

OFFICIAL NOTICE

ADVERTISEMENT TO BID

Sealed bids will be received by the City Clerk of the City of Lake Mills, at her office, 200D Water Street, Lake Mills, Wisconsin until 10:00 a.m. on the 20th day of March 2025 for:

CONTRACT NO. LM 1-25
CONCRETE CURB & GUTTER AND SIDEWALK MAINTENANCE
CITY OF LAKE MILLS, WISCONSIN

and will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and, in the case of a corporation not chartered in Wisconsin, with a proper certificate that such corporation is authorized to do business in Wisconsin.

The work includes:

- Concrete curb and gutter and sidewalk maintenance repairs throughout the City of Lake Mills in 2025.
- Areas of new concrete sidewalk, curb and gutter, valley gutters, driveways, and concrete pavement.
- ADA Handicap Ramp Reconstructions and related sidewalks, curb and gutter and detectable warning fields.
- Traffic Control, Erosion Control, and other miscellaneous items.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals, and other contract documents are on file at the City Clerk's Office and at www.ci.lake-mills.wi.us and may be obtained without charge.

A bid bond of 5% shall be required of all bidders at the time the bid is received.

The City of Lake Mills reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid it deems most favorable.

Melissa Quest
City Clerk
Lake Mills, Wisconsin

ADV: The Lake Mills Leader
March 6 & 13, 2025

I. INSTRUCTION TO BIDDERS

Bids will be received by the City Clerk, City of Lake Mills, Wisconsin, in accordance with the "Advertisement to Bid."

Each bid must contain the full name of every person or company interested in the same.

Bidders are required to use the printed bid forms that are included in this packet. Bids shall be submitted in sealed envelopes addressed to the "City Clerk, City of Lake Mills, 200D Water Street, Lake Mills, Wisconsin" and shall be plainly marked on the outside thereof, "CONTRACT NO. LM 1-25 CONCRETE CURB & GUTTER AND SIDEWALK MAINTENANCE, LAKE MILLS, WISCONSIN" and shall bear the name of the bidder.

Bids shall be submitted prior to the time fixed in the "Advertisement to Bid." Bids received after the time so indicated shall be returned unopened. Bids may not be withdrawn at any time. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

The City of Lake Mills reserves the right to waive any informality in bids at its discretion and reserves the right to reject any and all bids. The Contract shall be awarded to the lowest, qualified bid as soon as practicable after opening of bids, subject to the reservations of the preceding, and the bidder to whom an award is made shall enter a Contract with the City of Lake Mills within Ten (10) days after notification of award.

It is the responsibility of prospective bidders to arrange an opportunity to visit the location of the project. Tours can be arranged by contacting the Director of Public Works at (920) 648-4026 at least 4 days before the opening of the Bid.

All requests for interpretation must be received at least two days prior to the date set for receiving the Bid. Addenda may be issued to clarify, correct, or change the documents at least two days before the Bid. It is the prospective bidder's responsibility to contact the Director the Public Works at (920) 648-4026 during that time to verify if any addenda have been sent to the prospective bidders. The Bid shall contain acknowledgement of receipt of all addenda.

The City of Lake Mills is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises shall be afforded full opportunity to submit bids or proposals for this project.

During the performance of its Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. The Contractor shall take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, ancestry, marital status, military service, age or disability. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(End of Section)

II. GENERAL CONDITIONS

SEALED BIDS

Sealed bids for "CONTRACT NO. LM 1-25 CONCRETE CURB & GUTTER AND SIDEWALK MAINTENANCE, LAKE MILLS, WISCONSIN" will be received by the City Clerk, City of Lake Mills, Wisconsin until 10:00 a.m. on Thursday, March 20, 2025. Said proposals shall be enclosed in an opaque sealed envelope and marked "CONTRACT NO. LM 1-25 CONCRETE CURB & GUTTER AND SIDEWALK MAINTENANCE, LAKE MILLS, WISCONSIN", and shall bear the name of the bidder.

BID FORM

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, LLC, or corporation submitting same. The bid of the proprietorship shall be signed by the owner, a partnership by one of the general partners, an LLC by its managing member, a corporation by a duly authorized officer thereof and by stating his title. No bid may be withdrawn after delivery to the City Clerk. Bidder may at his/her discretion, add other pertinent facts or data which he/she might deem desirable, but his/her bid MUST BE ON THE BID FORM. The bidder must complete and sign the Bidder's Information Showing Qualification and Affidavit of Non-Collusion attached.

CONSIDERATION OF BIDS

Contracts will be awarded to the lowest qualified Bidder determined by calculating the computed Total Bid cost with or without any alternatives, if included. The City reserves the right to reject any or all bids, including or excluding alternatives, to waive technicalities or to advertise for new bids, if in the judgment of the awarding authority is in the best interests of the City.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the between words and figures will be resolved in favor of words.

AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be made within fifty (50) calendar days after the opening of proposals, and such award shall be made to the lowest, qualified bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed that the Contract be awarded. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his/her proposal has been accepted and that he/she has been awarded the Contract.

CANCELLATION OF AWARD

The City of Lake Mills reserves the right to rescind the award of any Contract at any time before the execution of said Contract by all parties without any liability against the City.

REQUIREMENT OF BOND

For all bids, all bidders must submit a bid bond of 5%, payable to the City as a guaranty that if the bid is accepted, the bidder will execute and file the proper Contract and performance and payment bond within the

time limitation of the City. The successful bidder must within ten (10) days after he/she has received notice of the award to him/her and before entering into the Contract, furnish a Contract performance and payment bond in the full amount of the proposal. This bond shall cover the entire Contract until final acceptance by the City of the work and receipt of any Maintenance Bond, if applicable.

EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with the bond and other required contract documents, within ten (10) days after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City of Lake Mills until the execution of the Contract. If the Contract is not executed by the City of Lake Mills within twenty (20) days following receipt from the bidder of the required Contract documents, the bidder will have the right to withdraw his/her bid without prejudice.

FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the bid bond which shall become the property of the City, not as a penalty, but as liquidated damages for damage sustained. Award may then be made to the next lowest qualified bidder, or the work may be re-advertised as the City may decide.

CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the Contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect the Contractor any subcontractor performing work covered by the Contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and indemnifying the City and its agents from liability per the indemnification requirements below. The Contractor shall maintain adequate insurance coverage of the types and, at minimum, in the amounts as specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance to the City Clerk.

The amounts of such insurance shall be as follows:

<u>STATE</u>	<u>STATUTORY</u>
Employer's Liability:	
Bodily Injury by Accident	\$ 100,000 Each Accident
Bodily Injury by Disease	\$ 100,000 Each Employee
	\$ 500,000 Policy Limit
1. Policy Limits:	
a. General Aggregate Limit	\$1,000,000
b. Products-Completed Operations Aggregate Limit	\$1,000,000
c. Personal and Advertising Injury Limit	\$1,000,000
d. Each Occurrence Limit	\$1,000,000
e. Fire Damage Limit (any one fire)	\$ 50,000
f. Medical Expense List (any one person)	\$ N/A

2. Policy shall include property damage liability insurance, which will provide explosion, collapse and underground coverage where applicable.
3. Policy shall include personal injury, with employment exclusion deleted.
4. Policy shall include Independent CONTRACTOR Coverage.
5. Policy shall include Blanket Contractual Coverage for written agreements.
6. Policy shall include Broad Form Property Damage Coverage.
7. Policy shall include OWNER and Engineer as their interests may appear and their employees and agents as additional insureds using Endorsement Form CG 20100704 and CG 20370704 or equal.
8. Policy shall indemnify the City and its agents per the indemnification requirements defined below.
9. Endorsements or General Liability policy shall not exclude supervisory and inspection services.

