

Contract Routing Form

ROUTING: Routine

printed on: 05/01/2014

Contract between: Scott Construction Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Chip Sealing 2014-East

Contract No.: 7239
 Enactment No.: RES-14-00316
 Dollar Amount: 337,822.50

File No.: 33210
 Enactment Date: 04/30/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-1-2014	5-1-14
Director of Civil Rights	5-1-14	5/9/14 <i>MD</i>
Risk Manager	05-09-2014	5/14/14 <i>REV</i>
Finance Director	5-14-14	
City Attorney	620 5-15-14	5-20-2014 <i>pam</i>
Mayor	5-20-14	5-20-14

Please return signed Contracts to the City Clerk's Office
 Room 103, City-County Building for filing.

Original + 2

Copies

PO 81537239

pam 5/15/14

05/01/2014 11:18:57 enjap - S Sonntag - 266-4751

Dis Rights: OK (N/A) Problem - Hold
 Prev Wage: AA Agency / No
 Contract Value: *see above*
 AA Plan: *see above*
 Amendment / Addendum #
 Type: POS / DWP / Sbdy / Gov't /
 Grant / PW / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 33210

File ID: 33210	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 02/24/2014
File Name: Awarding Public Works Contract No. 7239, Chip Sealing 2014 - East.		Final Action: 04/29/2014
Title: Awarding Public Works Contract No. 7239, Chip Sealing 2014 - East.		

Notes: Steve S.

CC Agenda Date: 04/29/2014

Agenda Number: 65.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 04/30/2014

Attachments: DeWitt Ltr.pdf, Scott Construction 7239.pdf, 7239BidOpeningTab.pdf, 7239 Scott Constr.pdf, Contract 7239-SCOTT.pdf

Enactment Number: RES-14-00316

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	04/14/2014	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	02/24/2014	Refer	BOARD OF PUBLIC WORKS	03/05/2014	04/09/2014	
	Action Text:	This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 3/5/2014					
	Notes:						
1	BOARD OF PUBLIC WORKS	03/05/2014	Refer	BOARD OF PUBLIC WORKS	03/19/2014	04/09/2014	Pass
	Action Text:	A motion was made by Skidmore, seconded by Branson, to Refer to the BOARD OF PUBLIC WORKS and should be returned by 3/19/2014. The motion passed by voice vote/other.					
	Notes:						

Master Continued (33210)

1	BOARD OF PUBLIC WORKS	03/19/2014	Refer	BOARD OF PUBLIC WORKS	04/09/2014	04/09/2014	Pass
	Action Text:	Christy Bachmann, City Engineering Division, provided explanation for the recommendation to refer. A motion was made by Skidmore, seconded by Branson, to Refer for Introduction. The motion passed by voice vote/other.					
	Notes:						
1	BOARD OF PUBLIC WORKS	04/09/2014	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Skidmore, seconded by Branson, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.					
	Notes:						
1	COMMON COUNCIL	04/29/2014	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass
	Action Text:	A motion was made by Schmidt, seconded by DeMarb, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.					
	Notes:						

Text of Legislative File 33210

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7239, Chip Sealing 2014 - East.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7239) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7239
CHIP SEALING 2014 - EAST

SCOTT CONSTRUCTION, INC.

\$337,822.50

Acct. No. CS53-54472-810358-00-53W1714	\$272,421.02
Contingency 8%±	21,794.00
Plan & Prep 5%±	<u>13,624.98</u>
Sub-Total	\$307,840.00

Acct. No. GN01-54317-634403-00-6319000	\$65,401.48
Contingency 8%±	5,232.00
Plan & Prep 5%±	<u>3,266.52</u>
Sub-Total	\$73,900.00

GRAND TOTAL \$381,740.00

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Monday, April 21, 2014

MOSCA, ELIZABETH
MIDDLETON WI

Year of Birth: 1957
Status: Active
License Number: 2530156
NPN**: 12305256
Effective Date: 11-18-2008
Expiration Date: 03-31-2015
License Type: Resident Intermediary Indv
CE Compliance: 03-31-2015

