plans. Excavate holes in firm ground for the footings to the neat dimensions and place base aggregate and place concrete directly in the excavation. Remove rock or other obstructions encountered in the excavation to the required depth. Use forms if unstable soils or other areas prevent making footing excavation to neat dimensions. Keep the form in place until the concrete cures for at least 24 hours. Backfill the footing with suitable material after removing the form. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers.

Construct concrete pilaster with dowels for concrete cap and to accept brick veneer as shown in the plans. Install brick veneer with mortar joints, ties, and precast concrete cap.

Backfill around the concrete pilaster with suitable material after removing the form. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers.

**METHOD OF MEASUREMENT**

The City of Madison will measure Babcock Drive Fencing Pilaster by each unit, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing the pilaster and cap including excavation, base course, concrete footings, concrete pilaster, rebar, brick veneer, mortar, brick ties, dowels, backfill, and all incidentals necessary to complete the work.

**BID ITEM 90011 – ELECTRICAL WIRE LIGHTING 14-3 UF GROUNDED****DESCRIPTION**

This special provision describes furnishing and installing electrical wire lighting, 14-3 type UF cable according to standard spec 655 and these specifications.

**MATERIAL**

Furnish UF cable according to standard spec 655 and these specifications.

**CONSTRUCTION METHODS**

Construct according to standard spec 655.3. Install one cable to each LED luminaire from base of pole to the luminaire.

**METHOD OF MEASUREMENT**

The City of Madison will measure Electrical Wire Lighting 14-3 UF Grounded by the linear foot, acceptably completed, measured from the splice with the system lighting circuit in the pole base to the

connection terminals in the luminaire.

**BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

**BID ITEM 90012 – REMOVE TRAFFIC SIGNAL HEAD**

**DESCRIPTION**

This special provision describes removing existing traffic signal head and electrical wire, in accordance to the pertinent provisions of section 204 of the standard specifications and as hereinafter provided.

**MATERIAL (VACANT)**

**CONSTRUCTION METHODS**

Arrange for the de-energizing of the traffic signal system with the local utility after receiving approval from the engineer that the existing light pole assembly can be removed.

Contact Chad Veinot of the City of Madison at (608) 267-1960 at least five working days prior to the removal of the traffic signal head. Complete this work immediately following shut down of equipment. Properly dispose of any equipment that the city does not salvage including cabling/wiring.

**METHOD OF MEASUREMENT**

The City of Madison will measure Removing Traffic Signal Head by each unit, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for removing, disassembling, scrapping materials, disposing of scrap material and cabling/wiring.

**BID ITEM 90013 – SALVAGE AND REINSTALL PUSH BUTTON**

**DESCRIPTION**

This special provision describes removing, storing and protecting existing push button and installing in accordance with the drawings and as hereinafter provided.

**MATERIAL (VACANT)**

**CONSTRUCTION METHODS**

Arrange for de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify Chad Veinot of the City of Madison at (608) 267-1960 at least one week prior to the removal of the traffic signals. Complete the removal work as soon as possible following the shut down of this equipment. Arrange a meeting to document the existing condition of all materials that will be affected by construction activities.

Remove push button, and wiring/cable devices from each pole. Keep hardware intact. Replace any equipment damaged in the storage or relocating process with equipment that is of greater or equal quality than the damaged piece.

Reinstall push button at the new location. If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as requested by the engineer. Protect from theft and damage.

**METHOD OF MEASUREMENT**

The City of Madison will measure Salvage and Reinstall Push Button, as a single lump sum unit of work, completed in accordance to the contract and accepted.

**BASIS OF PAYMENT**

Payment is full compensation for removing, storing, protecting, and reinstalling push button and for furnishing and installing materials including conduit, fittings, and any additional required mounting hardware; for making all connections; and for disposal of surplus materials.

**BID ITEM 90014 – SALVAGE AND REINSTALL TRAFFIC SIGNAL POLE ASSEMBLY**

**DESCRIPTION**

This special provision describes salvaging and reinstalling existing traffic signal pole assembly as shown on the plans in accordance to the pertinent provisions of section 204 of the standard specifications and as hereinafter provided. Specific removal items are noted in the plans.

