

\$972,177.95

BID OF SPEEDWAY SAND & GRAVEL, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2024

CONTRACT NO. 8758

MUNIS NO. 14817

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 7, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

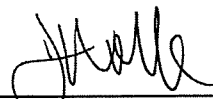
**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2024
CONTRACT NO. 8758**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: wjm

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2024
CONTRACT NO.:	8758
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	3/28/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/28/2024
BID SUBMISSION (2:00 P.M.)	4/4/2024
BID OPEN (2:30 P.M.)	4/4/2024
PUBLISHED IN WSJ	3/21 & 3/28/2024

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

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

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2024 CONTRACT NO. 8758

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

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

An interim completion date of August 30, 2024 is required for all work included with these Special Provisions. Any work added after September 30, 2024 shall be completed in a timeframe mutually agreed upon by the Contractor and City. Liquidated damages in accordance with Section 109.9 of the Standard Specifications shall apply to all completion dates noted above.

No work shall take place on the UW Campus on August 15-16 or August 28-30, 2024.

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

SECTION 104.3 CHANGES IN THE WORK

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

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

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

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

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

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

SECTION 105.12 COOPERATION BY CONTRACTOR

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

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

At locations with sidewalk repairs through driveways, if curing concrete is not in place prior to the weekend, ¾" crushed stone or crushed concrete shall be furnished and installed by the Contractor to

allow for weekend access unless otherwise directed by the Engineer. All cost for the furnishing and installation and removal of ¾" crushed stone or crushed concrete shall be incidental to the various items of construction.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

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

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

SECTION 107.6 DUSTPROOFING

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

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

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

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal and replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, to signing equipment.

SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

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

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

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

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

107.13(c) SIDEWALK EXCAVATION & INSTALLATION

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

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

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

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

107.13(d) ROOT CUTTING / ROOT GRINDING

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

ROOT CUTTING – CURB & GUTTER

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

ROOT CUTTING - SIDEWALK

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before **June 10, 2024**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer.

All work shall be completed on or before **November 22, 2024**.

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

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

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

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

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

SECTION 109.3 LIMITATIONS OF OPERATIONS

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

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

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

SECTION 109.14 MOBILIZATION

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

SECTION 201 EXCAVATION CUT

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

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

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

SECTION 210 EROSION CONTROL

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

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

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

DESCRIPTION

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

SECTION 301.8 PROTECTION OF THE CONCRETE

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

BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

The Contractor shall contact City of Madison Engineering Services, 1600 Emil Street, 608-266-4430, during regular business hours, a minimum of one working day in advance to schedule pick-up of the cast

iron plates. The Contractor shall pick up the cast iron plates between the hours of 7:30 a.m. and 8:00 a.m.

BID ITEM 30347- C1 CONCRETE, 7-INCH

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein amended.

MATERIALS

The concrete mix design shall be as follows per cubic yard:

Cement: 575 lbs

Fine Aggregate: 950 lbs

Upper Canadian Black Granite (½ x ¼) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs

Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

Sieve Analysis

Upper Canadian Black Granite

Sieve Size %	Passing
9/16"	100%
0.53"	98.5%
7/16"	84.7%
5/8"	65.8%
¼"	14.2%
#4	1.0%

Starlite Black Granite

Sieve Size %	Passing
9/16"	98%
3/8"	66%
3/16"	12%
#8	0%

Colonial Red Granite

Sieve Size %	Passing
9/16"	98.0%
3/8"	67.0%
#4	13.0%
#8	3.0%
#16	<1.0%

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary ¼-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into all existing and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Detail 3.10 and 3.11 of the City of Madison Standard Specifications.

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management specifications.

Interface between C1 Concrete Sidewalk 7-Inch and 7" Concrete Sidewalk & Drive shall have foam expansion joint and caulk seal, which are incidental to this item.

METHOD OF MEASUREMENT

C1 Concrete, 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

C1 Concrete Sidewalk, 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 30349- COLORED 5-INCH CONCRETE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a twelve (12) inches x twelve (12) inches sample of the colored concrete, which will be reviewed and approved by the Engineer prior to final installation. Provide a minimum of three (3) days' notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The color shall be defined and approved by the Engineer.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting. Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples. Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints shall only be sawed. Tool joints within the colored concrete will not be allowed. Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

Colored 5-Inch Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Colored 5-Inch Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 30353 - STAMPED & COLORED 5-INCH CONCRETE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color and stamping pattern shall be defined by the Engineer, prior to installation of sample.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples. Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

Stamped & Colored 5-Inch Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

Stamped & Colored 5-Inch Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Stamped & Colored 5-Inch Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

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

DESCRIPTION

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

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

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

Removal of sidewalks and drive aprons shall include excavation of existing material including

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

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

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

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

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

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

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

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

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed. Sidewalk, driveways, and drive aprons adjoining multifamily units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed.

METHOD OF MEASUREMENT

Concrete sidewalk shall be measured by area in square feet.

BASIS OF PAYMENT

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

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

DESCRIPTION

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

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

SECTION 402 ASPHALT CONSTRUCTION

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

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

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

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

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

METHOD OF MEASUREMENT

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

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

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

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

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

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

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

BID ITEM 90003 – REMOVE BRICK PAVERS

DESCRIPTION

This work shall consist of removing and disposing of existing brick pavers located at 760 Regent St, at the NE corner of Regent St and E Campus Mall, adjacent to the Spirit of Greenbush statue.

Existing inscribed brick pavers surrounding the statue shall remain in place and undisturbed.

METHOD OF MEASUREMENT

Remove Brick Pavers as described above shall be measured by the area in square feet.

BASIS OF PAYMENT

The contract price for Remove Brick Pavers, measured as provided above, is full compensation for excavating and disposing of materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90004 – BUS PAD

DESCRIPTION

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

METHOD OF PAYMENT

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

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

BASIS OF PAYMENT

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

2024 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	Bus Pads (SF)	Conc. Pvmnt. Reconstruct (SY)	R&R C&G (LF)	Comments
53558	6101 Arrowpoint Way	Arrowpoint Way	Sidewalk	55.5									Terrace tree has been removed, but stump not grubbed. Water curb stop in sidewalk at joint.
53558	4657 Bautista Dr	Bautista Dr	Sidewalk	77.5									
53558	4801 Bautista Dr	Bautista Dr	Sidewalk	71.5									
53558	14702 Bellingrath St	Bellingrath St	Sidewalk	99.0									Near alley at back of house, on Bautista Dr.
53558	6125 Eagle Cave Dr	Bautista Dr	Sidewalk	52.0									
53558	16125 Pacific Crest Rd	Pacific Crest Rd	Sidewalk	80.1									
53562	19125 Blackhawk Rd	Blackhawk Rd	Sidewalk	52.0									
53562	9533 Blue Heron Dr	Blue Heron Dr	Sidewalk	24.5									
53593	9041 Ancient Oak Ln	Ancient Oak Ln	Ramp	64.0				16					Ramp in median island on Ancient Oak Ln, approx. 8'x8' with 2 DWF (16 SF).
53593	9041 Ancient Oak Ln	Lone Oak Ln	Ramp	64.0				16					Ramp in median island on Lone Oak Ln, approx. 8'x8' with 2 DWF (16 SF).
53593	9114 Ancient Oak Ln	Reflection Dr	Sidewalk	27.5									Near 2nd tree north of Ancient Oak Ln.
53593	9114 Ancient Oak Ln	Reflection Dr	Ramp		7.5								Replace bottom portion of ramp, between curb and detectable warning field. Do not need to replace warning field.
53593	9226 Ancient Oak Ln	Ancient Oak Ln	Ramp		33.8			8					Replace bottom portion of ramp crossing Ancient Oak Ln (approx. 4.5'x7.5') and DWF (4'x2').
53593	9217 Ashworth Dr	Ashworth Dr	Sidewalk	82.6									
53593	9505 Ashworth Dr	Ashworth Dr	Sidewalk	105.1									
53593	9213 Crosswinds Ln	Mid Town Rd	Sidewalk	49.5									Vacant lot, approx. 550' west of Hawks Landing Cir, on Mid Town Rd. Private tree at BOV.
53593	9518 Dregers Way	Dregers Way	Sidewalk	25.0									
53593	9525 Dregers Way	Dregers Way	Sidewalk	27.5									
53593	9543 Dregers Way	Dregers Way	Sidewalk	69.0									Near tree east of driveway
53593	9543 Dregers Way	Dregers Way	Sidewalk	72.5									Near front door/private walkway
53593	1 Greenside Cir	Greenside Cir	Sidewalk	46.4									Near tree, east of driveway. Possible buried irrigation line located at BOV.
53593	1729 Hidden Hill Dr	Hidden Hill Dr	Sidewalk	47.4									At driveway
53593	674 Lone Oak Ln	Lone Oak Ln	Sidewalk	23.5									Margene Park. Near fourth tree north of Ancient Oak Ln, across from 709 Lone Oak Ln.
53593	701 Lone Oak Ln	Silkwood Trl	Sidewalk	50.0									
53593	521 Pine Lawn Pkwy	Pine Lawn Pkwy	Sidewalk	48.0									Will need to saw cut past joint closest to private walk. Adjacent stone is chipped.
53593	532 Pine Lawn Pkwy	Pine Lawn Pkwy	Sidewalk	120.5									
53593	1809 Pineview Dr	Pineview Dr	Sidewalk	42.3									
53593	1138 Red Tail Dr	Red Tail Dr	Sidewalk	42.8									2nd tree south of driveway.
53593	801 Redan Dr	Ancient Oak Ln	Ramp		31.5			8					Olson Elementary School. Near main entrance to building, east side of Shining Rock Trl intersection. Replace bottom portion of ramp crossing Ancient Oak Ln (approx. 4.5'x7') and DWF (4'x2').
53593	801 Redan Dr	Ancient Oak Ln	Ramp		31.5			8					Olson Elementary School. Near main entrance to building, west side of Shining Rock Trl intersection. Replace bottom portion of ramp crossing Ancient Oak Ln (approx. 4.5'x7') and DWF (4'x2').
53593	801 Redan Dr	Ancient Oak Ln	Ramp		36.0			8					Olson Elementary School. SE corner of Ancient Oak Ln/Redan Dr. Replace bottom portion of ramp crossing Ancient Oak Ln (approx. 4.5'x8') and DWF (4'x2').
53593	801 Redan Dr	Redan Dr	Sidewalk	27.0									Olson Elementary School. SE corner of Ancient Oak Ln/Redan Dr. Sidewalk on Redan Dr, near fire hydrant.
53593	801 Redan Dr	Redan Dr	Ramp		36.0			8					Olson Elementary School. SE corner of Ancient Oak Ln/Redan Dr. Replace bottom portion of ramp crossing Redan Dr (approx. 4.5'x8') and DWF (4'x2').
53593	801 Redan Dr	Redan Dr	Ramp		31.5			8					Olson Elementary School. SE corner of Ancient Oak Ln/Winter Frost Pl. Replace bottom portion of ramp crossing Redan Dr (approx. 4.5'x7') and DWF (4'x2'). Not marked as of 03/08/2024.
53703	2 S Bedford St	W Main St	Sidewalk	53.0									On W Main St side of property, near unit 606.
53703	316 N Butler St	N Butler St	Sidewalk	27.0									Bay Shore Apts