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	11-25-2008	Active
Casualty	Resident	11-18-2008	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Casualty	CAS/Active	05-21-2013		
Company of Reading, Pennsylvania	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
American Economy Insurance Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
American Fire and Casualty Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
American States Insurance Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
Berkley Regional Insurance Company	CAS/Active	01-12-2009		
	PROP/Active	01-12-2009		
Colonial American Casualty and Surety Company	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
Consolidated Insurance Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
Continental Casualty Company	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per

				Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Continental Insurance Company, The	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
Fidelity and Deposit Company of Maryland	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
First National Insurance Company of America	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
First Sealord Surety, Inc.	CAS/Inactive	09-17-2009	02-08-2012	Canceled
General Insurance Company of America	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
Granite Re, Inc.	CAS/Active	01-14-2009		
Guarantee Company of North America USA, The	CAS/Inactive	01-22-2009	12-28-2011	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
Indiana Insurance Company	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
Liberty Mutual Insurance Company	CAS/Active	02-04-2010		
Merchants Bonding Company (Mutual)	CAS/Active	05-03-2013		
	CAS/Inactive	12-03-2008	10-12-2010	Canceled
Merchants National Bonding, Inc.	CAS/Active	05-03-2013		
Midwestern Indemnity Company, The	CAS/Active	01-18-2010		
	PROP/Active	01-18-2010		
National Fire Insurance Company of Hartford	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Netherlands	CAS/Active	01-18-2010		

Insurance Company, The	PROP/Active	01-18-2010			
Ohio Casualty Insurance Company, The	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
Ohio Security Insurance Company	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
Old Republic Insurance Company	CAS/Active	12-30-2010			
	CAS/Inactive	12-20-2008	07-06-2010		Canceled
Old Republic Surety Company	CAS/Active	12-30-2010			
	CAS/Inactive	12-20-2008	07-06-2010		Canceled
Peerless Indemnity Insurance Company	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
Peerless Insurance Company	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
SAFECO Insurance Company of America	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
SAFECO Insurance Company of Illinois	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
Star Insurance Company	CAS/Inactive	07-06-2010	04-19-2011		Canceled
	PROP/Inactive	07-06-2010	04-19-2011		Canceled
Transportation Insurance Company	CAS/Active	05-21-2013			
	PROP/Active	05-21-2013			
United Fire & Casualty Company	CAS/Active	10-03-2013			
	PROP/Active	10-03-2013			
Valley Forge Insurance Company	CAS/Active	05-21-2013			
	PROP/Active	05-21-2013			
West American Insurance Company	CAS/Active	01-18-2010			
	PROP/Active	01-18-2010			
West Bend Mutual Insurance Company	CAS/Active	08-08-2011			
	PROP/Active	08-08-2011			
Western National Mutual Insurance Company	CAS/Active	04-03-2014			
	PROP/Active	04-03-2014			
Western Surety Company	CAS/Active	09-25-2013			
	CAS/Inactive	01-08-2009	10-28-2010		Vol. Surrender per Agent Rqst
Zurich American	CAS/Active	05-14-2013			

Insurance Company	PROP/Active	05-14-2013
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- * Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.
- ** NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

\$337,822.50
ORIGINAL

BID OF SCOTT CONSTRUCTION, INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CHIP SEALING 2014 - EAST

CONTRACT NO. 7239

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 29, 2014

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CHIP SEALING 2014 - EAST
CONTRACT NO. 7239**

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This Proposal, and Agreement have
been prepared by:

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



Robert F. Phillips, P.E., City Engineer

RFP: ss

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:	CHIP SEALING 2014 - EAST
CONTRACT NO.:	7239
SBE GOAL	4%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRUARY 14, 2014
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 14, 2014
BID SUBMISSION (1:00 P.M.)	FEBRUARY 21, 2014
BID OPEN (1:30 P.M.)	FEBRUARY 21, 2014
PUBLISHED IN WSJ	2/7/14 & 2/14/14

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. 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.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 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/Business/PW/specs.cfm.

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). 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.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond 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.

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 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/Install
- 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/dcr/aaTBDDir.cfm.

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/dcr/aaTBDDir.cfm. 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.

2.4.2 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

shall be deemed non-responsible and the bidder ineligible for award of this contract.

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 deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison's notice. Postmark not applicable.