With insurance certificate, CONTRACTOR shall submit evidence of compliance with items 2 through 7.

Comprehensive Automobile Liability:

- | | |
|--|--|
| 1. Bodily Injury | \$1,000,000 Each Person
\$1,000,000 Each Occurrence |
| Property Damage: | \$1,000,000 Each Occurrence |
| Combined single limit for both bodily
Injury and property damage of | \$1,000,000 |
2. Policy shall include coverage on all owned, non-owned and hired vehicles.

Certificates of insurance demonstrating adequate insurance coverage limits must be submitted to the City of Lake Mills prior to execution of the Contract documents by the City of Lake Mills. Such insurance shall remain in full force and effect during the project and for the life of the Contract and shall name the City of Lake Mills and its agents as insured parties. Additional insured parties shall include Strand Associates Inc. and JDMAUSE LLC. The insurer shall certify that in the event of cancellation or material change of the insurance, at least ten (10) days written notice of such cancellation or material change shall be provided to the City.

INDEMNIFICATION REQUIREMENTS

The Contractor agrees to indemnify and save and hold harmless the City of Lake Mills and its agents harmless against any claim, loss, damage, cost and/or expenses (including reasonable attorney's fees), which may occur against the City, which is the Owner, in consequence of performance of the Contract by the Contractor, its subcontractors, agents, employees, successors, or assigns.

QUALIFICATION OF BIDDER

The bidder must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto and which is made a part of the bidding documents.

PROTECTION OF PROPERTY AND WORK

The Contractor shall conduct all activities under the scope of the Contract in a workmanlike manner to acceptable standards and exercise all due care.

The Contractor shall use every precaution possible to secure the site from any persons coming onto the site or in the vicinity of the site. Contractor shall also warn persons in the vicinity of the site of the possible dangers present from entering the site without proper authorization.

The Contractor shall use every possible precaution to prevent injury or damage to electric utility, and/or storm or sanitary sewer, and/or water utility facilities, and other City property, infrastructure, and implements, on or adjacent to the project. Contractor shall not be permitted to locate or stage any equipment where it would interfere with or injure or damage any adjacent properties or right-of-way.

The City reserves the right to repair damage to any public utilities, City infrastructure or other facilities of the City caused by the work of the Contractor and the cost of any such repairs shall be borne by and the responsibility of the Contractor.

The Contractor shall provide proper and appropriate facilities, take all necessary precautions and assume the entire cost of protecting the project site and work against vandalism, adverse weather conditions, and other adverse conditions that may be encountered during the performance of the Contract.

SCHEDULING

The Contractor shall submit his/her schedule for work to be performed to the City of Lake Mills, which must meet with the approval of the City Manager and the Director of Public Works. All work on this Contract, unless otherwise stated in the plans or in these specifications, will be limited to the daylight hours between 7am and 7pm, except in cases of emergency, and then may be performed only if permission is obtained from the City and adequate lighting facilities are used. No work will be permitted on Saturdays, Sundays, and/or Holidays, except to save property or life or in case of extraordinary emergency or as required to minimize disruption to business operations, and only as authorized or directed by the City Manager.

TIME FOR COMPLETION

Work on this Contract shall commence within the time specified in the bid after receiving the notice of authorization to proceed, and **the work shall be completed no later than October 17, 2025.**

Scheduling coordination with the paving and chip seal Contractors and the Department of Public Works staff will be required of the Contractor of this project.

The work under this Contract includes:

- Minimal curb and gutter spot repairs that are required to be completed by July 3, 2025, before summer asphalt patching (in separate contract) is scheduled to be completed by July 14, 2025 and prior to chip sealing (in separate contract) tentatively scheduled to commence in late July or August 2025.

- Curb and gutter spot repairs for mill and overlay and pulverize streets and the sidewalk maintenance portion of the Contract should be coordinated with the paving contractor and Department of Public Works staff, but tentatively should be scheduled to be completed prior to August 22, 2025.

The remainder of this Contract including concrete required for fall asphalt patch program, located throughout the City, can be completed throughout the year until the final completion date. However, once work is started in an area, the Contractor shall work to continuously proceed toward completion.

Note that the exact locations of all maintenance of sidewalk and curb and gutter repair have not yet been located. A preliminary list of sidewalk locations is attached at the end of the specification section.

FINAL CLEAN-UP

Prior to final payment, and at the request of the City, the Contractor shall make a final clean-up of the project area to the satisfaction of the City Manager and the City.

AUTHORITY OF THE CITY MANAGER

The City Manager, or his designee, will decide all questions that may arise as to the quality and acceptability of work performed and rate of progress. He, or his designee, will decide all questions which may arise as to interpretation of the plans, specifications, and other Contract documents. He, or his designee, will decide all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, regulations, and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect the work. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, its representatives, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, its subcontractors, agents, employees, successors or assigns.

The Contractor agrees that, in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, age, sex, creed, color, national origin, ancestry, marital status, military service or disability, discriminate against any citizen of the United States in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

No Contractor, subcontractor, nor any person on Contractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, age, marital status, national origin, ancestry, disability, creed or color.

WAGE RATES

As this is a City local public works project, state prevailing wage rates are **not** required on this Contract.

SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and equipment for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

DEFECTIVE WORK

If within one year of the final payment on the Contract any work is found to be defective, the Contractor shall promptly, without cost to the Owner, correct such defective work in accordance with the expectations of the City.

LIQUIDATED DAMAGES

Contractor shall pay owner \$300 for each day that expires after the Contract completion date or interim completion dates as liquidated damages until such time as the required work is completed and ready for final payment. In such event, Owner and Contractor agree that liquidated damages are actual damages that result from the delay in the project, rather than as a penalty.

(End of Section)

III. SPECIFICATIONS:

1. GENERAL

The City of Lake Mills is seeking to repair concrete curb and gutter and sidewalk locations within the City throughout 2025. It is the City's intent that the Contractor awarded the work based on an acceptable proposal will complete this work in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and orders and decrees.

Work on this Contract shall commence within the time specified in the bid after receiving the notice of authorization to proceed, and **the work shall be completed no later than October 17, 2025.**

Scheduling coordination with the paving and chip seal contractors and the Department of Public Works staff will be required of the Contractor of this project.

The work includes the construction of all concrete repair improvements required for curb and gutter and sidewalk, utility and/or street repairs, as specified. Concrete curb and gutter and sidewalk maintenance repairs are located throughout the City of Lake Mills in 2025.

- Minimal curb and gutter spot repairs that are required to be completed by July 3, 2025, before summer asphalt patching (in separate contract) is scheduled to be completed by July 14, 2025 and prior to chip sealing (in separate contract) tentatively scheduled to commence in late July or August 2025.

-Curb and gutter spot repairs for mill and overlay and pulverize streets and the sidewalk maintenance portion of the Contract should be coordinated with the paving contractor and Department of Public Works staff, but tentatively should be scheduled to be completed prior to August 22, 2025.

The remainder of this Contract including concrete required for fall asphalt patch program, located throughout the City, can be completed throughout the year until the final completion date. However, once work is started in an area, the Contractor shall work to continuously proceed toward completion.

Note that the exact locations of all maintenance of sidewalk and curb and gutter repair have not yet been located. A preliminary list of sidewalk locations is attached at the end of the Specification section.

Also see attached drawing at the end of this section for proposed maintenance locations of pulverization, mill and overlay, fine grading and paving, and chip seal streets. While the drawing is not comprehensive and does not show all locations of concrete repair required for the year, it does represent where many locations will be.