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53703	214 N Carroll St	N Carroll St	Ramp		18.6			8					State St Capitol Parking Ramp, at the corner of N Carroll St/W Dayton St. Bottom portion of handicap ramp, crossing N Carroll St.
53703	605 S Few St	S Few St	Sidewalk	29.7									Brick pavers at BOW, numerous terrace plantings.
53703	1024 E Gorham St	E Gorham St	Sidewalk	26.5									
53703	125 N Hamilton St	N Webster St	Ramp		40.0			8					NW corner of E Mifflin St/N Webster St. Damaged/missing DWF. Replace bottom portion of ramp crossing N Webster St.
53703	1001 Jenifer St	S Brearly St	Sidewalk	52.9									Immanuel Lutheran Church parking lot frontage on S Brearly St, near Spaight St intersection.
53703	1205 Jenifer St	Jenifer St	Sidewalk	85.3									
53703	309 W Johnson St	W Johnson St	Sidewalk	22.3									Ovation condos, northeast end of building near P.L. between 301-309.
53703	333 W Main St	W Main St	Sidewalk	25.0									Capitol Lakes Retirement Community, near 2nd tree west of S Henry St.
53703	123 E Mifflin St	N Webster St	Ramp		27.3			8					Southerly corner of E Mifflin St/N Webster St. Ramp crossing N Webster St. Near parking meter #1945-1946, first tree south of W Dayton St, on N Broom St.
53703	340 W Miffin St	N Broom St	Sidewalk	70.2									Permeable pavers in terrace.
53703	1212 Rutledge St	Rutledge St	Sidewalk	53.0									Block retaining wall at BOW, partially in driveway.
53703	1217 Rutledge St	Rutledge St	Sidewalk	83.2									Private walkway and terrace walk
53703	1217 Rutledge St	Rutledge St	Sidewalk	28.6									At asphalt driveway.
53703	826 Spaight St	Spaight St	Sidewalk	84.8									
53703	418 State St	State St	Sidewalk		40.6								C1 Exposed Aggregate Sidewalk (7"). Outside Fair Trade Coffee on State St. Gas valve and water shut off valve in sidewalk section.
53703	402 N Thornton Ave	Sherman Ave	Bus Pad		25.0					100.0			(C-36) S side of Sherman Ave, E of Marston Ave. Bus pad (approx. 10'x10') and walkway (approx. 5'x5').
53703	630 E Washington Ave	E Washington Ave	Sidewalk	86.2									Salvation Army, toward northeast corner of building. 4th tree east of parking lot.
53703	80 Washington Pl	W Main St	Ramp		45.0			8					Near parking garage, across from Capitol Lakes Retirement Community.
53703	826 Williamson St	Williamson St	Sidewalk	48.5									Repair limits have not been marked as of 11/09/23. Will need grade shots to determine final repair dimensions.
53703	1330 E Wilson St	E Wilson St	Sidewalk	52.5									Outbound Atwood Ave, west of Hudson Ave. Curb lane; 2 pavement slabs (approx. 24'x11' total). Unknown utility MH casting within pavement section.
53704	2435 Atwood Ave	Atwood Ave	Concrete Pavement								29.3		Center traffic lanes on both inbound and out side of Atwood; 2 pavement slabs (approx. 21'x11' ea.). AT&T MH casting and water valve within pavement sections.
53704	2462 Atwood Ave	Atwood Ave	Concrete Pavement								51.3		Sidewalk easement between 13-18 Basil Ct, from Basil Ct to Portage Rd. Repair is near the back property line of 18 Basil Ct.
53704	17 Basil Ct	Basil Ct	Sidewalk	143.6									Near P.L. between 3334-3338 Clove Dr.
53704	3338 Clove Dr	Clove Dr	Sidewalk	76.0									Brick pavers at BOW, numerous terrace plantings.
53704	5101 Crescent Oaks Dr	Crescent Oaks Dr	Sidewalk	24.5									
53704	502 Dunning St	Dunning St	Sidewalk	50.0									
53704	722 Eagle Crest Dr	Eagle Crest Dr	Sidewalk	102.5									
53704	4730 Forest Run Rd	Anniversary Ln	Bus Pad							80.0			(C-42) N side of Anniversary Ln, W of Forest Run Rd. Bus pad only (approx. 10'x8').
53704	2574 Hoard St	North St	Bus Pad	106.0									(C-39) W side of North St, N of Hoard St. Bus pad only (approx. 10'x8').
53704	2602 Independence Ln	Independence Ln	Bus Pad	106.0									(C-44) W side of Independence Ln, N of Declaration Ln. Bus pad only (approx. 10'x7').
53704	3108 International Ln	Darwin Rd	Bus Pad			250.0							(C-41) N side of Darwin Rd, W of International Ln. Bus pad (approx. 15'x10') and walkway (approx. 50'x5').
53704	1908 E Main St	E Main St	Ramp		72.0			8					Ramp crossing E Main St.
53704	1908 E Main St	S First St	Ramp		56.0			8					Ramp crossing S First St.
53704	1908 E Main St	S First St	Sidewalk	40.0									
53704	609 Miller Ave	Oakridge Ave	Sidewalk	53.0									
53704	423 North St	North St	Bus Pad							80.0			(C-38) E side of North St, S of Hoard St. Bus pad only (approx. 10'x8').