**MATERIAL (VACANT)**

**CONSTRUCTION METHODS**

Arrange for de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Salvage traffic signal equipment and poles, including transformer bases, poles, luminaire arms, street signs, luminaire fixtures, trombone arms per plan from their concrete footing and disassemble out of traffic. Remove wiring/cabling per plan. Ensure that access handhold doors and hardware remain intact. Make a reasonable effort to inspect salvaged equipment for damage or defects.

If damage or defects discovered, contact Chad Veinot of City of Madison at (608) 267-1960. The City assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the City of Madison.

Remove all wire from the conduit system as noted on the plan. Dispose of wire and cable. Complete the removal work immediately following shut down of this equipment.

Reinstall the salvaged traffic signal equipment at the new locations shown on the plan and in accordance with sections 652.3, 657.3, 658.3, 659.3 of the standard specifications.

**METHOD OF MEASUREMENT**

The City of Madison will measure Salvage and Reinstall Traffic Signal Pole Assembly by each unit, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for removing, disassembling traffic signal equipment, scrapping of materials, disposing of scrap material, salvaging the equipment, stowing, projecting from damage, and reinstalling the lighting equipment at the new locations specified in the plan.

**BID ITEM 90015 – INSTALL CITY-FURNISHED TRAFFIC SIGNAL POLE ASSEMBLY**

**DESCRIPTION**

This special provision describes transporting and installing poles and arms according to standard spec 657, the details shown on the plans, and these special provisions.

**MATERIAL**

Obtain poles, arms, luminaires, bases, and push buttons from the City of Madison at 3829 Hanson Rd, Madison, WI 53704. Contact Ed Smith of City of Madison at (608) 266-9034 to make arrangements for picking up the furnished materials, a minimum of three working days prior to picking the materials up.

Furnish any hardware not provided by the City of Madison.

**CONSTRUCTION METHODS**

Set and plumb metal poles with the use of leveling nuts furnished with the anchor bolts. Level luminaires after erecting and leveling the metal standards with bracket arms. The proper leveling method may be obtained from the manufacturer’s instruction manual. Torque nuts on anchor and transformer bolts to 175-200 foot pounds or as directed by the engineer. Provide rust, corrosion, and snit-seize protection at all threaded assemblies by coating and mating surfaces with Markal (hightemp – E-Z Break), Never-Seez (Marine Grade), LPS 100, Lubriplate, or approved equal.

Attach the stranded copper ground wire that is installed as a part of the base construction with an approved connector (Fargo GC 202 or approved equal) to a ground nut locate inside the pole opposite the handhole.

When transformer bases are not installed, trowel grout between the pole and concrete base and finished at an angle from the edge of the pole base to the outer edge of the foundation. Leave a ½ inch slot for drainage through the grouting on the street side at the top of the concrete base. Cut the poles to modified lengths at the plan locations to meet OSHA clearance requirements at overhead transmission lines.

Construct according to standard spec 658 including assembly of traffic signal head equipment.

**METHOD OF MEASUREMENT**

The City of Madison will measure Salvage and Reinstall Traffic Signal Pole Assembly by each unit, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for transporting and installing according to standard spec 657.5. for assembling and installing and for cutting poles to lengths less than 30 feet, and for completing a functioning assembly.

**BID ITEM 90016 – ELECTRICAL WIRE GROUND 10 AWG**

**DESCRIPTION**

This special provision describes furnishing and installing electrical wire 10 AWG.

**MATERIAL**

Furnish electrical wire according to standard spec 655.2.

**CONSTRUCTION METHODS**

Construct according to standard spec 655.3.

**METHOD OF MEASUREMENT**

The City of Madison will measure Electrical Wire Ground 10 AWG by linear foot, acceptably completed.

**BASIS OF PAYMENT**

Payment for electrical wire bid items is full compensation for providing electrical wire; for making connections; for providing connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

**BID ITEM 90017 – CULVERT PIPE CHECKS**

**DESCRIPTION**

Perform work in accordance with the applicable provisions of WisDOT Standard Specification 628 and as indicated on the plans.

**MATERIAL**

Furnish rock bag culvert checks according to WisDOT standard specification 628.2.

**CONSTRUCTION METHODS**

Construct according to WisDOT standard specifications 628.3.

**METHOD OF MEASUREMENT**

The City of Madison will measure Culvert Pipe Checks by each individual unit acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for Culvert Pipe Checks for providing rock bags; for periodic sediment removal; for removing rock bags and rock filler; for disposing of eroded material; and for restoring the site.