Bid quantities may be increased or decreased at the City's option by up to 15% of the estimated quantity of the base Bid without changing the unit bid prices.

Unless otherwise indicated, Standard Specifications in this section shall be in reference to the State of Wisconsin Department of Transportation, Division of Highways, "Standard Specifications for Highway and Structure Construction," latest edition.

Contractor shall protect the existing utilities on or adjacent to any work site. Any damage to public or private property outside the scope of the Contract shall be the Contractor's responsibility to repair or replace.

Contractor shall comply with the Traffic Control Section 643. Contractor shall be responsible for Traffic

Control including providing all signs, barricades, flagmen and other traffic control devices in the construction zone. All traffic control measures shall not close or obstruct roadways without approval of the City. Maintain emergency vehicles access to all properties at all times within project limits. All traffic control measures shall meet the requirements of Part 6 of the Manual on Uniform Traffic Control Devices of the State of Wisconsin. Traffic control shall be incidental to unit prices proposed for various concrete items, unless otherwise included in a bid item.

Contractor shall contact Digger's Hotline with reference to the Contract prior to commencing work. Out of respect for utility locate staff time, the City requests that such locates be limited to areas where work is scheduled to occur in the near future, rather than continuously requesting locates for all areas of the project throughout the City when it is known that work will not occur on a given street during that time frame.

2. CONCRETE

All concrete shall conform to the requirements as called for in Section 501 of the Standard Specifications, unless otherwise specified. All concrete shall be normal set air entrained concrete with water reducing agent, Grade A-FA with Type I cement capable of producing a minimum compressive strength of 4,000 psi in 28 days.

As soon after finishing operations as the free water has disappeared, the concrete surface shall be sealed by spraying on it a uniform coating of curing material in such a manner as to provide a continuous water impermeable film on the entire concrete surface.

Liquid curing compounds shall conform to the requirements of the Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete, AASHTO Designation M148, Type 2, White Pigmented.

The material shall be applied to form a uniform coverage at the rate of not less than 1/2 gallon per 100 square feet of surface area.

Within 30 minutes after the forms have been removed, the edges of the concrete shall be coated with the curing compound, applied at the same rate as on the finished surface.

Contractor shall erect and maintain suitable barricades to protect the new concrete. Where it is necessary to provide for pedestrian traffic, Contractor shall, at their own cost, construct adequate crossings as specified. Crossing construction shall be such that no load is transmitted to the new concrete.

Any part of the work damaged or vandalized prior to final acceptance shall be repaired or replaced at the expense of Contractor.

Pedestrian traffic shall not be permitted over new concrete prior to 72 hours after application of curing material. Vehicular traffic shall not be permitted over newly placed concrete until a minimum compressive strength of 3,000 psi has been achieved and after a minimum of three days.

When the atmospheric temperature exceeds 80° F during concrete placement, this section and ACI 305 shall apply in addition to all other sections of the specifications.

The temperature of the delivered concrete shall not exceed 85° F.

Care shall be exercised to keep mixing time and elapsed time between mixing and placement at a minimum. Ready-mix trucks shall be dispatched in a timely manner to avoid delay in concrete placement, and the work shall be organized to use the concrete promptly after arrival at the job site.

The subgrade, forms, and reinforcing shall be sprinkled with cool water just prior to placement of concrete. Prior to placing concrete, there shall be no standing water or puddles on the subgrade.

If approved by Director of Public Works, an admixture for retarding the setting of the concrete may be used.

Concrete shall be thoroughly tamped to remove all voids. The exposed surface shall be thoroughly troweled and finished with a brush at right angles to vehicular or pedestrian traffic. Sidewalks and Handicap ramps shall meet all applicable ADA specifications. All edges shall be rounded with a ¼ inch radius edger. Honeycombed areas shall be pointed and rubbed with mortar to provide a void-free surface.

Before final finishing, a 10-foot straight edge shall be used to check the surface. Any areas showing a variation of more than 1/4 inch from the straight edge shall be corrected. Final finishing shall be delayed a sufficient time so that excess water and grout will not be brought to the surface.

The cost for restoration of asphalt pavement and landscaping should not be included in any concrete unit price proposed unless otherwise indicated. The City shall be responsible for such items. However, the Contractor shall remove all wash-outs and knock-off chunks before leaving the job site.

In areas requiring removal and replacement of sidewalk, the Contractor shall minimize disturbance of the terrace to minimize the amount of terrace restoration required to be completed by City staff. Access across the terrace by construction equipment should be limited to one (15-foot wide) location per residence. If excessive disturbance of the terrace is found during restoration, the Contractor will be charged for time and material required for the City to restore said areas beyond the one (15-foot wide) location.

3. CURB AND GUTTER

Curb and gutter where required for street construction, site work construction, or for restoration of utility construction, shall be placed using forms or a machine to the dimensions and shape shown. Where curb and gutter details are not provided, curb and gutter shape and dimensions shall match existing adjacent curb and gutter. The base course beneath the curb and gutter shall be a minimum 6 inches and trimmed or filled as necessary to provide a full depth of curb and gutter matching the adjacent roadway. Prior to placement of concrete, the base shall be thoroughly compacted and moistened. A minimum of 4 linear feet of curb and gutter must be replaced regardless of the size of the street repair.

Base preparation costs shall be included in the unit price proposed for curb and gutter. Where forms are used, they shall be of metal and of sufficient strength to resist distortion or displacement. Forms shall be full depth of the work. Facing boards, if used, shall be built so as to obtain the cross section on adjacent roadways. Forms shall be securely staked and held firmly to line and grade. Forms shall be cleaned thoroughly and oiled before reuse.

All curved curb and gutter shall form smooth curves and shall not be a series of chords. Radius forms shall be used for all curved curb and gutter where the radius of curvature is 100 linear feet or less.

Driveway openings in the curb line will be staked by Director of Public Works in the field.

A ¾ inch expansion joint filler shall be placed through the curb and gutter at the radius points of all intersection curbs at storm inlets and at a maximum interval of 100 feet. This expansion joint filler shall

extend through the entire thickness of concrete and shall be perpendicular to the surface and at right angles to the line of the curb and gutter.

At intervals of not more than 10 feet, a contraction joint shall be tooled to a depth of $\frac{1}{5}$ of the total concrete thickness with a $\frac{1}{4}$ inch radius jointer. The contraction joint shall be at right angles to the line of the curb and gutter.

If machine-formed curb and gutter is placed by Contractor, Contractor shall create a plane of weakness at all joints that is sufficient to cause contraction cracking at the joints.

Contractor may saw contraction joints. The depth of cut shall be a minimum of $\frac{1}{5}$ of the total concrete thickness. Sawing shall be done as soon as practicable after the concrete has sufficiently set to preclude raveling during the sawing and before any shrinkage cracking takes place in the concrete. If this results in random cracking, Contractor will be required to tool the contraction joints as specified above.

Steel separator plates of a section conforming to the curb and gutter if adjacent to roadways shall be placed directly opposite all contraction joints in abutting street pavement. After separator plates have been removed, the edges of the joints shall be rounded with a $\frac{1}{4}$ inch radius edge. The use of steel separator plates at other locations will not be allowed. Jointing shall be included in the unit price proposed for curb and gutter.

The unit prices proposed for concrete curb and gutter City preparation work shall apply to both straight and curved curb and gutter (outside of median nose areas), to standard and reject curb and gutter, and to sections at driveways and curb ramps (outside of median nose areas). Curb and gutter will be paid for through all inlets. The cost of base preparation, placing and finishing, jointing, tie bars, and utility markings, shall be included in the unit price proposed for curb and gutter. The base unit price proposed shall assume City preparation, including removal, excavation, subgrade preparation, base course installation, rough grading, and providing the remaining base course for fine grading.