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53704	2250 Pennsylvania Ave	Pennsylvania Ave	Concrete Pavement								37.3		Inbound Pennsylvania Ave, center traffic lane. 2 pavement slabs (approx. 30.5'x11').
53704	501 Riverside Dr	Riverside Dr	Sidewalk	23.9									
53704	1295 N Sherman Ave	N Sherman Ave	Bus Pad						20.0	40.0			(C-40) E side of N Sherman Ave, S of Aberg Ave. Bus pad only (approx. 10'x4').
53704	2221 Sherman Ave	Fordem Ave	Bus Pad							40.0			Remove existing bus pad (approx. 4'x5') (C-37) W side of Fordem Ave, S of Sherman Ave. Bus pad (approx. 10'x4').
53704	3151 Sunbrook Rd	Anniversary Ln	Bus Pad							70.0			(C-43) N side of Anniversary Ln, E of Independence Ln. Bus pad only (approx. 10'x7').
53704	4126 Tomsook Trl	Portage Rd	Sidewalk	146.0									Adjacent to private walkway.
53704	54 Waubesa St	Waubesa St	Sidewalk	57.8									Adjacent sidewalk section has chip/missing piece. Will need to saw cut past the existing joint.
53704	5141 Wintergreen Dr	Wintergreen Dr	Sidewalk	52.5									Adjacent sidewalk section has chip/missing piece. Will need to saw cut past the existing joint.
53704	5161 Wintergreen Dr	Wintergreen Dr	Sidewalk	27.0									Adjacent sidewalk section has chip/missing piece. Will need to saw cut past the existing joint.
53704	5165 Wintergreen Dr	Wintergreen Dr	Sidewalk	25.5									Adjacent sidewalk section has chip/missing piece. Will need to saw cut past the existing joint.
53704	5169 Wintergreen Dr	Wintergreen Dr	Sidewalk	27.0									Terrace plantings. Brick pavers/walkway at BOW.
53704	1610 Yahara Pl	Yahara Pl	Sidewalk	25.4								8.5	Median island on University Ave, across from Starbucks's Coffee.
53705	3515 University Ave	University Ave	Curb										Colored/Stamped Concrete. Median island on University Ave, across from Starbucks's Coffee.
53705	3515 University Ave	University Ave	Sidewalk	28.0									At driveway.
53711	5506 Barton Rd	Barton Rd	Sidewalk	26.5									Near P.L. between 10-14 Chippewa Ct.
53711	14 Chippewa Ct	Chippewa Ct	Sidewalk	50.4									Curb stop in sidewalk section closest to driveway.
53711	18 Chippewa Ct	Chippewa Ct	Sidewalk	103.4									
53711	4025 Council Crest	Council Crest	Sidewalk	26.5									
53711	1501 Frisch Rd	Frisch Rd	Sidewalk	55.0									
53711	723 Glenway St	Glenway St	Bus Pad							40.0			(C-19) E side of Glenway St, N of Monroe St. Bus pad only (approx. 10'x4').
53711	810 Huron Hill	Nakoma Rd	Bus Pad	106.0						60.0			(C-18) W side of Nakoma Rd, S of Huron Hill. Bus pad only (approx. 10'x6').
53711	5313 Kroncke Dr	Kroncke Dr	Sidewalk	52.5									Near driveway. Brick pavers at BOW.
53711	1423 Monroe St	N Randall Ave	Bus Pad							60.0			(C-34) W side of N Randall Ave, S of Monroe St. Bus pad only (approx. 10'x6').
53711	1406 Mound St	S Randall Ave	Bus Pad	106.0						110.0			(C-31) W side of S Randall Ave, N of Mound St. Bus pad only (approx. 11'x10').
53711	4185 Nakoma Rd	Nakoma Rd	Bus Pad							60.0			(C-16) E side of Nakoma Rd, N of Waban Hill. Bus pad only (approx. 10'x6').
53711	729 Onelda Pl	Onelda Pl	Sidewalk	19.6									Near 2nd tree south of Pioneer Rd
53711	6201 Pioneer Rd	Prairie Rd	Sidewalk	52.9									Near 1st tree south of Pioneer Rd
53711	6201 Pioneer Rd	Prairie Rd	Sidewalk	25.9									
53711	5809 Piping Rock Rd	Piping Rock Rd	Sidewalk	106.0									
53711	1805 Rae Ln	Rae Ln	Sidewalk	159.0									
53711	5117 Raymond Rd	Raymond Rd	Bus Pad	80.0			56.0	8				10	Wooden landscape timbers at BOW. (C-15) N side of Raymond Rd, W of Cameron Dr. Ramp only (approx. 8'x7').
53711	5122 Raymond Rd	Raymond Rd	Bus Pad	80.0			200.0	24				30	(C-14) N side of Raymond Rd, E of Lewon Dr. Ramp (approx. 8'x7') and median ramp (approx. 18'x8').
53711	5837 Raymond Rd	Raymond Rd	Bus Pad							80.0			(C-09) S side of Raymond Rd, E of Cameron Dr. Bus pad only (approx. 10'x8').
53711	5902 Raymond Rd	Raymond Rd	Bus Pad							70.0			(C-10) N side of Raymond Rd, W of Cameron Dr. Bus pad only (approx. 10'x7').
53711	1401 Regent St	S Randall Ave	Bus Pad							100.0			(C-30) W side of S Randall Ave, S of Regent St. Bus pad only (approx. 10'x10').
53711	5602 Russett Rd	S Whitney Way	Bus Pad							80.0			(C-13) E side of S Whitney Way, N of Bartlett Ln. Bus pad only (approx. 10'x8').
53711	730 Seneca Pl	Seneca Pl	Sidewalk	20.0									Brick pavers at BOW.
53711	2110 Teal Dr	Teal Dr	Sidewalk	82.2									Near P.L. to 2202 Teal Dr
53711	2110 Teal Dr	Teal Dr	Sidewalk	29.2									Near driveway
53711	5701 Tolman Ter	S Whitney Way	Bus Pad							80.0			(C-12) W side of S Whitney Way, S of Tolman Ter. Bus pad only (approx. 10'x8').
53711	1034 Waban Hill	Nakoma Rd	Bus Pad							70.0			(C-17) W side of Nakoma Rd, S of Waban Hill. Bus pad only (approx. 10'x7').
53711	1413 S Whitney Way	S Whitney Way	Bus Pad							80.0			(C-11) E side of S Whitney Way, N of Tolman Ter. Bus pad only (approx. 10'x8').
53711	2218 S Whitney Way	S Whitney Way	Sidewalk	25.9									
53711	1109 Winston Dr	Winston Dr	Curb									14	pavement grade.

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53711	6809 Winstone Dr	Winstone Dr	Curb									7	North side of driveway, near mailbox.
53713	620 W Badger Rd	W Badger Rd	Bus Pad	80.0			21.0	8				10	(C-22) N side of W Badger Rd, E of 620 W Badger driveway. Ramp only (approx. 7'x3').
53713	633 W Badger Rd	W Badger Rd	Bus Pad				35.0	8	40.0	100.0		10	(C-23) S side of W Badger Rd, W of 633 W Badger driveway. Ramp (approx. 7'x5') and bus pad (approx. 10'x10'). Remove existing bus pad (approx. 10'x4')?
53713	3319 W Beltline Hwy	W Beltline Hwy Frontage Rd	Bus Pad							100.0			(C-20) N side of W Beltline Hwy Frontage Rd, E of Grandview Blvd. Bus pad only (approx. 10'x10').
53713	3319 W Beltline Hwy	W Beltline Hwy Frontage Rd	Bus Pad										(C-21) S side of W Beltline Hwy Frontage Rd, E of Grandview Blvd. Ramp (approx. 7'x7') and walkway (approx. 70'x5').
53713	2451 Fiedler Ln	Fiedler Ln	Sidewalk	185.5			49.0	8				10	Water curb stop in sidewalk will need adjust.
53713	1880 Veterans Dr	Rimrock Rd	Bus Pad							140.0			(C-24) W side of Rimrock Rd, S of John Nolen Dr. Bus pad (approx. 10'x7') and shelter pad (approx. 10'x7').
53714	3925 Calvert Rd	Calvert Rd	Curb									34	Pavement rating on Calvert Rd is 6, Dempsey Rd is 8. If pavement patching extends in to Dempsey, mill and overlay of surface may be needed.
53714	3925 Calvert Rd	Calvert Rd	Ramp		97.5								Will need to restore terrace area on either side of the ramp from the water main break repair (approx. 15'x7.5' total).
53714	3925 Calvert Rd	Calvert Rd	Sidewalk	77.4				8					Sidewalk behind ramp.
53714	3925 Calvert Rd	Calvert Rd	Sidewalk	47.7									Additional sidewalk adjacent to area removed due to water main repair. Sidewalk has large offset.
53714	101 Dempsey Rd	Dempsey Rd	Bus Pad							80.0			(C-47) E side of Dempsey Rd, N of Pedestrian Overpass Bridge. Bus pad only (approx. 10'x8').
53714	205 Dempsey Rd	Dempsey Rd	Bus Pad							80.0			(C-48) E side of Dempsey Rd, N of Hynes Rd. Bus pad only (approx. 10'x8').
53714	317 Dempsey Rd	Dempsey Rd	Bus Pad							50.0			(C-49) E side of Dempsey Rd, N of Dennett Dr. Bus pad only (approx. 10'x5').
53714	18 Kurt Dr	Kurt Dr	Sidewalk	50.0									
53714	4513 Milwaukee St	Milwaukee St	Bus Pad							70.0			(C-50) S side of Milwaukee St, W of Millo Ln. Bus pad only (approx. 10'x7').
53714	709 Ontario St	Ontario St	Sidewalk	113.9									North of driveway. Wooden fence at BOW.
53714	5129 Stage House Trl	Stage House Trl	Sidewalk	124.5									Near P.L. between 5129-5133 Stage House TH.
53714	4022 Steinles Dr	Steinles Dr	Sidewalk	54.6									
53714	5414 Sudbury Way	Sudbury Way	Sidewalk	75.5									
53714	3705 Sussex Ln	Sussex Ln	Sidewalk	79.5									Steps to private walkway at BOW.
53714	3710 Wilshire Ln	Wilshire Ln	Sidewalk	54.1						50.0			
53715	1308 W Dayton St	N Randall Ave	Bus Pad							165.0			(C-35) E side of N Randall Ave, N of W Dayton St. Bus pad only (approx. 10'x5').
53715	1336 Drake St	S Randall Ave	Bus Pad							165.0			(C-29) E side of S Randall Ave, N of Drake St. Bus pad only (approx. 15'x11').
53715	1402 Drake St	S Randall Ave	Bus Pad							120.0			(C-28) W side of S Randall Ave, N of Drake St. Bus pad only (approx. 15'x11').
53715	424 S Mills St	Drake St	Bus Pad	106.0						120.0			(C-26) N side of Drake St, W of S Mills St. Bus pad only (approx. 10'x12').
53715	502 S Mills St	Drake St	Bus Pad	106.0						120.0			(C-27) S side of Drake St, W of S Mills St. Bus pad only (approx. 10'x12').
53715	1337 Mound St	S Randall Ave	Bus Pad							110.0			(C-32) E side of S Randall Ave, S of Mound St. Bus pad only (approx. 11'x10').
53715	1602 S Park St	S Park St	Bus Pad							75.0			(C-25) W side of S Park St, N of Wingra Dr. Bus pad only (approx. 15'x5').
53715	45 N Randall Ave	N Randall Ave	Sidewalk	49.5									Park Terrace West apartments, near main entrance.
53715	125 N Randall Ave	N Randall Ave	Waterway			16.5							Add waterway in terrace (approx. 5.5'x3'), at marked location just north of terrace tree and walkway to 125 N Randall Ave.
53715	760 Regent St	Regent St	Sidewalk	375.0									Colored Concrete Sidewalk (5"), NE corner of Regent St/E Campus Mall. Remove existing brick pavers (approx. 375 SF) and replace with colored concrete sidewalk.
53715	1337 Regent St	Regent St	Bus Pad							30.0			Color shall be Natural Bark MCS902.
53716	4602 E Broadway	E Broadway	Bus Pad			250.0	56.0	8		100.0		10	(C-73) N side of E Broadway, E of Collins Ct. Ramp (approx. 8'x7'), walkway (approx. 50'x5'), and bus pad (approx. 10'x10').
53716	111 E Dean Ave	Monona Dr	Bus Pad							30.0			(C-66) E side of Monona Dr, N of Pflaum Rd. Bus pad only (approx. 10'x3').
53716	4316 Monona Dr	Monona Dr	Bus Pad							40.0			(C-64) E side of Monona Dr, N of E Coldspring Ave. Bus pad only (approx. 10'x4').
53716	4624 Monona Dr	Monona Dr	Bus Pad							40.0			(C-65) E side of Monona Dr, N of E Dean Ave. Bus pad only (approx. 10'x4').