**BID ITEM 90018 – INLET COVERS TYPE R-1878-B7L**

**DESCRIPTION**

Perform work in accordance with the applicable provisions of WisDOT Standard Specification 611 and as indicated on the plans.

**MATERIAL**

Neenah R-1878-B7L Frame and Lid.

**CONSTRUCTION METHODS**

Construct according to City of Madison Standard Specification 507.3.

**METHOD OF MEASUREMENT**

The City of Madison will measure Inlet Covers Type R-1878-B7G by each individual unit acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for providing new covers, including frames, grates or lids, all other required materials, for installing and adjusting each cover, and incidentals necessary to complete the contract work.

**BID ITEM 90019 – MULCHING**

**DESCRIPTION**

Furnish and install mulch at the locations shown on the plans and in accordance to WisDOT Standard Specification 632.

**MATERIAL**

Material to be specified by the engineer in coordination with the University of Wisconsin – Madison. Material to match style of other mulching along Babcock Drive.

**CONSTRUCTION METHODS**

Install mulch according to WisDOT Standard Specification 632.3.9 to a depth of 3 inches. Place the Mulch in such a manner as not to damage plants already in place.

**METHOD OF MEASUREMENT**

The City of Madison will measure Mulching by the square yard acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation and installing all materials.

**BID ITEM 90020 – STEEL LANDSCAPE EDGING, 4 INCH**

**DESCRIPTION**

This special provision describes supplying and installing Steel Landscape Edging.

**MATERIAL**

Furnish 7/32" steel landscape edging, 4-inches tall, with weather resistant green or brown powder coated finish.

Furnish spikes/ stakes as necessary for installation.

Edging shall have interlocking ends.

**CONSTRUCTION METHODS**

Install using manufacturer's recommendation where the plans show or where the engineer directs so the top of the edging is 1/2" above top of mulching height.

Installation of spikes/ stakes shall follow manufacturer's recommendation as far as depth, frequency, and installation angle.

**METHOD OF MEASUREMENT**

The City of Madison will measure Steel Landscape Edging, 4 Inch by the linear foot acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for all materials related to the edging, excavation of adjacent soil, and installation.

**BID ITEM 90023 – LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES**

**DESCRIPTION**

Perform work in accordance with the applicable provisions of WisDOT Standard Specification 632.3.19 and as indicated on the plans.

**MATERIAL (VACANT)**

**CONSTRUCTION METHODS**

Construct according to WisDOT standard specifications 632.3.19.

**METHOD OF MEASUREMENT**

The City of Madison will measure Landscape Planting Surveillance and Care Cycles by each individual unit acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for planting surveillance and care cycles including watering, weeding, cultivating, pruning, spraying, tightening braces and guys, retying wrapping, re-mulching, and other work necessary to keep the plants in a neat appearance and healthy growing condition.

**BID ITEM 90024 – PVC 12" DRAIN BASIN WITH GRATE**

**DESCRIPTION**

This special provision describes the furnishing and installation of PVC 12" Drain Basin with Grate.

**MATERIAL**

All standpipes shall be 12-inch SDR 35 PVC and conform to the requirements of ASTM D3034. The grate shall be ductile iron per ASTM A536 Grade 70-50-05. Drain basins shall be Nyloplast Inline Drains or an approved equivalent. Joints shall be watertight. Drain basins shall be custom manufactured according to plan elevations and details and conform to the required traffic class.

#### **CONSTRUCTION METHODS**

Construct PVC 12" Drain Basin with Grate as shown on the plans. Install base aggregate open-graded around the standpipe. Connect drain basins to pipes, as shown on the plans, and with watertight joints. Finish surface shall be graded to the Drain Basins.

#### **METHOD OF MEASUREMENT**

The City of Madison will measure PVC 12" Drain Basin with Grate as each acceptably completed.

#### **BASIS OF PAYMENT**

City of Madison will pay for measured quantities at the contract unit price under the following bid item:  
ITEM NUMBER DESCRIPTION UNIT

Payment is full compensation for all labor and materials, including the standpipes, grates, tees, wyes, fittings, caps and ends, necessary to complete this item as specified.