The unit price for Contractor preparation work shall assume everything included under City preparation work plus the Contractor will include the cost of existing concrete removal, excavation, subgrade preparation, base course installation, and rough grading. The City shall still supply the base course for this item.

Base course will be stockpiled at the Department of Public Works building at 307 N CP Avenue for the use of the Contractor. Contractor shall notify the Public Works staff at least an hour before requiring loading of Contractor vehicles. Note that Public Works staff is available from 6:00 am to 2:30 pm Monday through Friday for loading of vehicles.

4. CONCRETE SIDEWALK, DRIVEWAYS APRONS, AND CONCRETE PAVEMENT

Concrete sidewalk, driveway, and pavement construction required for a sidewalk replacement, street or site work construction, or for restoration of utility construction shall be placed using forms or machines to the dimensions and thicknesses shown. Where details are not provided, sidewalks shall be a minimum 4 inches thick and driveways and included sidewalks shall be a minimum 6 inches thick.

The subgrade shall be thoroughly compacted and finished to a trim, firm surface. All soft or unsuitable material shall be removed and replaced with suitable material.

A minimum 4-inch thick layer of sand, sand and gravel, or base course shall be placed under all 4" sidewalks. A minimum 6-inch thick layer of sand, sand and gravel, or base course shall be placed under all 6" sidewalks. This material shall be thoroughly moistened and compacted before the concrete is placed.

Where forms are used they shall be of metal or wood and shall be of sufficient strength to resist distortion or displacement. They shall be full depth of the work and shall be securely staked to hold the required line and grade. Where machines are used, concrete mixture shall be controlled to prevent distortion from sloughing.

Concrete sidewalk shall be segmented into 5-foot-long rectangular blocks with tooled joints. Concrete driveways shall be segmented into uniform rectangular blocks with tooled joints at a maximum spacing of 10 feet in each direction. The joint must extend at least $\frac{1}{5}$ of the total thickness of concrete. The edges of the sidewalk along forms and joints shall be rounded with an edging tool of $\frac{1}{4}$ inch radius. All joints shall be at right angles to the centerline of the sidewalk.

A $\frac{3}{4}$ inch thick expansion joint filler shall be placed at sidewalk-driveway intersections, at sidewalk-sidewalk intersections, at the intersection with new or existing curb and gutter, around all castings, and at maximum 50-foot intervals in sidewalks.

Sidewalk cross slope shall be $\frac{1}{4}$ inch per foot unless otherwise noted in the drawings or requested by Director of Public Works. Handicap ramps shall have a maximum slope of 1:12 and be provided with a truncated dome patterned surface meeting ADA requirements.

The unit prices proposed for concrete sidewalks, driveways, and concrete pavement - City preparation work shall be paid for according to the unit price proposed. The cost of base preparation, placing and finishing, jointing, and utility markings, shall be included in the unit price proposed for sidewalks and driveways. The base unit price proposed shall assume City preparation, including removal, excavation, subgrade preparation, base course installation, rough grading, and providing the remaining base course for fine grading.

The unit price for Contractor prep shall assume everything included under City preparation work, in addition the Contractor will include existing concrete removal, excavation, subgrade preparation, base course installation, and rough grading. The City will still supply the base course for this item.

Base course will be stockpiled at the Department of Public Works building at 307 N CP Avenue for the use of the Contractor. Contractor shall notify Department of Public Works staff at least an hour before requiring loading of Contractor vehicles. Note that Department of Public Works staff is available from 6:00 am to 2:30 pm Monday through Friday for loading of vehicles.

5. CONCRETE SIDEWALK – CITY PREP

City staff removes existing sidewalk where required, excavates to grade, and installs base course to rough grade. Contractor fine grades, compacts, and installs new concrete sidewalk. City will provide base material for fine grading.

6. CONCRETE REMOVE AND REPLACE SIDEWALK – CONTRACTOR PREP

Contractor removes existing sidewalk and replaces with new, providing all material, labor and equipment. City will provide base course as needed to maintain grade. Contractor fine grades, compacts, and installs base course.

Concrete sidewalk shall be a minimum of 5-feet wide in areas of new construction. In areas where existing sidewalk is 4-feet wide, the Director of Public Works shall be notified to determine if 4-feet wide is acceptable.

Note that the exact locations of maintenance sidewalk repair have not yet been located but a majority will be located in the southeast portion of the City. The Contractor shall provide a two-week notice to the City staff to allow spot locations to be finalized and excavations by City staff to begin.

Progress of the work shall progress such that sidewalks are not excavated and closed to pedestrian traffic for longer than a two-week period.

7. CONCRETE CURB & GUTTER – CITY PREP

City removes existing curb and gutter and provides the labor, equipment and materials to excavate, and install base course. Contractor fine grades and installs curb and gutter.

In general, CITY PREP for Sidewalk and Driveway Apron shall apply in the same general manner.

8. CONCRETE CURB AND GUTTER – CONTRACTOR PREP

Contractor removes existing curb and gutter and replaces with new, providing all material, labor, and equipment. City will provide base course as needed to maintain grade.

Contractor fine grades, compacts, and installs base course.

Contractor shall provide and install all material, labor, and equipment necessary to install the concrete curb and gutter.

In general, CONTRACTOR PREP for Sidewalk and Driveway Apron shall apply in the same general manner.

9. CONCRETE CURB AND GUTTER – CONTRACTOR PREP (Length Greater than 100 LF)

All work is the same as Contractor Prep above, but the unit price for bid items containing “(Length Greater than 100 LF)” will be used to account for single spot repairs that are longer than 100 LF in length.

All other single spot repairs less than 100 LF in length will be paid for by the other curb and gutter items above. Lengths of spot repair of curb and gutter maintenance historically varies from as small as a couple feet for a joint repair to several hundred feet. For information purposes only, in previous years, curb and gutter spot repairs averaged 20-25 feet in length.

10. CONCRETE SIDEWALK AND CURB AND GUTTER - EXCAVATION AND RESTORATION

All topsoil and clean soil shall be excavated, removed from the construction sites, and stockpiled at a site within the City limits to be designated by the Director of Public Works. All other excess rubble and material the Director of Public Works deems unsuitable shall be removed from topsoil and clean soil stockpiles. This material shall be removed from the site and disposed of by Contractor. Restoration of disturbed areas will be performed by the City.

11. MOBILIZATION

Mobilization shall be paid at the unit price per each mobilization. It is anticipated that there could be approximately four mobilizations - once for the Summer repairs, once for sidewalk repairs, once for pulverization and mill and overlay repairs, and once for fall repairs. The mobilization(s) are anticipated to occur at separate times throughout summer and/or fall for patching and asphalt paving purposes as well as new sidewalk and sidewalk repairs. A mobilization will only be paid to the Contractor for each

mobilization that occurs. The unit price will not be paid for each crew that arrives at the site. For example, excavation and prep crew and a separate concrete crew will only be considered one mobilization. In addition, only one mobilization will be paid for a round of repairs to be completed and prepared at a given time during the year. It will not be paid more than once if several days are required to complete each round of repairs.

12. TRUNCATED DOMES

Payment for "Truncated Domes" will be measured and paid by the Square Foot (SF) bid. Truncated domes or curb ramp detectable warning fields shall be installed in concrete conforming to the manufacturer recommended procedures and confirming to Section 602 of the standard specifications. Unit prices bid shall include all costs including labor, materials and equipment for the supply and installation of truncated domes in the sidewalk ramp.