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53716	5310 Monona Dr	Pflaum Rd	Bus Pad							140.0			(C-67) S side of Pflaum Rd, E of Monona Dr. Bus pad (approx. 10'x7') and shelter pad (approx. 10'x7').
53716	205 Pflaum Rd	Pflaum Rd	Waterway										Add waterway in terrace (approx. 4.3'x3'), at marked location between power pole and speed limit sign, at east end of 205 Pflaum Rd.
53716	1101 Pflaum Rd	Pflaum Rd	Bus Pad			12.9				110.0			(C-69) S side of Pflaum Rd, E of Turner Ave. Bus pad only (approx. 10'x11').
53716	1204 Pflaum Rd	Pflaum Rd	Bus Pad							60.0			(C-70) N side of Pflaum Rd, W of Camden Rd. Bus pad only (approx. 10'x6').
53716	1301 Pflaum Rd	Pflaum Rd	Bus Pad							50.0			(C-71) S side of Pflaum Rd, E of Camden Rd. Bus pad only (approx. 10'x5').
53716	4416 Pflaum Rd	Pflaum Rd	Bus Pad				70.0	8		100.0		10	(C-72) N side of Pflaum Rd, W of Seilert Rd. Ramp (approx. 10'x7') and bus pad (approx. 10'x10').
53716	1802 S Thompson Dr	S Thompson Dr	Sidewalk										Near tree north of driveway. Large root from terrace tree extends under sidewalk and back into private property.
53716	5221 Turner Ave	Pflaum Rd	Bus Pad				135.7			80.0			(C-68) N side of Pflaum Rd, W of Turner Ave. Bus pad only (approx. 10'x8').
53717	8426 Blackwolf Dr	Blackwolf Dr	Sidewalk				73.0						
53717	8430 Blackwolf Dr	Blackwolf Dr	Sidewalk				51.0						
53717	8417 Excelsior Dr	Excelsior Dr	Bus Pad				80.0	8					(C-02) E side of Excelsior Dr, N of 8417 Excelsior driveway. Ramp only (approx. 7'x7').
53717	8418 Excelsior Dr	Excelsior Dr	Bus Pad				80.0	8		70.0			(C-01) W side of Excelsior Dr, N of 8417 Excelsior driveway. Ramp (approx. 7'x7') and bus pad (approx. 10'x7').
53717	905 Hidden Cave Rd	Hidden Cave Rd	Sidewalk				29.0						At driveway.
53717	502 N High Point Rd	N High Point Rd	Bus Pad							70.0			(C-03) W side of N High Point Rd, S of Sauk Creek Dr. Bus pad only (approx. 10'x7').
53717	241 Junction Rd	Junction Rd	Bus Pad						140.0	140.0			(C-07) E side of Junction Rd, N of Market driveway. Bus pad only (approx. 14'x10').
53717	266 Junction Rd	Junction Rd	Bus Pad			25.0			100.0	100.0			Remove existing bus pad (approx. 10'x10').
53717	450 Junction Rd	Junction Rd	Bus Pad				193.0	24	70.0	70.0			Remove existing bus pad (approx. 10'x10').
53717	451 Junction Rd	Junction Rd	Bus Pad				49.0	8	70.0	70.0			(C-05) W side of Junction Rd, opposite UW Health driveway. Ramp (approx. 7'x7'), bus pad (approx. 10'x7'), and median ramp (18'x8').
53717	7302 Mineral Point Rd	Mineral Point Rd	Concrete Pavement								32.3		(C-06) E side of Junction Rd, at UW Health driveway. Ramp (approx. 7'x7'), bus pad (approx. 10'x7').
53717	7302 Mineral Point Rd	Mineral Point Rd	Curb										Outbound Mineral Point Rd, west of S Westfield Rd, across from Sunset Memory Gardens. Median and center traffic lanes; 2 pavement slabs (approx. 11'x11' and 15.5'x11').
53717	7865 E Oakbrook Cir	S High Point Rd	Bus Pad							60.0			Outbound Mineral Point Rd, west of S Westfield Rd, across from Sunset Memory Gardens. Median curb.
53717	144 Pine Ridge Trl	Tree Ln	Sidewalk				127.5						(C-04) W side of S High Point Rd, N of Tree Ln. Bus pad only (approx. 10'x6').
53717	7341 Tree Ln	Tree Ln	Sidewalk				30.0						Near 3rd tree west of Pine Ridge Trl, on Tree Ln.
53717	7365 Tree Ln	Tree Ln	Sidewalk				25.0						Adjacent sidewalk section has missing/broken piece. Will need to cut past existing joint.
53717	11 White Pine Trl	Tree Ln	Sidewalk				25.0						Near 1st tree west of driveway to 7365 Tree Ln.
53718	113 Alton Dr	Driscoll Dr	Curb						42.3				Near 2nd tree east of S Westfield Rd, on Tree Ln.
53718	701 Amnicon Trl	Wyalusing Dr	Bus Pad							80.0			Remove existing handicap ramp (approx. 6.5'x6.5') and restore terrace area to grass. Remove curb and gutter to marked limits and replace with full curb head.
53718	528 Apollo Way	Apollo Way	Ramp					8					(C-58) E side of Wyalusing Dr, N of Amnicon Trl. Bus pad only (approx. 10'x8').
53718	1 Buchner Ct	Freese Ln	Sidewalk										SE corner of Apollo Way/Jupiter Dr. Ramp crossing Apollo Way, damaged/missing DWF.
53718	5921 E Buckeye Rd	E Buckeye Rd	Bus Pad				74.0						(C-61) S side of E Buckeye Rd, W of Kings Mill Way. Bus pad only (approx. 10'x7').
53718	5302 Burtonwood Dr	Burtonwood Dr	Sidewalk							70.0			Near 1st tree east of Biltmore Ln, on Burtonwood Dr.
53718	710 Copernicus Way	Copernicus Way	Sidewalk										Abuts private walkway to house. Brick pavers in terrace.