#### **BID ITEM 90025 – FURNISH AND INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION HORIZONTAL**

#### **BID ITEM 90026 – FURNISH AND INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION VERTICAL**

#### **BID ITEM 90027 – FURNISH AND INSTALL TRAFFIC SIGNAL BACKPLATES, BLACK 3-SECTION**

#### **BID ITEM 90028 – FURNISH AND INSTALL 16" PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER DESCRIPTION**

This special provision describes furnishing and installing vehicle and pedestrian signals and backplates with LED indications in accordance to the standard specification and these special provisions. These items are to include any and all mounting hardware for each signal. Note each mounting hardware required. Vertical signal mounts are either pole mount or trombone arm mounted, horizontal heads are mounted on trombone arms, pedestrian signals are mounted on pole.

#### **MATERIAL**

Furnish circular and arrow LED modules from the departments approved product list and conforming to ITE VTCSH-LED.

Furnish State approved 16-Inch Pedestrian LED Full Hand/Full Man Overlay Module with Countdown conforming to ITE VTCSH-LED.

Provide all Pedestrian signals with tunnel visors in places of the z-grate specified by the state DOT. Provide all vehicle signals with cutaway visors.

Pedestrian countdown timers shall have a control wire so that when a 120V AC current is applied the timer will immediately go dark. This control wire shall be wired back to the signal control cabinet. Make all vehicle and pedestrian signal heads with polycarbonate material, UV stabilized, with color impregnated in the material. All features and performance shall meet the requirements outlined in the latest revision of the Institute of Transportation Engineers' publication, "Adjustable Face Vehicular Traffic Control Signal Heads." The front face, all visors (inside and outside), and other exterior parts shall be flat or semi-gloss black.

All vehicle and pedestrian signal heads shall have black housings.

Furnish Backplates Signal Face (Size) that are in accordance to the pertinent requirements of the standard spec 658 and these special provisions.

Provide a 5" wide black band around the signal head backplates for 12" signal heads. Make the backplates with an approved black rigid material, such as vacuum formed ABS plastic. Match the backplates to the signal heads being furnished under this bid, equipped with all necessary holes, mounting devices. Use only stainless steel mounting hardware.

All vehicle and pedestrian signal items shall include all mounting hardware.

### **CONSTRUCTION METHODS**

Construct according to standard spec 658.

### **METHOD OF MEASUREMENT**

The City of Madison will measure the items listed in this spec by each individual unit, acceptably completed.

### **BASIS OF PAYMENT**

City of Madison will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
90025	Furnish and Install Traffic Signal Heads 12-Inch, 3-Section Horizontal	Each
90026	Furnish and Install Traffic Signal Heads 12-Inch, 3-Section Vertical	Each
90027	Furnish and Install Traffic Signal Backplate, Black 3-Section	Each
90028	Furnish and Install 16" Pedestrian Signal Heads	Each

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

## **BID ITEM 90029 – TEMPORARY SKID TYPE TRAFFIC SIGNAL POLE**

### **DESCRIPTION**

This special provision describes installing a temporary traffic signal pole, connecting existing electrical wiring to power temporary traffic signal poles and temporary supports according to WisDOT standard spec 655, 657, 658, 661 and as amended herein. This special covers supplying the temporary pole and all equipment attached, maintaining the temporary pole, and removing the temporary pole.

### **MATERIAL**

Furnish and use skid type temporary signal pole and materials according to the WisDOT standard spec 661.2 and 657.2 and the WisDOT standard details. Provide a three section standard signal head for the temporary signal pole according to the WisDOT standard spec 658.2. Provide all necessary wiring, metallic conduit and hardware to make the temporary signal head operational per WisDOT standard spec 655.2. Provide pedestal base and pallet made of 3/4" X 36" X 36" exterior grade plywood with 4" X 4" wood posts to mount temporary signal pole. Provide sand bag ballast as shown in standard detail.

### **CONSTRUCTION METHODS**

Construct temporary signal pole according to sections 655.3, 657.3, and 661.3 of the WisDOT standard specifications and as hereinafter provided. Mount temporary signal pole on pallet securely, and anchor pallet with sand bag ballast to prevent over turning of temporary traffic signal. Seal base to prevent rodents from entering.

Power temporary signal pole from the existing cabinet, and using conduit connections of existing signal pole proposed to be removed. Protect any exposed wires between existing conduit and temporary pole with 2" rigid metallic conduit. Place skid type temporary signal pole to provide visibility of the signal heads for approaching vehicles. The engineer will approve the final location of temporary signal pole in the field. Protect connecting wires from existing traffic signal to temporary pole.