13. COLD WEATHER CONCRETE PROTECTION

Because of the project completion date, it is **not** anticipated that cold weather concrete construction methods and protection will be required. However, if the weather and temperature require protection as specified in the Standard Specifications, then a unit price bid for cold weather concrete protection will be used. Scheduling of concrete work that will require cold weather concrete protection based on predicted weather and temperatures must be approved by the City prior to approval for installation and payment of this item. Payment for "Cold Weather Concrete Protection" will be measured and paid based on a unit price bid by the Cubic Yard (CY). Unit prices bid shall include all costs including labor, materials, and equipment for the supply and installation of cold weather protection including heated water and admixtures, polyethylene and/or burlap blankets. Cold weather curing protection methods must be maintained in place for the duration of specified use to complete the requirements of this item. The unit price shall be a surcharge (addition) to the basic item based on a \$/CY of concrete installed.

14. HIGH EARLY CONCRETE

"High Early Concrete" shall be a 7 bag mix capable of being opened to traffic in three (3) days (3,000 psi). It shall conform to the current edition of the WISDOT Standard Specifications. Unit price shall be a surcharge (addition) to the basic item based on a \$/CY of concrete installed.

"Special High Early Concrete" shall be a mix that can be opened to traffic (3,000 psi) in eight (8) hours and shall conform to the WISDOT Standard Specifications. Unit price shall be a surcharge (addition) to the basic item based on a \$/CY of concrete installed.

15. #4 (1/2 INCH) COATED HIGH STRENGTH STEEL REINFORCEMENT

All reinforcement shall conform to the requirements as called for in Section 505 of the Standard Specifications, unless otherwise specified. As approved by the City, reinforcement of the concrete shall be provided with coated high strength steel reinforcement. It is anticipated that reinforcement will be required in the valley gutter at a minimum.

The unit price for "#4 (1/2 INCH) COATED HIGH STRENGTH STEEL REINFORCEMENT" shall include all costs including labor, materials, and equipment for the supply and installation of the reinforcement.

16. VALLEY GUTTER – CONTRACTOR PREP

Where required by the City, valley gutter shall be installed to convey curb and gutter drainage where storm sewers are not currently available.

Valley gutters shall be minimum 9 inches thick and 6 feet wide. See the attached schematic drawing at the end of this section.

Contractor is to remove existing valley gutter or asphalt pavement and replaces with a new concrete valley gutter, providing all material, labor, and equipment. City shall provide base course as needed to maintain grade.

Contractor fine grades, compacts, and installs base course.

Contractor shall install and provide all material, labor, and equipment necessary to install the concrete valley gutter.

17. SAWCUTTING

In general, saw cutting of existing concrete will be conducted by Public Works staff for City Prep items and the Contractor shall saw cut all areas of Contractor Prep areas.

18. CHANGE ORDERS

Any changes or requests for changes that materially alter this Contract must be authorized in writing and executed by the Contractor and the City, as a Change Order, in advance of any modifications to the specifications or performance of this Contract.

19. TREE PROTECTION

Where required by City Council, City Arborists, and/or City staff, the construction shall conform to the “tree protection specifications” added as an attachment to this specification section.

It is anticipated that during the CITY Prep items, City staff will incur the additional time, care, precautions and tree maintenance required to meet the bulk of the specification requirements prior to the arrival of the contractor and the installation of concrete items as required. Note that care to avoid damage to trees will still be a requirement during the installation of concrete on CITY Prep items.

However, during CONTRACTOR prep items of sidewalk, and curb and gutter it is anticipated that additional time, care, precautions and tree maintenance will be required. To accommodate those additional costs anticipated to occur during the “CONTRACTOR prep” items in the bid, two additional items have been added to the bid.

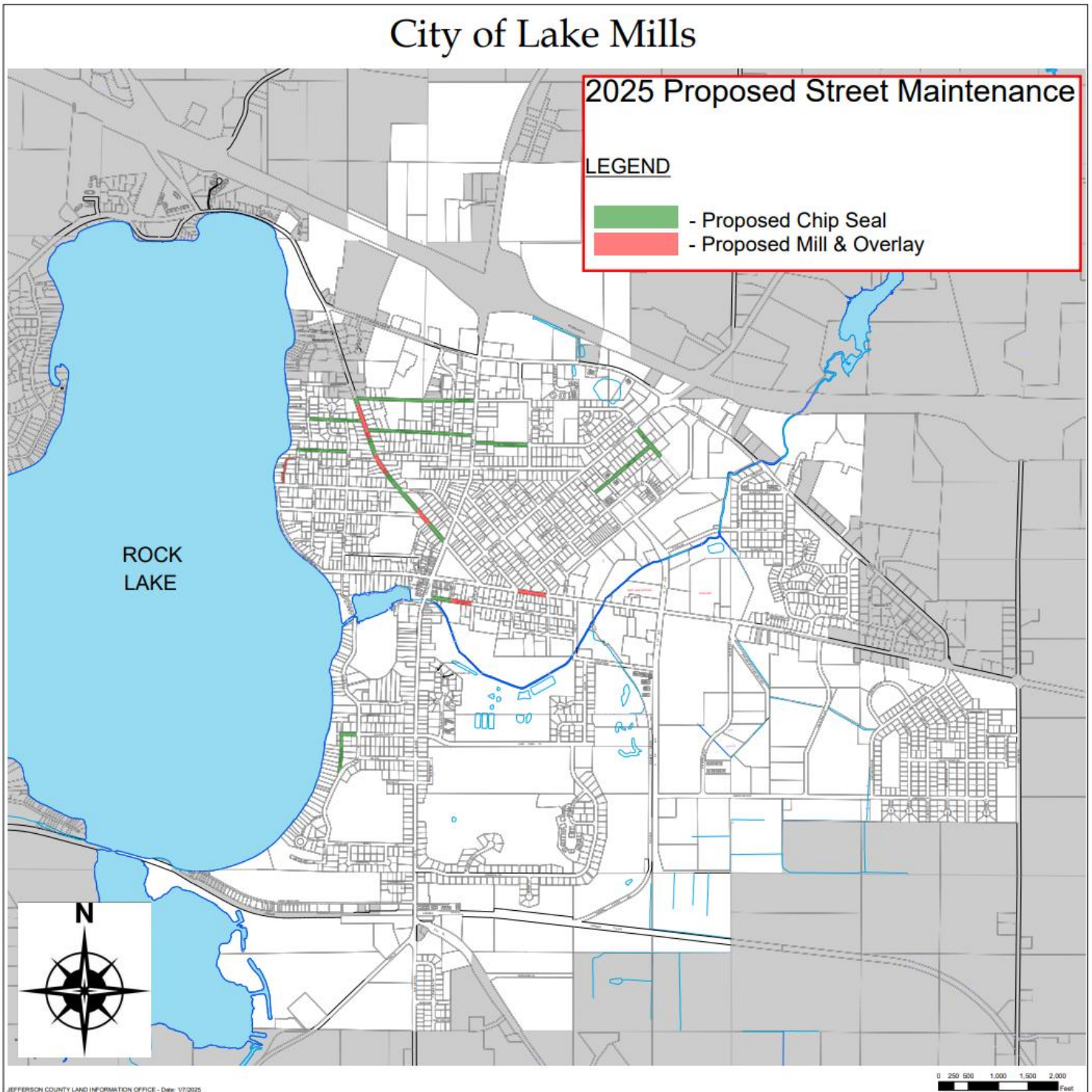
Bid item “Curb and Gutter Removal and Installation meeting Tree Protection Specifications - Contractor Prep” and “Sidewalk Removal and Installation meeting Tree Protection Specifications - Contractor Prep” shall be used when specific tree protection is required at a particular location.