2024 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Cont. SW & Drive (SF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53718	714 Copernicus Way	Copernicus Way	Sidewalk	123.0									May not be able to match public sidewalk grade to private walkway elevation in order to maintain drainage.
53718	714 Copernicus Way	Copernicus Way	Terrace Walk	28.0									
53718	202 Demilio Way	Demilio Way	Sidewalk	24.5									
53718	240 DeMilio Way	Demilio Way	Sidewalk	26.0									
53718	6902 Dominion Dr	Wyalusing Dr	Bus Pad						100.0				(C-56) E side of Wyalusing Dr, N of Dominion Dr. Bus pad only (approx. 10'x10').
53718	202 Golden Maple Rd	Golden Maple Rd	Sidewalk	73.0									Not marked as of 11/09. Will need grade shots. May need to remove additional sections.
53718	231 Golden Maple Rd	Golden Maple Rd	Sidewalk	47.0									Harrington Place Condos, at D/W near units 817-829.
53718	801 Harrington Dr	Harrington Dr	Sidewalk	27.5									(C-45) N side of High Crossing Blvd, E of Crossroads Dr. Ramp (approx. 8'x7'), walkway (approx. 40'x5') and bus pad (approx. 10'x10').
53718	5202 High Crossing Blvd	High Crossing Blvd	Bus Pad		200.0	56.0	8			100.0		10	(C-60) W side of S Sprecher Rd, S of Wyalusing Dr. Bus pad (approx. 10'x10') and walkway (approx. 55'x5').
53718	6402 Kilpatrick Ln	S Sprecher Rd	Bus Pad		275.0					100.0			(C-62) E side of Kings Mill Way, N of E Buckeye Rd. Bus pad only (approx. 10'x8').
53718	1629 Kings Mill Way	Kings Mill Way	Bus Pad							80.0			(C-63) W side of Cottontail Trl, S of Dell Dr. Bus pad only (approx. 10'x12').
53718	1629 Kings Mill Way	Cottontail Trl	Bus Pad	106.0						120.0			(C-75) E side of Marsh Rd, N of Kipp St. Bus pad only (approx. 10'x9').
53718	3801 Kipp St	Marsh Rd	Bus Pad							90.0			(C-46) N side of High Crossing Blvd, E of City View Dr. Bus pad (approx. 10'x10') and walkway (approx. 8'x5').
53718	3501 Lancaster Dr	High Crossing Blvd	Bus Pad		40.0					100.0			
53718	6902 Littlemore Dr	Littlemore Dr	Sidewalk	74.0									**HOLD** Resident claims damage was done by Veridian while constructing houses at 317 Milky Way. Near property line to 317 Milky Way.
53718	6958 Littlemore Dr	Littlemore Dr	Sidewalk	49.5									
53718	6009 Lyda Woods Ln	Lyda Woods Ln	Sidewalk	25.0									
53718	1512 Lynchburg Trl	Lynchburg Trl	Sidewalk	49.5						100.0			(C-76) E side of Marsh Rd, N of Voges Rd. Bus pad only (approx. 10'x10').
53718	3901 Marsh Rd	Marsh Rd	Bus Pad										
53718	6654 Milwaukee St	Milwaukee St	Bus Pad							70.0			(C-51) N side of Milwaukee St, W of Wyalusing Way. Bus pad only (approx. 10'x7').
53718	506 Orion Trl	Orion Trl	Sidewalk	93.5									
53718	510 Orion Trl	Orion Trl	Sidewalk	24.5									
53718	517 Orion Trl	Orion Trl	Sidewalk	21.5									
53718	526 Orion Trl	Orion Trl	Sidewalk	50.5									
53718	6702 Reston Heights Dr	Wyalusing Dr	Bus Pad							50.0			(C-52) W side of Wyalusing Dr, S of Milwaukee St. Bus pad only (approx. 10'x5').
53718	6907 Reston Heights Dr	Reston Heights Dr	Sidewalk	49.5									
53718	7015 Reston Heights Dr	Reston Heights Dr	Sidewalk	50.0									At driveway.
53718	701 Rodefild Way	Rodefild Way	Sidewalk	51.0									(C-53) W side of Wyalusing Dr, N of Summertown Dr. Bus pad only (approx. 10'x8').
53718	702 Rodefild Way	Rodefild Way	Sidewalk	74.0									(C-74) E side of Agriculture Dr, N of Tradewinds Pkwy. Bus pad only (approx. 10'x5').
53718	146 Rustic Dr	Rustic Dr	Sidewalk	47.0									Near 1st driveway east of Freedom Ring Rd.
53718	1001 Severson Dr	Severson Dr	Sidewalk	24.5						80.0			(C-77) E side of Owl Creek Dr, S of Voges Rd. Bus pad only (approx. 10'x8').
53718	217 Summertown Dr	Wyalusing Dr	Bus Pad							50.0			1st tree west of City View Dr.
53718	1512 Tradewinds Pkwy	Agriculture Dr	Bus Pad										2nd tree west of City View Dr.
53718	5101 Unity Way	Unity Way	Sidewalk	49.5									3rd tree west of City View Dr.
53718	5301 Voges Rd	Owl Creek Dr	Bus Pad	106.0						80.0			5th tree west of City View Dr.
53718	5330 Wall St	Wall St	Sidewalk	72.5									Through entire width of commercial driveway on Wall St side of property.
53718	5330 Wall St	Wall St	Sidewalk	48.5									
53718	5330 Wall St	Wall St	Sidewalk	99.0									
53718	5330 Wall St	Wall St	Sidewalk	49.5									
53718	5330 Wall St	Wall St	Curb									51	
53718	329 Wyalusing Dr	Wyalusing Dr	Sidewalk	27.5									
53718	329 Wyalusing Dr	Wyalusing Dr	Sidewalk	107.5									

2024 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5 IN. Sidewalk (SF)	R&R 7 IN. Sidewalk (SF)	5 IN. New Sidewalk (SF)	7 IN. New Sidewalk (SF)	DWF (SF)	Remove Conc. SW & Drive (SF)	Bus Pads (SF)	Conc. Pymt. Reconstruct (SY)	R&R C&G (LF)	Comments
53718	330 Wyalusing Dr	Wyalusing Dr	Bus Pad							80.0			(C-54) W side of Wyalusing Dr, N of Stockbridge Dr. Bus pad only (approx. 10'x8').
53718	401 Wyalusing Dr	Wyalusing Dr	Bus Pad							80.0			(C-55) E side of Wyalusing Dr, S of Stockbridge Dr. Bus pad only (approx. 10'x8').
53718	602 Wyalusing Dr	Wyalusing Dr	Bus Pad							90.0			(C-57) W side of Wyalusing Dr, S of Dominion Dr. Bus pad only (approx. 10'x9').
53719	6932 Avalon Ln	Avalon Ln	Sidewalk	99.5						90.0			(C-58) W side of Wyalusing Dr, S of Amnicorn Trl. Bus pad only (approx. 10'x9').
53719	6968 Avalon Ln	Stonebridge Dr	Sidewalk	52.0									Near first tree north of Avalon Ln, on Stonebridge Dr
53719	3505 Cosgrove Dr	Cosgrove Dr	Sidewalk	24.0									Add waterway in terrace (approx. 7.5'x3') at marked location.
53719	7218 Countrywood Ln	Countrywood Ln	Waterway			22.5							Near 2nd tree east of Crawling Stone Rd, on Lindemann Trl
53719	7618 Crawling Stone Rd	Lindemann Trl	Sidewalk	97.5									Near 2nd tree east of Crawling Stone Rd, on Lindemann Trl
53719	7702 Crawling Stone Rd	Lindemann Trl	Sidewalk	73.0									Add waterway in terrace (approx. 7.5'x3') at marked location between 1714-1716 Dewberry Dr.
53719	1716 Dewberry Dr	Dewberry Dr	Waterway			22.5							
53719	7035 Dewdrop Dr	Frosted Leaf Ln	Sidewalk	78.5									Near first tree south of Fairhaven Rd, on Dolphin Dr
53719	4002 Dolphin Dr	Dolphin Dr	Sidewalk	21.0									
53719	4005 Dolphin Dr	Dolphin Dr	Sidewalk	23.0									
53719	414 D'Onofrio Dr	D'Onofrio Dr	Waterway			33.0							Add waterway in terrace (approx. 11'x3') at marked location north of driveway.
53719	3841 Drumlin Ln	Stonebridge Dr	Sidewalk	63.5									Near first tree north of Cross Country Rd, on Stonebridge Dr.
53719	7133 East Pass	East Pass	Waterway			34.5							Add waterway in terrace (approx. 11.5'x3'). Stone Creek Condos, approx. 20' NE of driveway to 7105-7107.
53719	6537 Fairhaven Rd	Dolphin Dr	Sidewalk	23.5									Near first tree south of Fairhaven Rd, on Dolphin Dr
53719	7013 Heather Glen Dr	Heather Glen Dr	Sidewalk	71.5									Will need to saw cut past joint on west end.
53719	2802 S High Point Rd	S High Point Rd	Sidewalk	206.4									West side of S High Point Rd, north of Snowmist Trl, at bridge to pedestrian underpass. North of underpass, 8' wide sidewalk.
53719	2802 S High Point Rd	S High Point Rd	Sidewalk	163.2									South of underpass, 8' wide sidewalk.
53719	2802 S High Point Rd	S High Point Rd	Curb								21		West side of S High Point Rd, north of Snowmist Trl, at bridge to pedestrian underpass. South of underpass.
53719	2802 S High Point Rd	S High Point Rd	Curb								21		West side of S High Point Rd, north of Snowmist Trl, at bridge to pedestrian underpass. South of underpass.
53719	2802 S High Point Rd	S High Point Rd	Sidewalk	81.8									East side of S High Point Rd, north of Snowmist Trl, at bridge to pedestrian underpass. South of underpass, 7' wide sidewalk.
53719	6206 Jeffers Dr	Jeffers Dr	Sidewalk	51.5									
53719	6209 Jeffers Dr	Jeffers Dr	Sidewalk	81.1									
53719	2405 Jeffy Trl	Jeffy Trl	Sidewalk	48.5									**HOLD** Check with P.O. to see if they want to include apron work when sidewalk replaced.
53719	7606 Lindemann Trl	Lindemann Trl	Sidewalk	100.0									
53719	7621 Lindemann Trl	Lindemann Trl	Sidewalk	101.0									
53719	7621 Lindemann Trl	Lindemann Trl	Sidewalk	48.5									
53719	7629 Lindemann Trl	Lindemann Trl	Sidewalk	25.0									
53719	7637 Lindemann Trl	Lindemann Trl	Sidewalk	25.0									
53719	3001 Manchester Rd	Manchester Rd	Sidewalk	25.0									Near tree south of D/W.
53719	3009 Manchester Rd	Manchester Rd	Sidewalk	52.0									Near tree south of D/W.
53719	3010 Manchester Rd	Manchester Rd	Sidewalk	25.5									Near tree north of D/W.
53719	3014 Manchester Rd	Manchester Rd	Sidewalk	51.0									1st tree south of D/W.
53719	3042 Manchester Rd	Manchester Rd	Sidewalk	50.5									2nd tree south of D/W.
53719	2918 Maple View Dr	Maple View Dr	Sidewalk	26.0									Near tree north of driveway.
53719	2918 Maple View Dr	Maple View Dr	Sidewalk	50.0									Near tree north of driveway.
53719	7309 New Washburn Way	New Washburn Way	Sidewalk	27.0									At driveway
53719	2361 Quartz Ln	Flagstone Dr	Waterway			25.5							property.
53719	6202 Sandstone Dr	Sandstone Dr	Sidewalk	52.0									Near P.L. between 6202-6204 Sandstone Dr