Have temporary signal pole inspected and accepted by City of Madison staff before putting pole into operation. Contact Chad Veinot of City of Madison at (608) 267-1960 to make arrangements.

Maintain temporary signals throughout the construction of the project, until such time that the new signals are operational and have been accepted.

**METHOD OF MEASUREMENT**

The City of Madison will measure Temporary Skid Type Traffic Signal Pole by each individual unit, acceptably completed.

**BASIS OF PAYMENT**

City of Madison will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
90029	Temporary Skid Type Traffic Signal	Each

Payment is full compensation for providing, operating, maintaining, and repairing the temporary traffic signal pole; and for removal. Payment also includes any replacement equipment if needed.



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)

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

**Deputy Division Manager**  
 Kathleen M. Cryan

**Principal Architect**  
 Amy Loewenstein Scanlon, AIA

**Principal Engineer 2**  
 Janet Schmidt, P.E.

**Principal Engineer 1**  
 Kyle Frank, P.E.  
 Mark D. Moder, P.E.  
 Fadi El Musa Gonzalez, P.E.  
 Andrew J. Zwieg, P.E.

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

March 9, 2026

**NOTICE OF ADDENDUM  
 ADDENDUM 1  
 CONTRACT 8845**

**CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS**

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

**PAGE A-1, SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS:**

EDITS TO TABLE ON SHEET A-1  
 REMOVE AND REPLACE TABLE WITH:

PROJECT NAME:	CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS
CONTRACT NO.:	8845
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	See <a href="#">Pre Bid Meeting</a> info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 12, 2026
BID SUBMISSION (2:00 P.M.)	March 19, 2026
BID OPEN (2:30 P.M.)	March 19, 2026
PUBLISHED IN WSJ	February 26, 2026 & March 12, 2026

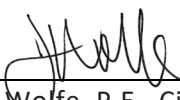
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

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

# 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:	CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS
CONTRACT NO.:	8845
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 12, 2026
BID SUBMISSION (2:00 P.M.)	March 19, 2026
BID OPEN (2:30 P.M.)	March 19, 2026
PUBLISHED IN WSJ	February 26, 2026 & March 12, 2026

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

### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](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.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CAMPUS DRIVE AT BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS**

**CONTRACT NO. 8845**

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. One through One 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*  
Mark LaLonde

**President and Secretary**

TITLE, IF ANY

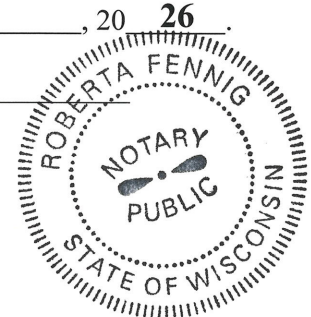


Sworn and subscribed to before me this 19th day of March, 20 26.

(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.



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

---

### Best Value Contracting

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

NONE.