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

CHIP SEALING 2014 - EAST CONTRACT NO. 7239

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 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract consists street sweeping and cleaning of all loose material, vegetation and other objectionable material, the protection of inlets and castings and chip sealing. It is the Contractors responsibility to find locations to stockpile all required materials and dispose of all swept and waste material. The stockpiles may not be stored within the City of Madison's street right-of-way.

The Contractor shall supply the city with samples of the aggregate and emulsion for testing purposes prior to starting work. The Contract shall supply the material in a timely manner to allow the City to accomplish the testing before any work begins.

SECTION 104.6 DECREASED AND DELETED ITEMS

The City of Madison reserves the right to delete any street segment they deem necessary. Such deletion shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit a schedule of work to the office of the City Traffic Engineer, a minimum of 48 hours prior to the start of work on this project.

Streets shall remain open to traffic at all times. This will require the use of properly equipped flag persons. On multi lane roadways, lane closures are permitted, using the traffic control as established by the MUTCD.

The Contractor may remove parking within the construction limits between the hours of 7:00 a.m. and 6:00 p.m. to facilitate construction on this project. Removal of parking between the hours of 6:00 p.m. and 7:00 a.m. is subject to approval City Traffic Engineering. The city will supply the contractor with the no parking signs. Please see the "Guideline for Temporary No Parking Restrictions for Construction or Special Events" contained in these special provisions.

The Contractor shall provide pedestrian access that is Handicap Accessible across each intersection at all times.

Access to adjacent properties shall be maintained at all times.

Peak hour restrictions shall apply for the below mentioned streets.

The Contractor shall **only** chip seal one half of the street at a time and use arrow boards to direct traffic when Chip sealing. The Contractor shall also have several flaggers available and on site when sealing the following streets to assist in the traffic control:

N Fair Oaks Avenue
Nakoosa Trail
Walsh Road
Commercial Avenue service Road
Pulley Drive
Swanton Road
Dennett Drive
Turner Avenue

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hour.

The Contractor shall maintain warning signs for "loose gravel" until the Contractor has swept the completed Chip Sealed Street.

SECTION 109.2 PROSECUTION OF WORK

Work shall begin only after the start work letter is received. The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

The contractor must consult the Engineer about the proposed schedule for the work to be done under this contract, to assure there will not be any conflicts with other city projects. Each time, work is resumed; the Contractor shall notify the Engineer at least seventy-two (72) hours in advance of beginning work. During periods of work, the Contractor shall provide the Engineer a schedule of the work such that the Engineer is able to inspect the daily progress of the contract, and allow the Engineer to alter the contractors schedule to avoid potential conflicts with other city projects.

SECTION 109.7 TIME OF COMPLETION

The Contractor shall complete all work specified in this contract on or before **AUGUST 2, 2014**.

The fixed, agreed upon, Liquidated Damages for failure to complete all work within the Contract Time, unless otherwise specified in this section, shall be calculated in accordance with Section 109 of the

Standard Specifications. This schedule has been established to avoid conflict with other projects and modifications to this schedule shall not be permitted.

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

DESCRIPTION

This item is undistributed and may or may not be used. It is intended for use at low points of the road when the chip sealing may occur with rain in the forecast. The Engineer will notify the Contractor where and when; Type D inlet protection should be installed.

Work under this item shall include all work, materials, labor and incidentals necessary for installing, maintaining, and removing the Inlet Protection Type D device.

The Contractor shall be responsible at a minimum to inspect weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period. The Contractor shall remove sediment deposits, dispose of sediment, and restore device to its original dimension after accumulation of sediment is between one-third (1/3) to one-half (1/2) the design depth of the device. The contractor shall replace a non-operating device with a new device that will be considered incidental. The Contractor shall take care to ensure sediment does not fall within the inlet. If sediment does fall within the inlet, the Contractor shall be responsible for removing and disposing of the sediment.

METHOD OF MEASUREMENT

Inlet Protection, Type D - Complete shall be measured as each acceptably completed and approved by the Construction Engineer.

BASIS OF PAYMENT

Inlet Protection, Type D - Complete shall be measured as described above which shall be full compensation for all work, materials, and incidentals to complete the work as described above.