2024 CITYWIDE DEFECT DATA

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53719	842 Sky Ridge Dr	Sky Ridge Dr	Sidewalk	77.0									
53719	2941 Snowmist Trl	Snowmist Trl	Sidewalk	47.5									
53719	1701 Southern Ridge Trl	Shumard Dr	Sidewalk	49.0									
53719	1413 Starr Grass Dr	Starr Grass Dr	Sidewalk	23.5									
53719	3650 Stonebridge Dr	Stonebridge Dr	Sidewalk	25.0									
53719	3713 Stonebridge Dr	Stonebridge Dr	Sidewalk	25.5									
53719	3802 Stonebridge Dr	Heather Glen Dr	Sidewalk	124.0									Near 1st tree west of Stonebridge Dr, on Heather Glen Dr.
53719	3802 Stonebridge Dr	Heather Glen Dr	Sidewalk	79.0									Near 2nd tree west of Stonebridge Dr, on Heather Glen Dr. Will need to saw cut past existing joints on both ends.
53719	2332 Trevor Way	Trevor Way	Sidewalk	28.6									Near terrace tree. Adjacent stone is chipped/broken, will need to saw cut past existing joint.
53719	2332 Trevor Way	Trevor Way	Sidewalk	26.0									At driveway
53719	3606 Turning Leaf Dr	Turning Leaf Dr	Sidewalk	21.5									
53719	6217 Waterford Rd	Manchester Rd	Sidewalk	74.5									Near first tree south of Waterford, on Manchester.
53719	6502 Waterford Rd	Manchester Rd	Sidewalk	52.0									1st tree north of Waterford Rd, on Manchester Rd.
53719	6201 Westin Dr	Cosgrove Dr	Sidewalk	25.5									
53719	7002 Wildberry Dr	Wildberry Dr	Sidewalk	27.0									
53719	7002 Wildberry Dr	Wildberry Dr	Waterway			22.5							Add waterway in terrace (approx. 7.5'x3'), at marked location east of driveway.
53726	1723 Summit Ave	Summit Ave	Sidewalk	26.5									Near private walkway. Numerous terrace plantings.
				11540.1	755.9	1604.9	883.0	272.0	482.3	5995.0	150.2	347.5	

Metro Bus Pad Improvements
Contract #82758

Map	Stop ID	Site Address	Frontage	Location	Width	Length	Thickness	Bus Pads (SF)	Sidewalk (SF)	R&R 5' SW (SF)	Remove Conc. SW & Drive (SF)	7' Sidewalk (SF)	DWF (SF)	R&R C&G (LF)	Comments
C-01	6258	8418 Excelsior Dr	Excelsior Dr	W side of Excelsior Dr, N of 8417 Excelsior driveway	7	10	7	70		80		49	8	10	Ramp and bus pad
C-02	6843	8417 Excelsior Dr	Excelsior Dr	E side of Excelsior Dr, N of 8417 Excelsior driveway	0	0	7			80		49	8	10	Ramp only
C-03	NEW	502 N High Point Rd	N High Point Rd	W side of N High Point Rd, S of Sauk Creek Dr	7	10	7	70							Bus pad only
C-04	NEW	7865 E Oakbrook Cir	Junction Rd	W side of Junction Rd, opposite UW Health driveway	6	10	7	60							Bus pad only
C-05	6279	450 Junction Rd	Junction Rd	E side of Junction Rd, at UW Health driveway	7	10	7	70		80	70	193	24	30	Ramp, bus pad, median ramp
C-06	6279	451 Junction Rd	Junction Rd	E side of Junction Rd, at UW Health driveway	7	10	7	70		80	70	49	8	10	Ramp and bus pad
C-07	6925	241 Junction Rd	Junction Rd	E side of Junction Rd, N of Market driveway	14	10	7	140	25		100				Bus pad only
C-08	6368	266 Junction Rd	Junction Rd	W side of Junction Rd, E of Cameron Dr	8	10	7	80							Bus pad only
C-09	NEW	5887 Raymond Rd	Raymond Rd	S side of Raymond Rd, E of Cameron Dr	8	10	7	80		80		200	24	30	Ramp, median ramp
C-10	NEW	5902 Raymond Rd	Raymond Rd	N side of Raymond Rd, E of Cameron Dr	7	10	7	70		80		56	8	10	Ramp only
C-11	NEW	1413 S Whitney Way	S Whitney Way	E side of S Whitney Way, N of Tolman Ter	8	10	7	80							Bus pad only
C-12	NEW	5701 Tolman Ter	S Whitney Way	W side of S Whitney Way, S of Tolman Ter	8	10	7	80							Bus pad only
C-13	8341	5602 Bussett Rd	Raymond Rd	E side of S Whitney Way, N of Bartlett Ln	8	10	7	80							Bus pad only
C-14	8166	5122 Raymond Rd	Raymond Rd	N side of Raymond Rd, E of Lewon Dr	0	0	7			80					Bus pad only
C-15	8285	5117 Raymond Rd	Raymond Rd	S side of Raymond Rd, E of Lewon Dr	0	0	7			80					Bus pad only
C-16	NEW	4185 Nakoma Rd	Nakoma Rd	E side of Nakoma Rd, N of Waban Hill	6	10	7	60							Bus pad only
C-17	NEW	1034 Waban Hill	Nakoma Rd	W side of Nakoma Rd, S of Waban Hill	7	10	7	70		106					Bus pad only
C-18	4382	810 Huron Hill	Nakoma Rd	W side of Nakoma Rd, S of Huron Hill	6	10	7	60							Bus pad only
C-19	NEW	729 Glenway St	Glenway St	E side of Glenway St, N of Monroe St	4	10	7	40							Bus pad only
C-20	NEW	3319 W Bellline Hwy	W Bellline Hwy Frontage Rd	W Bellline Hwy Frontage Rd, E of Grandview Blvd	10	10	7	100							Bus pad only
C-21	NEW	3319 W Bellline Hwy	W Bellline Hwy Frontage Rd	N side of W Bellline Hwy Frontage Rd, E of Grandview Blvd	0	0	7								Bus pad only
C-22	0144	620 W Badger Rd	W Badger Rd	N side of W Badger Rd, E of 620 W Badger driveway	0	0	7		350		40	49	8	10	Ramp and walkway
C-23	0287	633 W Badger Rd	W Badger Rd	N side of W Badger Rd, W of 633 W Badger driveway	0	0	7								Ramp only
C-24	0166	1880 Veterans Dr	Rimrock Rd	W side of Rimrock Rd, S of John Nolen Dr	10	10	7	100							Bus pad and shelter pad
C-25	0120	1602 S Park St	S Park St	W side of S Park St, N of Drake St	7	20	7	140							Bus pad only
C-26	0286	424 S Mills St	Drake St	N side of Drake St, W of S Mills St	5	15	7	75		106					Bus pad only
C-27	0571	502 S Mills St	Drake St	S side of Drake St, W of S Mills St	12	10	7	120		106					Bus pad only
C-28	0638	1402 Drake St	S Randall Ave	W side of S Randall Ave, N of Drake St	11	15	7	165							Bus pad only
C-29	0947	1336 Drake St	S Randall Ave	E side of S Randall Ave, N of Drake St	12	10	7	120		106					Bus pad only
C-30	0422	1401 Regent St	S Randall Ave	W side of S Randall Ave, N of Regent St	11	15	7	165							Bus pad only
C-31	0806	1406 Mound St	S Randall Ave	W side of S Randall Ave, N of Mound St	10	10	7	100							Bus pad only
C-32	0365	1337 Mound St	S Randall Ave	W side of S Randall Ave, S of Mound St	11	10	7	110		106					Bus pad only
C-33	0977	1337 Regent St	Regent St	E side of Regent St, E of N Randall Ave	11	10	7	110							Bus pad only
C-34	0784	1423 Monroe St	N Randall Ave	S side of Regent St, E of N Randall Ave	3	10	7	30							Bus pad only
C-35	0857	1308 W Dayton St	N Randall Ave	W side of N Randall Ave, S of Monroe St	6	10	7	60							Bus pad only
C-36	NEW	402 N Thornton Ave	Sherman Ave	E side of N Randall Ave, N of W Dayton St	5	10	7	50							Bus pad only
C-37	1564	2221 Sherman Ave	Sherman Ave	S side of Sherman Ave, E of Marston Ave	10	10	7	100	25						Bus pad and walkway
C-38	1375	423 North St	Fordem Ave	W side of Fordem Ave, S of Sherman Ave	4	10	7	40							Bus pad only
C-39	1766	3574 Hoard St	North St	E side of North St, S of Hoard St	8	10	7	80		106					Bus pad only
C-40	3941	1295 N Sherman Ave	North St	W side of North St, N of Hoard St	8	10	7	80							Bus pad only
C-41	9914	3108 International Ln	Sherman Ave	N side of N Sherman Ave, S of Aberg Ave	4	10	7	40			20				Bus pad only
C-42	9214	4730 Forest Run Rd	Darwin Ln	N side of Darwin Rd, W of International Ln	10	15	7	150	250						Bus pad and walkway
C-43	9870	3151 Sunbrook Rd	Anniversary Ln	N side of Anniversary Ln, W of Forest Run Rd	8	10	7	80							Bus pad only
C-44	9938	2602 Independence Ln	Anniversary Ln	N side of Anniversary Ln, E of Independence Ln	7	10	7	70							Bus pad only
C-45	9138	5202 High Crossing Blvd	Independence Ln	W side of Independence Ln, N of Declaration Ln	7	10	7	70		106		56	8	10	Ramp, walkway, and pad
C-46	9260	3501 Lancaster Dr	High Crossing Blvd	N side of High Crossing Blvd, E of City View Dr	10	10	7	100	200						Bus pad only
C-47	7113	101 Dempsey Rd	Dempsey Rd	E side of Dempsey Rd, N of Hymek Rd	8	10	7	80	40						Bus pad only
C-48	7439	205 Dempsey Rd	Dempsey Rd	E side of Dempsey Rd, N of Hymek Rd	8	10	7	80							Bus pad only
C-49	7523	317 Dempsey Rd	Dempsey Rd	E side of Dempsey Rd, N of Hymek Rd	8	10	7	80							Bus pad only
C-50	7633	4513 Milwaukee St	Dempsey Rd	E side of Dempsey Rd, N of Hymek Rd	5	10	7	50							Bus pad only
C-51	NEW	6654 Milwaukee St	Milwaukee St	S side of Milwaukee St, W of Millo Ln	7	10	7	70							Bus pad only
C-52	NEW	6702 Reston Heights Dr	Milwaukee St	N side of Milwaukee St, W of Wyalusing Way	7	10	7	70							Bus pad only
C-53	7326	217 Summittown Dr	Wyalusing Dr	W side of Wyalusing Dr, S of Milwaukee St	5	10	7	50							Bus pad only
C-54	7134	330 Wyalusing Dr	Wyalusing Dr	W side of Wyalusing Dr, N of Summittown Dr	8	10	7	80							Bus pad only
C-55	7581	403 Wyalusing Dr	Wyalusing Dr	W side of Wyalusing Dr, N of Stockbridge Dr	8	10	7	80							Bus pad only
C-56	7269	6902 Dominion Dr	Wyalusing Dr	E side of Wyalusing Dr, S of Stockbridge Dr	8	10	7	80							Bus pad only
C-57	7370	602 Wyalusing Dr	Wyalusing Dr	E side of Wyalusing Dr, N of Dominion Trl	10	10	7	100							Bus pad only
C-58	7431	701 Amnicorn Trl	Wyalusing Dr	E side of Wyalusing Dr, N of Amnicorn Trl	9	10	7	90							Bus pad only
C-59	7946	602 Wyalusing Dr	Wyalusing Dr	W side of Wyalusing Dr, S of Amnicorn Trl	9	10	7	90							Bus pad only
C-60	7790	6402 Klpatrick Ln	Wyalusing Dr	W side of Wyalusing Dr, S of Amnicorn Trl	9	10	7	90							Bus pad only
C-61	NEW	5921 E Buckeye Rd	E Buckeye Rd	W side of Wyalusing Dr, S of Amnicorn Trl	10	10	7	100	275						Bus pad and walkway
C-62	NEW	1629 Kings Mill Way	E Buckeye Rd	W side of S Sprecher Rd, S of Wyalusing Dr	7	10	7	70							Bus pad only
C-63	7320	1629 Kings Mill Way	Kings Mill Way	S side of E Buckeye Rd, W of Kings Mill Way	8	10	7	80							Bus pad only
C-64	NEW	4316 Monona Dr	Cortall Trl	W side of Cortall Trl, S of Pell Dr	12	10	7	120							Bus pad only
C-65	NEW	4624 Monona Dr	Monona Dr	E side of Monona Dr, N of E Coldspring Ave	4	10	7	40		106					Bus pad only
C-66	NEW	1111 E Dean Ave	Monona Dr	E side of Monona Dr, N of E Dean Ave	4	10	7	40							Bus pad only
C-67	NEW	5310 Monona Dr	Pflaum Rd	E side of Monona Dr, N of Pflaum Rd	3	10	7	30							Bus pad only
C-68	NEW	5221 Turner Ave	Pflaum Rd	S side of Pflaum Rd, E of Turner Ave	7	20	7	140							Shelter pad and bus pad
C-69	NEW	1101 Pflaum Rd	Pflaum Rd	S side of Pflaum Rd, E of Turner Ave	8	10	7	80							Bus pad only
					11	10	7	110							Bus pad only