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

**CAMPUS DRIVE AND BABCOCK DRIVE RAILROAD CROSSING IMPROVEMENTS  
CONTRACT NO. 8845**

**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

**March 19, 2026**  
Date

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



**Campus Drive at Babcock Drive Railroad Crossing Improvements**

CONTRACT NO. 8845  
DATE: 3/19/2026

**LaLonde  
Contractors,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$10,818.12	\$10,818.12
10711 - TYPE III BARRICADE - EACH	2.00	\$46.55	\$93.10
10712 - TEMPORARY PEDESTRIAN BARRICADE - L.F.	234.00	\$9.28	\$2,171.52
10714 - TEMPORARY SIDEWALK ACCESS - EACH	2.00	\$461.88	\$923.76
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	30.00	\$34.98	\$1,049.40
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$68.68	\$480.76
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$2,750.00	\$2,750.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$91,821.89	\$91,821.89
20101 - EXCAVATION CUT - C.Y.	832.00	\$52.71	\$43,854.72
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - S.Y.	85.00	\$6.42	\$545.70
20221 - TOPSOIL - S.Y.	750.00	\$5.95	\$4,462.50
20222 - PLANTING MIX TOPSOIL - S.Y.	45.00	\$9.95	\$447.75
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	761.00	\$1.95	\$1,483.95
20313 - REMOVE INLET - EACH	2.00	\$1,000.00	\$2,000.00
20314 - REMOVE PIPE - L.F.	46.00	\$35.00	\$1,610.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	653.00	\$10.20	\$6,660.60
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	3271.00	\$2.24	\$7,327.04
20503 - ADJUST INLET - EACH	2.00	\$945.00	\$1,890.00
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	2.00	\$785.00	\$1,570.00
20701 - TERRACE SEEDING - S.Y.	750.00	\$2.95	\$2,212.50
21013 - STREET SWEEPING - LUMP SUM	1.00	\$2,210.00	\$2,210.00
21052 - INLET PROTECTION, RIGID FRAME - COMPLETE - EACH	10.00	\$175.00	\$1,750.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	419.00	\$60.64	\$25,408.16
30204 - TYPE "D" CONCRETE CURB & GUTTER - L.F.	47.00	\$76.25	\$3,583.75
30206 - TYPE "G" CONCRETE CURB & GUTTER - L.F.	51.00	\$79.00	\$4,029.00
30304 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	1193.00	\$18.66	\$22,261.38
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	38.00	\$35.35	\$1,343.30
30340 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	104.00	\$52.93	\$5,504.72
40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	601.00	\$36.67	\$22,038.67
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	590.00	\$36.68	\$21,641.20
40207 - HMA PAVEMENT 3 HT 58-28 S - TON	275.00	\$118.00	\$32,450.00
40209 - HMA PAVEMENT 2 HT 58-28 H - TON	93.00	\$97.00	\$9,021.00
40218 - TACK COAT - GAL	1399.00	\$0.01	\$13.99
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	32.00	\$250.00	\$8,000.00
50443 - 12 INCH TYPE III STORM SEWER PIPE - L.F.	99.00	\$155.00	\$15,345.00
50499 - CONCRETE COLLAR - EACH	5.00	\$1,135.00	\$5,675.00
50724 - 4'X4' STORM SAS - EACH	1.00	\$9,500.00	\$9,500.00
50741 - TYPE "H" INLET - EACH	2.00	\$4,850.00	\$9,700.00
50792 - STORM SEWER TAP - EACH	1.00	\$1,500.00	\$1,500.00
50801 - UTILITY LINE OPENING (ULO) - EACH	2.00	\$965.00	\$1,930.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	66.00	\$5.15	\$339.90
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	381.00	\$2.60	\$990.60
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	66.00	\$26.00	\$1,716.00

**Campus Drive at Babcock Drive Railroad Crossing Improvements**

CONTRACT NO. 8845

DATE: 3/19/2026

**LaLonde  
Contractors,  
Inc.**

Item	Quantity	Price	Extension
60253 - FURNISH & INSTALL 3 #4 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR INSTALLED CONDUIT - L.F.	495.00	\$20.30	\$10,048.50
60261 - ELECTRICAL TRENCH - L.F.	142.00	\$8.35	\$1,185.70
60263 - FURNISH & INSTALL TRAFFIC SIGNAL CABLE 5-14 AWG - L.F.	120.00	\$1.60	\$192.00
60265 - FURNISH & INSTALL TRAFFIC SIGNAL CABLE 7-14 AWG - L.F.	912.00	\$1.95	\$1,778.40
60267 - FURNISH & INSTALL TRAFFIC SIGNAL CABLE 9-14 AWG - L.F.	366.00	\$2.45	\$896.70
60403 - CONSTRUCT LB-3 BASE - EACH	1.00	\$1,215.00	\$1,215.00
60407 - CONSTRUCT LB-8 BASE - EACH	2.00	\$1,535.00	\$3,070.00
60411 - CONSTRUCT TYPE "G" BASE - EACH	1.00	\$1,020.00	\$1,020.00
60415 - CONSTRUCT LB-3R BASE - EACH	3.00	\$1,125.00	\$3,375.00
60421 - REMOVE STREET LIGHT BASE - EACH	3.00	\$450.00	\$1,350.00
60422 - REMOVE STREET LIGHT POLE - EACH	3.00	\$685.00	\$2,055.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	3.00	\$450.00	\$1,350.00
60424 - REMOVE TRAFFIC SIGNAL POLE - EACH	1.00	\$152.00	\$152.00
60501 - INSTALL CITY-FURNISHED STREET LIGHT UNIT - EACH	4.00	\$910.00	\$3,640.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	2.00	\$1,860.00	\$3,720.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	589.00	\$2.10	\$1,236.90
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	378.00	\$2.80	\$1,058.40
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	2249.00	\$4.75	\$10,682.75
60810 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 8-INCH - L.F.	19.00	\$10.00	\$190.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	324.00	\$20.00	\$6,480.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	38.00	\$24.00	\$912.00
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	95.00	\$7.75	\$736.25
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	3.00	\$330.00	\$990.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	2.00	\$275.00	\$550.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	1.00	\$180.00	\$180.00
60824 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE STRAIGHT ARROW - EACH	1.00	\$180.00	\$180.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	1.00	\$285.00	\$285.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	1.00	\$295.00	\$295.00
60880 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	1056.00	\$0.85	\$897.60
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	755.00	\$0.95	\$717.25
60882 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	726.00	\$1.05	\$762.30
60887 - PAVEMENT MARKING REMOVAL, SYMBOL, ARROW - EACH	1.00	\$165.00	\$165.00
60888 - PAVEMENT MARKING REMOVAL, SYMBOL, WORD - EACH	1.00	\$165.00	\$165.00
60889 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE LANE - EACH	2.00	\$165.00	\$330.00
60890 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE SHARROW - EACH	3.00	\$165.00	\$495.00
60894 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	280.00	\$17.00	\$4,760.00
60896 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROFLECTIVE LINE - L.F.	28.00	\$19.00	\$532.00
60942 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 6-INCH - L.F.	151.00	\$4.03	\$608.53
90001 - REMOVING SIGNS TYPE II - EACH	3.00	\$28.00	\$84.00
90002 - POSTS TUBULAR STEEL 2X2-INCH (8 FT) - EACH	1.00	\$195.00	\$195.00