ARTICLE 408 PAVEMENT CHIP SEAL

SECTION 408.1 MATERIALS FOR PAVEMENT CHIP SEALING

The aggregate for the Chip Seal shall consist of hard and durable Black Boiler Slag (by-product of coal). The gradation for the material shall conform to the following requirements:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8 inch	100
No. 4	90-100
No. 8	45-75
No. 40	0-8
No. 200	0-3

Chip Sealing and Seal Coat are considered to be one and the same for these special provisions. The Chip Seal shall conform to Section 475 "Seal Coat" of the "Standard Specifications for Highway and Structure Construction" 2003 Edition prepared by the State of Wisconsin Department of Transportation and these special provisions herein set forth shall govern this construction.

The asphaltic material for the Chip Seal shall be CRS-2P, Polymer modified, and be applied at a rate of 0.28 gallons per square yard. This asphaltic material shall be rapid set emulsion that has elastic properties and shall comply with AASHTO M316.

The temperature of the Asphaltic Emulsion at the time of application shall not be less than 150 degrees Fahrenheit nor more than 180 degrees Fahrenheit.

The aggregate for the Chip Seal shall consist of hard and durable particles of Black Boiler Slag (by-product of coal). The Gradation for the material shall conform to the following requirements:

The Contractor will be required to supply a sample to the Engineer prior to the start of work. The Contractor shall also submit written verification from their Supplier that the asphalt emulsion and aggregate properly bond. Should there be any discrepancies in the field, the Contractor shall be responsible for all costs associated with repairs. The application rates for the screenings and Asphaltic Emulsion shall be within the range specified in the following table.

SCREENINGS	LB/S.Y. ASPHALTIC EMULSION	(GAL. /S.Y.)
Single Chip Seal	18 TO 22	0.28-0.32

SECTION 408.2 PERSONNEL

The Contractor's personnel shall be experienced in Chip Sealing work and shall be knowledgeable regarding the material and equipment to be used for Chip Sealing.

SECTION 408.3 EQUIPMENT

The Contractor shall furnish all equipment necessary, but not be limited to the equipment specified in Section 475.3.2 of the WISDOT Standard Specifications.

The second paragraph of the WISDOT Standard Specifications, Section 475.3.5 "Applying and Rolling Seal Coat Aggregate" is amended to read as follows:

The Contractor shall furnish a minimum of two (2) pneumatic-tired rollers.

The initial rolling shall consist of one (1) complete coverage performed with a pneumatic-tired roller and shall begin immediately behind the spreader. Binder and screenings shall not be spread more than 500 feet ahead of completion of the initial rolling operations. Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the screenings and in no case shall be less than two (2) complete coverages.

The Contractor shall sweep the completed Chip Sealed streets within FORTY-EIGHT (48) hours after the second rolling or after the Chip Sealing is set whichever is sooner. The Contractor shall be required to sweep the streets to remove **ALL** loose aggregate left from the Chip Sealing application. This may require more than one sweeping.

SECTION 408.4 PREPARATION OF THE SURFACE AND PROTECTION

Immediately before applying the Asphaltic Emulsion, the Contractor shall be responsible for removing all loose material, silt, clay, vegetation in the street and edge of gutter and other objectionable materials from the street with a power broom, street sweeper, edger or other approved method. **The Contractor shall install reflective tabs on the streets that have pavement marking prior to sealing streets. The tabs shall be installed on the existing pavement marking to notify the traffic of the lane delineations after the street has been sealed.**

Prior to Chip Sealing the Contractor shall protect all inlets contained within the Chip Sealing area and downstream inlets in accordance with standard Detail Drawing 1.04 in the City of Madison's Standard Specifications.

It shall be the Contractors responsibility to locate and protect all utility castings including but not limited to sewer access structures, water valves, inlets, and catchbasins within the street or streets to be chip

sealed prior to starting work and protect these castings so that **ABSOLUTELY NO ASPHALTIC EMULSION** will be applied. If castings are covered by chip sealing the Contractor will be responsible to clean and or replace the all the castings at their own expense, as required by the City Engineer. No work shall begin until all utility castings are protected. No work shall begin until all Traffic Control is in place as required in Section 107.7.

All inlet protection shall remain in place until the streets are swept to the satisfaction of the Engineer. Please note that BID ITEM 21041 INLET PROTECTION, TYPE D - COMPLETE is undistributed and may or may not be used. All other inlet protection is considered incidental to lump sum bid of chip sealing.