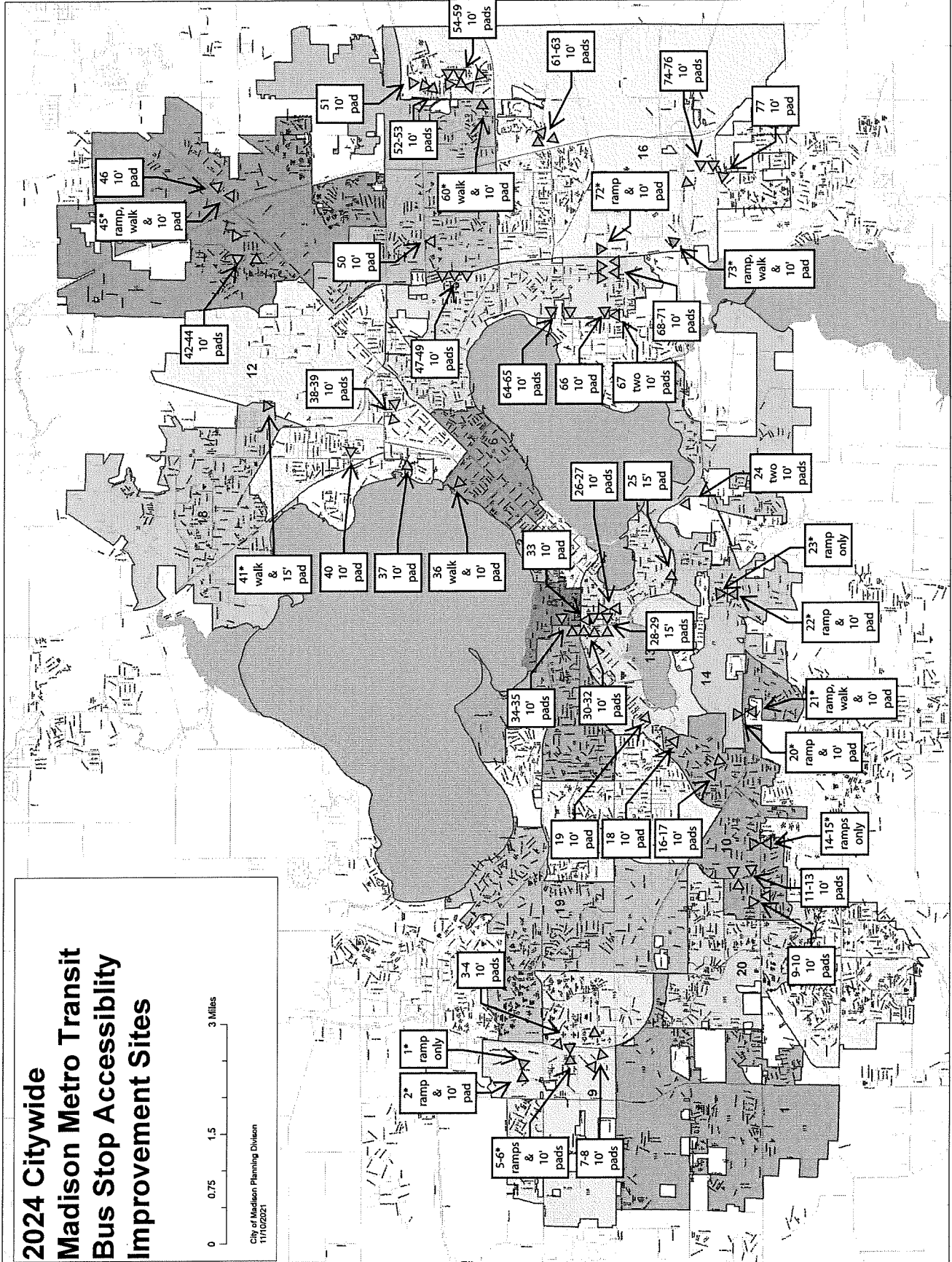
Metro Bus Pad Improvements
Contract #8758