The unit price shall be a surcharge (addition) to the basic CONTRACTOR Prep concrete items based on a \$/LF of curb and gutter or \$/SF of concrete installed. Note that this surcharge (addition) will not be paid

for all CONTRACTOR Prep items but rather when requested and agreed upon with the City Arborist and/or City staff prior to construction of that particular portion of the work.

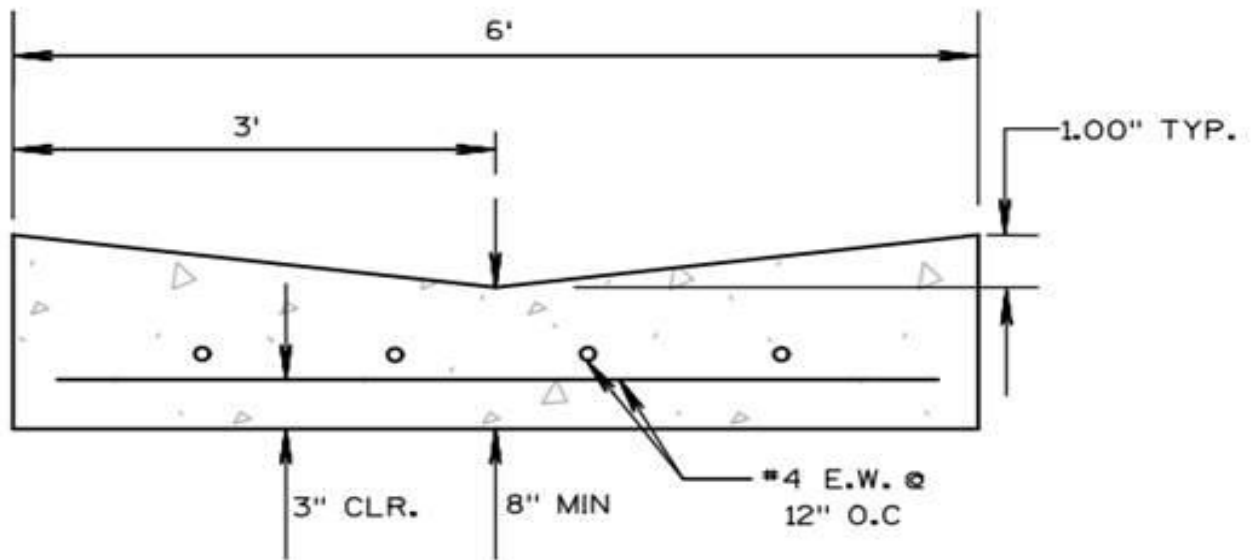
(Remainder of page intentionally left blank. See attachments on the following pages.)

2025 Chip Seal and Mill and Overlay Areas



2025 Preliminary Sidewalk Repair List

[illegible]



VALLEY GUTTER DETAIL
NO SCALE

Tree Protection Specifications

Tree Protection Specifications.

These specifications shall be applicable to all Contractors working in the Public Right of Way, whether by permit, Public Works Contract, Developer Agreement or any other permission to work within the Public Right of Way. However, any Contractor doing work related to an emergency situation as described are not bound by these provisions for those situations only. The term "Contractor" shall also mean 'Permit Grantee' or anyone given permission to work in the Public Right of Way, regardless of whether a permit is obtained or granted. For the purposes of these specifications, "Public Right of Way" shall include any property that the City of Lake Mills has an ownership interest in, including, without limitation, highways and highway rights-of-way, public walkways and bike paths, parks, greenways and stormwater management areas. Other Sections of the Standard Specifications may repeat portions of this specification for emphasis and / or expand upon these specifications. The specifications found in those other Sections are not intended to conflict with these specifications.

The maintenance and enhancement of the urban forest is a goal of the City of Lake Mills. Preserving and protecting healthy trees is one objective towards achieving this goal. Trees vary in their ability to adapt to altered growing conditions. Trees have established stable biological systems in the pre-existing physical environment. Disruption of this environment by construction activities interrupts the tree's physiological processes causing depletion of energy reserves and a decline in vigor, often resulting in the tree's death. Typically, this reaction may develop from one to twelve years or more after disruption. These tree protection specifications are intended to ensure that appropriate practices will be implemented in the construction phase of the project to protect a tree's structural integrity and future health, and both preserve trees and property value. Also, these specifications will reduce the likelihood of undesirable consequences that may result from uninformed or careless construction practices adjacent to trees. The most common forms of construction damage to trees are:

- Injury to roots, trunk or branches
- Bark or hunk wounding.
- Soil compaction which degrades the functioning of roots and inhibits the development of new ones and restricts drainage, which desiccates roots.
- Changes in existing grade which can cut or suffocate roots.

Damage can be prevented or minimized by following the specifications below and properly educating construction staff of these specifications and use of care when working around trees during the construction process. If the City Forester or City Engineer determines that a tree has been damaged due to failure to follow these

specifications, or negligence of the Contractor or Subcontractor, a fine or liquidated damages shall be assessed to the Contractor or permit holder.

The City Engineer or City Forester may elect to specify the use of a protective fencing by the Contractor to mark the tree protection zones or zones of no disturbance for protected trees, street

Trees or designated trees. The fenced enclosure shall achieve these primary goals, (1) to keep the foliage of tree crowns and branching structure clear from contact by equipment, materials and activities; (2) to preserve roots and soil conditions in an intact and non-compacted state and; (3) to identify the tree protection zone in which no soil disturbance is permitted and activities are restricted, unless otherwise approved. The fences shall enclose the entire area designated by City Engineer or City Forester of the trees to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project. The fence shall be erected before the demolition, grading or construction begins. Do not remove tree protection zone fencing to allow for deliveries or equipment access through the protection zone. Whenever construction fencing is used, a bid item shall be included in the contract, unless specified as incidental.

Underground Utility Excavation & Installation.

The Contractor shall not grade, excavate, full depth saw cut sidewalk or otherwise disturb the area within five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system along the length of the terrace, without prior permission from the City Forestry Representative.

For laterals or utilities located in close proximity to terrace trees, the situation shall be reviewed on a case-by-case basis by the Engineer and City Forestry Representative. The contractor shall use construction methods to minimize tree damage as directed by the Engineer. The Engineer may elect to terminate lateral installation prior to conflict with tree (normally terminate at the curb). Most laterals shall have their locations verified and, on the plan set in advance of bidding. Laterals that have not had their locations verified, shall be so noted on the plans.

Boring under or within the 5-foot protection zone may be allowable.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately in back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

Curb Excavation and Installation.

Root masses that grow very close to, up to or over curb will require extra care during excavation. Curb modifications may be necessary as determined by the Engineer or City Forester, such as curving into the direction of the street to avoid damage to the root system or hand formed curb.

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 the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The City Forester will review curb and gutter that is marked for removal and adjacent to street trees. Forestry will mark curb and gutter with "NRC" (No Root Cutting) next to trees that curb and gutter removal and replacement have 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 curb and gutter so marked and those adjacent curb and gutter sections six (6) feet on either side of the visible root flair without excavating into the terrace or 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, how much excavation can be safely allowed and communicate his/her 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 the end of the following workday. Rain days, weekends and holidays do not count as a workday for this purpose.
6. Proceed to cut or shave roots in the presence and under the direction of the Forester.

At locations where the curb and gutter are 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.

Curb excavations shall be limited to one (1) foot behind the proposed curb for trees less than 10" in DBH (Diameter at Breast Height), for a distance often (10) feet each way from a tree trunk to reduce damage to the root system.