MEASUREMENT AND PAYMENT

The Contractor shall bid each Street segment in the contract individually; based on the price to properly Chip Seal the street segment according to the conditions provided in this contract. Each segment will be bid as a "lump sum" price. It is the Contractors responsibility to review each street segment and verify the area to be chip sealed.

Chip Sealing will be paid for at the Contractors bid price per street segment. Which price shall be full compensation for furnishing; heating, unloading, hauling, and for applying the Chip Sealing material; for the cleaning of the streets, installing reflective tabs, applying the Asphalt Emulsion and Chips, Rolling, street sweeping; for locating stockpile locations and disposal of all waste material, for the protection of inlets and utility casting; and for all labor, tools, equipment, and incidental necessary to complete the work as provided in the contract.

CHIP SEALING 2014 - EAST - SCHEDULED STREETS



Fair Oaks:
M-F NB&SB
2x/hr
700a - 600p

Nakoosa:
Daily EB&WB
2x/hr
600a - 1100p

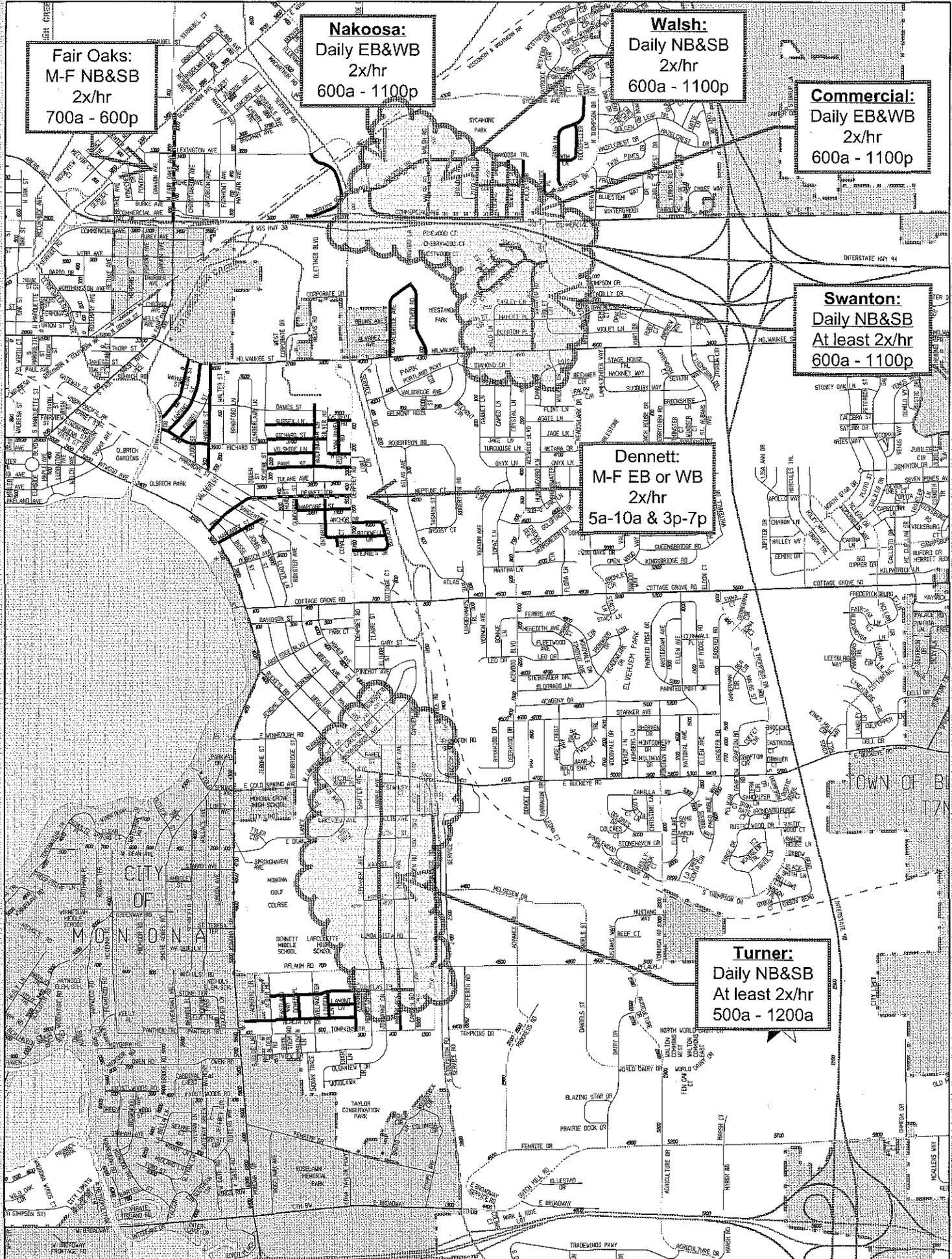
Walsh:
Daily NB&SB
2x/hr
600a - 1100p

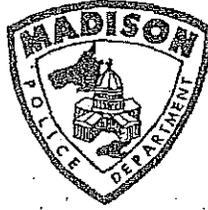
Commercial:
Daily EB&WB
2x/hr
600a - 1100p

Swanton:
Daily NB&SB
At least 2x/hr
600a - 1100p

Dennett:
M-F EB or WB
2x/hr
5a-10a & 3p-7p

Turner:
Daily NB&SB
At least 2x/hr
500a - 1200a





**GUIDELINE FOR TEMPORARY NO PARKING
RESTRICTIONS
FOR CONSTRUCTION OR SPECIAL EVENTS**

1. Signs need to be placed a minimum of every 50 feet. The height should be approximately 3-4 feet off the ground and perpendicular to the curb facing traffic. This would be about eye level for the vehicle driver considering using the parking space. The signs should be placed 3 feet back from the curb on most terraces. If the terrace is 4 feet wide or less, please put the signs at the center of the terrace. In all cases, make sure the signs are not obstructed by trees, bushes, poles etc.

2. Make sure the signs are securely fastened to what ever device you are using to support the sign and that the device is also secure in or on the ground. If you are using sawhorses with signs attached please consider that they may get tipped over making your posting invalid. If you are using wood lath, attach the sign after the lath is driven into the ground. No time extensions can be added to the signs. You must get authorization from Traffic Engineering to repost. Any authorized changes need to be rechecked. No enforcement action will be taken until 48 hours after your posting has been checked and approved.