Map	Stop ID	Situs Address	Frontage	Location	Width	Length	Thickness	Bus Pads (SF)	Sidewalk (SF)	R&R 5' SW (SF)	Remove Conc. SW & Drive (SF)	7" Sidewalk (SF)	DWF (SF)	R&R C&G (LF)	Comments
C-70	7520	1204 Pflaum Rd	Pflaum Rd	N side of Pflaum Rd, W of Camden Rd	6	10	7	60							Bus pad only
C-71	7321	1301 Pflaum Rd	Pflaum Rd	S side of Pflaum Rd, E of Camden Rd	5	10	7	50							Bus pad only
C-72	7668	4416 Pflaum Rd	Pflaum Rd	N side of Pflaum Rd, W of Seiferth Rd	10	10	7	100				70	8	10	Ramp and bus pad
C-73	3150	4602 E Broadway	E Broadway	N side of E Broadway, E of Collins Ct	10	10	7	100	250			56	8	10	Ramp, walkway and pad
C-74	3517	5152 Tradewinds Pkwy	Agriculture Dr	E side of Agriculture Dr, N of Tradewinds Pkwy	5	10	7	50							Bus pad only
C-75	NEW	3801 Kipp St	Marsh Rd	E side of Marsh Rd, N of Kipp St	9	10	7	90							Bus pad only
C-76	3491	3901 Marsh Rd	Marsh Rd	E side of Marsh Rd, N of Voges Rd	10	10	7	100							Bus pad only
C-77	3153	5301 Voges Rd	Owl Creek Dr	E side of Owl Creek Dr, S of Voges Rd	8	10	7	80		106	440	883	128	160	Bus pad only
								5995	1415	1408					

2024 Citywide Madison Metro Transit Bus Stop Accessibility Improvement Sites

0 0.75 1.5 3 Miles

City of Madison Planning Division
11/10/2021



Colored Concrete Sidewalk shall be Natural Bark MC5002.

760 Regent St

116.45'

Remove existing brick pavers.
Install 5" colored concrete sidewalk; approx. 29'x5'.

2.21

068

Remove existing brick pavers.
Install 5" colored concrete sidewalk; approx. 26'x5'.

760

CAMPUS MALL

REGENT ST

Remove existing brick pavers.
Install 5" colored concrete sidewalk; approx. 100 SF.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2024
CONTRACT NO. 8758**

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 - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

V.P.
TITLE, IF ANY

Sworn and subscribed to before me this 4 day of April, 2024.

[Signature]
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-06-27

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



Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

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

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

CONTRACT NO. 8758

Small Business Enterprise Compliance Report

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

Cover Sheet

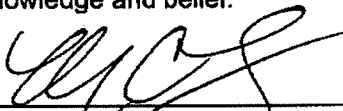
Prime Bidder Information

Company:	SPEEDWAY SAND & GRAVEL, INC.
Address:	8500 GREENWAY BLVD, SUITE 202, MIDDLETON, WI 53562
Telephone Number:	(608) 836-1071
Fax Number:	(608) 836-7485
Contact Person/Title:	DUSTIN BITTNER

Prime Bidder Certification

Name:	DUSTIN BITTNER
Title:	VICE PRESIDENT
Company:	SPEEDWAY SAND & GRAVEL

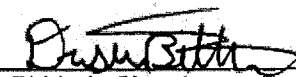
I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature

4/4/2024

Date



Bidder's Signature

SIDEWALK, CURB & GUTTER AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2024

CONTRACT NO. 8758

DATE: 4/4/24

Speedway Sand & Gravel, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	50.00	\$0.01	\$0.50
10802.0 - ROOT CUTTING - SIDEWALK - LF	1800.00	\$1.00	\$1,800.00
20101.0 - EXCAVATION CUT - CY	30.00	\$30.00	\$900.00
20218.0 - CRUSHED STONE - TON	40.00	\$15.00	\$600.00
20221.0 - TOPSOIL - SY	240.00	\$7.00	\$1,680.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - LF	75.00	\$3.50	\$262.50
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	75.00	\$2.00	\$150.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	700.00	\$2.50	\$1,750.00
20401.0 - CLEARING - ID	10.00	\$10.00	\$100.00
20406.0 - GRUBBING - ID	10.00	\$10.00	\$100.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$500.00	\$500.00
20502.0 - ADJUST CATCH BASIN - EACH	1.00	\$450.00	\$450.00
20701.0 - TERRACE SEEDING - SY	240.00	\$4.00	\$960.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE (UNDISTRIBUTED) - EACH	5.00	\$450.00	\$2,250.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED) - SY	240.00	\$4.00	\$960.00
30101.0 - #4 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$15.00	\$150.00
30103.0 - #6 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$20.00	\$200.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	25.00	\$32.00	\$800.00
30302.0 - 5 INCH CONCRETE SIDEWALK - SF	2200.00	\$12.03	\$26,466.00
30304.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - SF	1200.00	\$13.11	\$15,732.00
30330.0 - PROFILE SAWCUT - LF	30.00	\$25.00	\$750.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF	392.00	\$10.00	\$3,920.00
30347.0 - C1 CONCRETE, 7-INCH - SF	1000.00	\$68.42	\$68,420.00
30349.0 - COLORED 5-INCH CONCRETE - SF	375.00	\$31.13	\$11,673.75
30353.0 - STAMPED & COLORED 5-INCH CONCRETE - SF	30.00	\$55.54	\$1,666.20
30501.0 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM - SF	15500.00	\$29.00	\$449,500.00
30502.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE-SIDEWALK REPLACEMENT PROGRAM - SF	1100.00	\$33.00	\$36,300.00
30503.0 - REMOVE AND REPLACE CONCRETE STEPS - SIDEWALK REPLACEMENT PROGRAM - SF	20.00	\$40.00	\$800.00
30504.0 - REMOVE EXISTING ASPHALT SIDEWALK & DRIVEWAY - SIDEWALK REPLACEMENT PROGRAM - SF	100.00	\$10.00	\$1,000.00
30505.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	950.00	\$50.00	\$47,500.00
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - SF	50.00	\$25.00	\$1,250.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - SY	110.00	\$60.00	\$6,600.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	2.00	\$400.00	\$800.00
40366.0 - REBUILD INLET - RESURFACING - EACH	1.00	\$1,200.00	\$1,200.00
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - SY	350.00	\$220.00	\$77,000.00
90001.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK - SIDEWALK REPLACEMENT PROGRAM - SF	200.00	\$30.00	\$6,000.00

SIDEWALK, CURB & GUTTER AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2024

CONTRACT NO. 8758

DATE: 4/4/24

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
90002.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	50.00	\$55.00	\$2,750.00
90003.0 - REMOVE BRICK PAVERS - SF	375.00	\$8.00	\$3,000.00
90004.0 - BUS PAD - SF	6100.00	\$32.17	\$196,237.00
39 Items	Totals		\$972,177.95



Department of Public Works
Engineering Division
James M. Wolfe, P.E. City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.
Deputy City Engineer
Kathleen M. Cryan
Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.
Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

a corporation of the State of Maryland (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, 2024 through January 31, 2026.

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel Inc.
COMPANY NAME AFFIX SEAL

Jan 2, 2024
DATE

By: Janice Ryan
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

January 2, 2024
DATE

By: [Signature]
SIGNATURE AND TITLE
Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2024
DATE

[Signature]
AGENT SIGNATURE

1818 Parmenter Street, Suite 240
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2024 to January 31, 2026
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1-2-2024
DATE

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2024.



Thomas O. McClellan
Vice President

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

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 22nd day of May in the year Two Thousand and Twenty-Four between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **MAY 7, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2024 CONTRACT NO. 8758

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 on 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 **NINE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 95/100 (\$972,177.95)** 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 insure 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 affirmative 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 and 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)(I), 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.


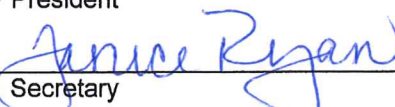
7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall 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 Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2024
CONTRACT NO. 8758**

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

Countersigned:

	05/08/2024
Witness	Date
	05/08/2024
Witness	Date

SPEEDWAY SAND & GRAVEL, INC.	
Company Name	
	05/08/2024
V President	Date
	05/08/2024
Secretary	Date

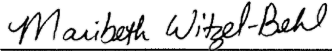
CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/22/2024

Date



Maribeth Witzel-Behl, City Clerk

05/15/2024

Date

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



David P. Schmiedicke, Finance Director

5/21/2024

Date

Approved as to form:



Michael Haas, City Attorney

5/22/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00292, ID No. 82878, adopted by the Common Council of the City of Madison on May 13, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC., as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 95/100 (\$972,177.95) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2024
CONTRACT NO. 8758**

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 effect.

Signed and sealed this 8th day of May, 2024

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.
Company Name (Principal)

[Signature]
Witness

[Signature]
v. President Seal

[Signature]
Secretary

Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact
Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 8, 2024
Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

5/22/2024

Date

Michael Haas
City Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of April, 2024.



Thomas O. McClellan
Vice President

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

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

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