Curb excavations shall be limited to six (6) inches behind proposed curb for trees greater than 10" DBH, or street terrace widths less than six (6) feet for a distance often (10) feet each way from a tree trunk to reduce damage to the root system.

When excavation behind the curb is limited to less than 6 inches, the new curb must be a 'hand- formed' replacement for a minimum length as directed by the engineer.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for curb and gutter installation.

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 the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

Sidewalk Excavation and 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 his/her 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 workday. Rain days, weekends and holidays do not count as a workday 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 arc 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.

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:

I. 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.

II. 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.

Terrace Restoration.

All mechanical grading, including sod installation within five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system shall be prohibited unless directed by the City Engineer or City Forester.

Topsoil should consist of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure this topsoil is in a pH range of 6.0 to 7.0. All topsoil should be free of rocks and other debris and screened to exclude any rocks ½ inch or larger.

Seed blend should be a blend of no greater than 20% ryegrass. Biodegradable erosion matting and biodegradable staples should be used for all seeded areas.

Bark Abrasions and Limb Damage.

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

Pre-construction pruning - Street trees will be pruned by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No more than one-fourth (25 percent) of the functioning leaf and stem area may be removed within one calendar year. It must be recognized that trees are individual in form and structure, and that pruning needs may not always fit strict rules. Occasionally a limb may have to remain at a height less than fourteen (14) feet above the roadway. These instances shall be noted during the 'walk through and the Contractor shall employ methods to protect said limb. Pruning shall not be attempted by contractor unless approved by City Engineer or City Forester.

Contractor shall operate equipment in a manner as to not damage the branches of a tree. This may require using smaller equipment and loading or unloading materials in a designated space away from trees on the construction site.

Contractor shall notify City Forestry the same day of any damage to trees resulting from construction activities.

Soil Compaction.

The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the tree protection zone is prohibited. Poisonous materials include, but are not limited to, paint, concrete or stucco mix, dirty water or any other material which may be deleterious to tree health. This not only prevents compaction, but also prevents damage to the trunks of trees and branches through scraping or scuffing the bark.

Contractor/ Foreperson Acknowledgement.

The Tree Protection Specification and known conflicts and concerns shall be reviewed all the Pre- Construction meeting with the Contractor. This review shall include review of a one-page educational informational sheet that details the procedures for avoiding damage to the tree and tree roots.

Utilities or others working in the Public Right of Way shall be required to sign this acknowledgement on a case-by-case basis.

Cost Recovery Charges and Liquidated Damages.

The Contractor's failure to follow the proper safeguards of these specifications shall result in the following cost recovery charges and liquidated damages to be assessed against the Contractor:

Where construction damage occurs causing or resulting in removal of the tree of 3-inch diameter or less (as measured at 4 1/2 feet above the ground):

1. The costs associated with removing the tree including wood disposal.
2. The costs associated with removing the stump to a depth of at least 24 inches below the ground.
3. The costs associated with replanting a replacement tree that is balled & burlapped and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

Where construction damage occurs causing or resulting in removal of the tree of greater than 3-inch diameter (as measured at 4 1/2 feet above the ground):

1. The costs associated with removing the tree including wood disposal.
2. The costs associated with removing the stump to a depth of at least 24 inches below the ground.
3. The costs associated with replanting a replacement tree that is balled & burlapped and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.
4. The value of the existing tree which shall equal \$125.00 per trunk diameter inch, as measured at 4 1/2 feet above the ground.

For bark scraping, trunk wounding and broken branches:

1. The costs associated with pruning broke11 branches, including wood disposal.
2. Loss of limb or broken branch larger than three (3) inches in diameter: \$500.00 for each occurrence. Breakage of limbs that are less than fourteen (14) feet above the roadway shall be reviewed on a case-by-case basis.
3. Any damage to trunk or bark for trees measuring less than 8 inches as measured at 4 1/2 feet: \$500.00 for each area.
4. Damage (measuring 8 square inches) to trunk or bark for trees measuring 8 inches - 12 inches as measured at 4 1/2 feet: \$500.00 for each area.
5. Damage (measuring 16 square inches) to trees measuring greater than 12 inches as measured at 4 1/2 feet: \$500.00 each area.

For root cutting or excavation within the tree protection zone:

1. For mechanical excavation within five (5) feet of a tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system or within the designated tree protection zone, including ripping of roots back towards the trunk, without prior permission from City Forestry Representative: \$500.00 for each occurrence.
2. For mechanical excavation beyond six (6) inches or one (1) foot of the proposed curb installation, as determined by the size of existing tree and terrace width, including ripping of roots back towards the trunk: \$500.00 for each occurrence (see Curb excavation and installation specifications)

3. For failure to cleanly cut damaged roots greater than one (1) inch on the same day as the excavation: \$500.00 for each occurrence.

Soil Compaction. The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the designated tree protection zone:

1. Initial fine of \$500.00 will be applied.
2. For each additional day that materials, parking of vehicles or construction equipment remains within five feet of the tree a \$500.00 fine will applied.

For Public Works Contracts these charges and liquidated damages shall be assessed as Liquidated Damages. For Private Contracts, permit work, or others, these charges and liquidated damages shall be assessed as City imposed forfeitures or private contract forfeitures.

Private Development, Tree Removal.

If a private development shall require the removal of a public street tree to facilitate the construction of a site, adding a driveway, installing underground utilities, or any other improvement or site revision, the Developer shall obtain approval from City Forestry in advance of the proposed work.

(End of Section)

BID

Proposals to be received until 10:00 a.m., Thursday, March 20, 2025.

To: City of Lake Mills
200D Water Street
Lake Mills WI 53551

The undersigned, having familiarized him/herself with the local conditions affecting the cost of the work and with the Contract documents, including the Advertisement of Request for Proposal, Instruction to Contractors, General Conditions, Specifications, Proposal Form, issued and on file in the office of the City Clerk and the office of the Director of Public Works of the City of Lake Mills, Wisconsin, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, necessary tools, materials, and/or expendable material, all utility and transportation services and appurtenances necessary to perform and complete in a workmanlike manner all the work required and as called for in the following proposal in connection with the construction of:

CONTRACT NO. LM 1-25
CONCRETE CURB & GUTTER AND SIDEWALK MAINTENANCE
LAKE MILLS, WISCONSIN

In and for the City of Lake Mills, Wisconsin, all in accordance with the plans and specifications on file, issued thereto for the following prices.

If the undersigned is notified of the acceptance of this proposal within 20 days after the date of opening the proposals, the undersigned agrees to execute a Contract for the required work for the compensation stated in the foregoing proposal schedule, within 10 days after the Notice of Award of the Contract.

The undersigned agrees to start the work within five days after the execution of the Contract by all parties, unless otherwise directed by the Director of Public Works.

There is enclosed with this proposal a (certified check), (bid Bond), (cash), in the sum of:

\$_____ equal to 5% of the Bid.

Bidder has examined and carefully studied the Bidding Documents and the following addenda are hereby acknowledged:

Date Addendum Number

Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost progress and performance of the work.

I hereby certify that all statements herein made on behalf of

(Name of Corporation, Limited Liability Company, Partnership, or Individual - select one)

a Corporation organized and existing under the laws of the State of _____;

a Limited Liability Company organized and existing under the laws of the State of _____;

a partnership consisting of _____;
or an individual trading as _____
in the City of _____, State of _____, that I have full
authority to make such statements and submit this proposal in (its) (their) (my) behalf.

Signature _____
Name _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2025.

Notary Public
_____ County, Wisconsin
My commission expires: _____

I have read the above and foregoing statements made on behalf of _____
_____ and hereby state under oath that such statements are true and correct.

Dated on _____ at _____.