3. The Madison Police Department must approve your posting prior to any enforcement action being taken. After you have posted the signs, call the Traffic Bureau (Mon-Fri) at 266-4622 before 1:00pm to have the posting checked. If you do not call before 1:00pm the posting will not be checked until the following workday. Postings are not checked on weekends or holidays. No enforcement action will be taken until 48 hours after your posting has been checked and approved. DO NOT LEAVE YOUR MESSAGE ON THE RECORDER.

4. When the block you are posting contains 2-hr parking restrictions the 2-hour signs should be covered to reflect your no parking restrictions. The 2-hour restriction must be completely covered. You may want to attach two no parking signs together vertically to cover the entire 2-hour sign. Do not cover any no parking or tow-away zone restrictions with temporary signs. Do NOT use tape to attach the cardboard signs to the metal 2-hr signs. Binder clips (4) will secure the sign and keep it from rolling. A trash bag may be used to cover the 2-hour sign before you attach your no parking signs to it. You may add your parking restriction signs to the same pole as another City of Madison parking restriction without covering the original sign.

5. While your temporary postings are in effect, you must continually recheck the signs to assure that they are maintained in their original condition. This is important because vehicles will be ticketed and/or towed based on condition of your posting. You may have to go to court with the parking enforcement officer to testify that the posting was maintained and valid during the entire posting period.

6. After your project is completed, you are required to remove your temporary posting returning the streets to their original condition.

CONTACT DISPATCH @ 266-4275 FOR ENFORCEMENT OF YOUR POSTING

EDUCATE FIRST-REGULATE WHEN NECESSARY



Department of Public Works
Engineering Division
Robert F. Phillips, 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

Assistant City Engineer
Michael R. Dailey, P.E.
Principal Engineers
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

February 13, 2014

**NOTICE OF ADDENDUM 1
CHIP SEALING 2014 – EAST
CONTRACT NO. 7239**

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

SECTION B: PROPOSAL PAGES

The proposal pages have been revised. The street limit descriptions have been modified. The original proposal pages have been removed and new proposals have been inserted into Bid Express.