**Campus Drive at Babcock Drive Railroad Crossing Improvements**

CONTRACT NO. 8845  
DATE: 3/19/2026

**LaLonde  
Contractors,  
Inc.**

Item	Quantity	Price	Extension
90003 - POSTS TUBULAR STEEL 2X2-INCH (11 FT) - EACH	6.00	\$225.00	\$1,350.00
90004 - SIGNS TYPE II REFLECTIVE H - S.F.	23.00	\$23.00	\$529.00
90005 - MOVING SIGNS TYPE II - EACH	4.00	\$110.00	\$440.00
90006 - PAVEMENT MARKING EPOXY, WORD, BUS (WHITE) - EACH	1.00	\$285.00	\$285.00
90007 - PAVEMENT MARKING REMOVAL, LADDER/CONTINENTAL CROSSWALKS - L.F.	661.00	\$5.50	\$3,635.50
90008 - SIGNS TYPE II REFLECTIVE F - S.F.	17.00	\$25.00	\$425.00
90009 - BABCOCK DRIVE FENCING - L.F.	24.00	\$396.00	\$9,504.00
90010 - BABCOCK DRIVE FENCING PILASTER - EACH	1.00	\$34,211.89	\$34,211.89
90011 - ELECTRICAL WIRE LIGHTING 14-3 UF GROUNDED - L.F.	210.00	\$3.35	\$703.50
90012 - REMOVE TRAFFIC SIGNAL HEAD - EACH	6.00	\$125.00	\$750.00
90013 - SALVAGE AND REINSTALL PUSH BUTTON - EACH	1.00	\$370.00	\$370.00
90014 - SALVAGE AND REINSTALL TRAFFIC SIGNAL POLE ASSEMBLY - EACH	3.00	\$715.00	\$2,145.00
90015 - INSTALL CITY-FURNISHED TRAFFIC SIGNAL POLE ASSEMBLY - EACH	1.00	\$395.00	\$395.00
90016 - ELECTRICAL WIRE GROUND 10 AWG - L.F.	634.00	\$1.45	\$919.30
90017 - CULVERT PIPE CHECKS - EACH	1.00	\$20.00	\$20.00
90018 - INLET COVERS TYPE R-1878-B7L - EACH	1.00	\$1,850.00	\$1,850.00
90019 - MULCHING - S.Y.	45.00	\$12.00	\$540.00
90020 - STEEL LANDSCAPE EDGING, 4 INCH - L.F.	42.00	\$19.00	\$798.00
90021 - RHUS AROMATICA 'GRO-LOW', #1 CONT. - EACH	17.00	\$75.00	\$1,275.00
90022 - TAXUS X MEDIA 'DENSIFORMIS' #3 CONT. - EACH	12.00	\$82.00	\$984.00
90023 - LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES - EACH	1.00	\$450.00	\$450.00
90024 - PVC 12" DRAIN BASIN WITH GRATE - EACH	1.00	\$3,500.00	\$3,500.00
90025 - FURNISH AND INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION HORIZONTAL - EACH	4.00	\$910.00	\$3,640.00
90026 - FURNISH AND INSTALL TRAFFIC SIGNAL HEADS 12-INCH 3-SECTION VERTICAL - EACH	2.00	\$870.00	\$1,740.00
90027 - FURNISH AND INSTALL TRAFFIC SIGNAL BACKPLATES, BLACK 3-SECTION - EACH	6.00	\$200.00	\$1,200.00
90028 - FURNISH AND INSTALL 16" PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER - EACH	1.00	\$855.00	\$855.00
90029 - TEMPORARY SKID TYPE TRAFFIC SIGNAL POLE - EACH	1.00	\$1,205.00	\$1,205.00
<b>110 Items</b>	<b>Totals</b>		<b>\$532,381.45</b>