Signature _____
Subscribed and sworn to before me this
_____ day of _____, 2025.

Notary Public
_____ County, Wisconsin.
My commission expires: _____

BID FORM**CITY OF LAKE MILLS – CONTRACT NO. LM 1-25 CONCRETE CURB & GUTTER AND
SIDEWALK MAINTENANCE**

BID DATE: March 20, 2025

ITEM NO.	ITEM DESCRIPTION	*ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	30-INCH Curb & Gutter CITY Prep	100	LF		
2.	30-INCH Curb & Gutter CONTRACTOR Prep	100	LF		
3.	30-INCH Curb & Gutter CONTRACTOR Prep (Length Greater than 100LF)	100	LF		
4.	24-INCH Curb & Gutter CITY Prep	100	LF		
5.	24-INCH Curb & Gutter CONTRACTOR Prep	100	LF		
6.	24-INCH Curb & Gutter CONTRACTOR Prep (Length Greater than 100LF)	100	LF		
7.	Curb and Gutter Removal and Installation conforming to Tree Protection Specifications - CONTRACTOR Prep	200	LF		
8.	4-INCH Sidewalk – CITY Prep	1,500	SF		
9.	4-INCH Remove and Replace Sidewalk – CONTRACTOR Prep	1,500	SF		
10.	6-INCH Sidewalk – CITY Prep	100	SF		
11.	6-INCH Remove and Replace Sidewalk – CONTRACTOR Prep	100	SF		
12.	6-INCH Driveway Apron – CITY Prep	50	SF		
13.	6-INCH Remove and Replace Driveway Apron – CONTRACTOR Prep	50	SF		
14.	Sidewalk Removal and Installation conforming to Tree Protection Specifications - CONTRACTOR Prep	800	SF		
15.	8-INCH Concrete Pavement – CITY Prep	50	SF		

16.	8-INCH Remove and Replace Concrete Pavement – CONTRACTOR Prep	50	SF		
17.	Valley Gutter – CONTRACTOR Prep	50	SF		
18.	Truncated Domes	24	SF		
19.	“High Early Concrete” – 3 day open – Additional upcharge	10	CY		
20.	“Special High Early Concrete” – 8 hour open – Additional upcharge	10	CY		
21.	Cold Weather Concrete Protection	10	CY		
22.	#4 (1/2 Inch) coated high strength steel reinforcement	50	LF		
23.	Mobilization	4	EA		

Computed Total Proposal Contract LM 1-25 (Items 1 through 23)

_____ DOLLARS
(Words)

\$ _____
(Numbers)

SUBMITTED BY: _____

CONTRACT IS TO BE COMPLETED NO LATER THAN OCTOBER 17, 2025.

Executed at: _____ this _____ day of _____, 2025

By _____ Title _____
(Company) (Owner, Partner or Corporate Officer)

_____ (Name) _____ (Street Address)

_____ (Phone) _____ (City, State, Zip)

_____ (Federal I.D. No.)

(End of Section)

INFORMATION SHEET

The Points of Difference where the proposal does not comply with the specifications are listed as follows:

[illegible]

(End of Section)

INFORMATION SHOWING QUALIFICATIONS OF PROPOSER

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: (Write first name in full). If a partnership or corporation, give the names and address of all partners or officers:

The contractor also states on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

--	--

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except (give full name and addresses):

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him/her:

FACILITIES: Owned and available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work (give location, kind, size or cost, and reference to name and address of client and engineer):

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following (give name, business and address):

Signature of Contractor:

By: _____

Title: _____

(End of Section)

LISTING OF SUB-CONTRACTORS

The undersigned offers the following information relative to the sub-contractors he/she intends to use on this Contract if such be awarded to him.

1. Description of Work to be subcontracted:

Name and Address of Subcontractor:

2. Description of Work to be subcontracted:

Name and Address of Subcontractor:

3. Description of Work to be subcontracted:

Name and Address of Subcontractor:

4. Description of Work to be subcontracted:

Name and Address of Subcontractor:

Signature of Contractor:

By: _____

Title: _____

(End of Section)

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), a member of the bidder (if the bidder is a Limited Liability Company), or an officer or employee of the bidder Corporation having authority to sign on its behalf (if the bidder is a Corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder, its employees, or agents to any person not the bidder, an employee, or agent of the bidder, or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

____ day of _____, 20____

Bidder's Signature

Notary

Title

(Seal)

Company

(End of Section)

(SAMPLE)
**AGREEMENT FOR CONCRETE CURB & GUTTER AND SIDEWALK
MAINTENANCE
LAKE MILLS, WISCONSIN
CONTRACT LM 1-25**

This agreement made and entered into this _____ day of _____ 2025, by and between the City of Lake Mills, a Wisconsin Municipality located in Jefferson County, WI (hereinafter called the OWNER) and _____ (hereinafter called the Contractor), a domestic corporation located at _____.

WITNESSETH:

WHEREAS, Contractor, represents it has the knowledge, trucks, equipment and personnel necessary to accommodate such commercial grade concrete curb and gutter and sidewalk construction.

The OWNER and CONTRACTOR agree as follows:

1. The Contract consists of this agreement, general conditions, general requirements, drawings, specifications, addenda, and wage rates issued prior to the execution of this Agreement and any Modifications issued after this Agreement; these form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein.
2. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in item number 8.
3. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, if any.
4. The date of commencement of the Work shall be the date fixed in the Notice to Proceed issued by the Owner and **the work shall be completed no later than October 17, 2025.**
5. Scheduling coordination with the paving and chip seal contractors and the Department of Public Works staff will be required of the Contractor of this project. The work under this Contract includes:
 - a. Minimal curb and gutter spot repairs that are required to be completed by July 3, 2025, before summer asphalt patching (in separate contract) is scheduled to be completed by July 14, 2025 and prior to chip sealing (in separate contract) tentatively scheduled to commence in late July or August 2025.

- b. Curb and gutter spot repairs for mill and overlay and pulverize streets and the sidewalk maintenance portion of the Contract should be coordinated with the paving contractor and Department of Public Works staff, but tentatively should be scheduled to be completed prior to August 22, 2025.
 - c. The remainder of this Contract including concrete required for fall asphalt patch program, located throughout the City, can be completed throughout the year until the final completion date. However, once work is started in an area, the Contractor shall work to continuously proceed toward completion.
- 6. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and ____ Cents (\$_____) subject to any approved change orders. The Contract Sum is based upon the unit prices of the proposal received.
- 7. Based upon applications for payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that an application for payment is received by the Owner not later than the first day the month, the Owner shall make payment to the Contractor not later than the last day of the same month. If an application for payment is received by the Owner after the application date set above, payment shall be made 45 days after the Owner receives the application for payment. Each application for payment shall be based on the recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be use as a basis for reviewing the Contractors application for payment.
- 8. The Owner's Representative is:

Drake Daily
City Manager
City of Lake Mills
200D Water Street
Lake Mills, WI 53551

The Contractor's Representative is:

9. The Contract Documents, except any Modifications issued after execution of this Agreement, are enumerated as follows:
- a. Advertisement of Request for Proposals
 - b. Instructions to Contractors
 - c. General Conditions
 - d. Specifications
 - e. Bid
 - f. Affidavit of Non-Collusion
 - g. Performance and Payment Bonds
 - h. Addendum

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor and the remaining two to be returned to the Owner.

This agreement shall benefit and shall be binding upon the respective parties to the agreement and their successors and assigns.

Entered in the _____ day of _____ 2025.

By _____
Drake Daily, City Manager, City of Lake Mills WI

Attest: _____

By _____

Attest: _____

(End of Section)