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)

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

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Architect**  
Amy Loewenstein Scanlon, AIA

**Principal Engineer 2**  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Kyle Frank, P.E.  
Mark D. Moder, P.E.  
Fadi El Musa Gonzalez, P.E.  
Andrew J. Zwieg, P.E.

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

## BIENNIAL BID BOND

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 February 1, 2026 through January 31, 2028.

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

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

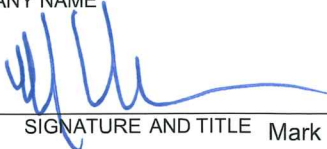
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

**PRINCIPAL**

LaLonde Contractors, Inc. January 8, 2026  
COMPANY NAME AFFIX SEAL DATE

By:   
SIGNATURE AND TITLE Mark LaLonde, President & Secretary




**SURETY**

Swiss Re Corporate Solutions America Insurance Corporation January 8, 2026  
COMPANY NAME AFFIX SEAL 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 2026 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 8, 2026  
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, LYNN E. POTTER,

and EDWARD F. SOBIESKI

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 David Satory  
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez  
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior 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 25TH day of MARCH, 20 25

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 25TH day of MARCH, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior 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.

Karen M. Szweda  
Karen M. Szweda, 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 8th day of January, 2026.



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

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
February 1, 2026 through January 31, 2028
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

\_\_\_\_\_  
JANUARY 27, 2026  
DATE



## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Six 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 **Apr 21, 2026** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and Agreement; perform all items of work covered or stipulated in the Proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

### **Campus Drive at Babcock Drive Railroad Crossing Improvements CONTRACT NO. 8845**

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 THIRTY TWO THOUSAND THREE HUNDRED EIGHTY ONE AND 45/100 (\$532,381.45)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.  
**B. Affirmative Action.** The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form

will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement

### Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

### Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

### Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmation action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

### Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

### Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

#### Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 or 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**  
**Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)**

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

- c. **Exemptions:** This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.



**CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lydia A. McComas, City Clerk

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
David P Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

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

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **LaLonde Contractors, Inc.** as principal, and Swiss Re Corporate Solutions America Insurance Company Company of Kansas City, Missouri as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIVE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED EIGHTY ONE AND 45/100 (\$532,381.45)** 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:

**Campus Drive at Babcock Drive Railroad Crossing Improvements  
CONTRACT NO. 8845**

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 5th day of May, 2026


Countersigned:

LaLonde Contractors, Inc.

Company Name (Principal)

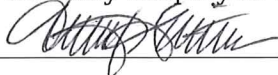
  
Witness Eric J. Schmeling

  
President Mark LaLonde Seal

  
Secretary Mark LaLonde

Swiss Re Corporate Solutions America Insurance Company  
Surety Seal

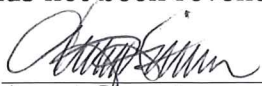
Salary Employee  Commission

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 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 5, 2026  
Date

  
Agent Signature

The foregoing Bond has been approved as to form:

Date \_\_\_\_\_

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, LYNN E. POTTER,  
EDWARD F. SOBIESKI, CHRISTOPHER HOVDEN and JONATHAN LUCAS

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 David Satory  
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez  
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior 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 16th day of DECEMBER, 2025

State of Illinois  **SS**  
County of Cook

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

On this 16th day of DECEMBER, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior 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.

Karen M. Szveda  
Karen M. Szveda, 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 5th day of May, 2026



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