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

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

<http://www.bidexpress.com>

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

Robert F. Phillips, P.E., City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CHIP SEALING 2014

CONTRACT NO. 7239

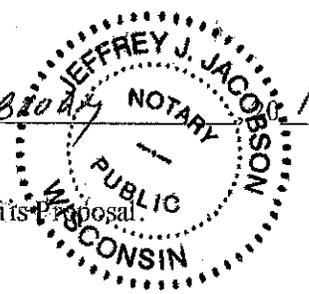
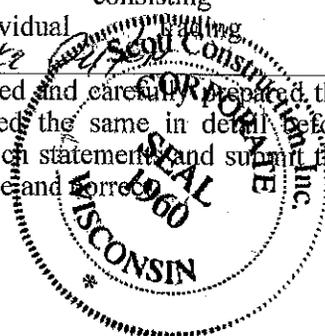
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Scott Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____ an individual _____ of the City of Lake State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statement and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

Randy P. Scott E.V.O.
TITLE, IF ANY

Sworn and subscribed to before me this 19 day of FEBRUARY 2014
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-25-15
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract #7239 – Scott Construction

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) *

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Wednesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

- Addendum 1 *
- Addendum 2
- Addendum 3

Section F: Disclosure of Ownership and Best Value Contracting

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
Scott Construction, Inc. PO Box 340 Lake Delton, WI 53940

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.

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. ~~7286~~ 7239

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: Scott Construction Inc.
Address: PO Box 340 Lake Okauchee W. 53940
Telephone Number: 608-254-2555 Fax Number: 608-254-2249
Contact Person/Title: Randy C. Scott

Prime Bidder Certification

I, Randy C. Scott Ex Vice President of
Name Title
Scott Construction Inc. certify that the information
Company

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

[Signature]
Witness Signature
2-14-14
Date

[Signature]
Bidder's Signature

CHIP SEALING 2014 - EAST

CONTRACT NO. 7239

DATE: 2/21/14

Scott Construction, Inc.

Item	Quantity	Price	Extension
1.0 - ANCHOR DR - DEMPSEY RD TO BERGEN ST - LUMP SUM	1.00	\$2,367.69	\$2,367.69
2.0 - BERGEN ST - ANCHOR DR TO STEINIES DR - LUMP SUM	1.00	\$2,282.01	\$2,282.01
3.0 - BEWICK DR - COMMERCIAL AVE SERVICE DR TO NAKOOSA TRL - LUMP SUM	1.00	\$5,175.12	\$5,175.12
4.0 - BUCKINGHAM LN - N END TO PAUS ST - LUMP SUM	1.00	\$5,241.62	\$5,241.62
5.0 - CALVERT RD - SILVER RD TO DEMPSEY RD - LUMP SUM	1.00	\$2,075.92	\$2,075.92
6.0 - COMMERCIAL AVE SERVICE RD - W END TO LEXINGTON AVE - LUMP SUM	1.00	\$14,879.86	\$14,879.86
7.0 - COMMERCIAL AVE SERVICE RD - NAKOOSA TRL TO PULLY DR - LUMP SUM	1.00	\$15,366.00	\$15,366.00
8.0 - CONLIN ST - ZIEGLER RD TO PULLY DR - LUMP SUM	1.00	\$4,076.35	\$4,076.35
9.0 - CORAL CT - ROCKWELL DR TO S END - LUMP SUM	1.00	\$1,153.29	\$1,153.29
10.0 - DELLA CT - MC CANN RD TO N END - LUMP SUM	1.00	\$1,321.04	\$1,321.04
11.0 - DENNETT DR - ATWOOD AVE TO DEMPSEY RD - LUMP SUM	1.00	\$17,624.82	\$17,624.82
12.0 - ESTHER CT - MC CANN RD TO N END - LUMP SUM	1.00	\$1,375.56	\$1,375.56
13.0 - FARRELL ST - JUDD ST TO RICHARD ST - LUMP SUM	1.00	\$2,017.21	\$2,017.21
14.0 - GUNDERSON ST - DENNETT DR TO MARGARET ST - LUMP SUM	1.00	\$1,078.70	\$1,078.70
15.0 - HARDING ST - MILWAUKEE ST TO HARGROVE ST - LUMP SUM	1.00	\$8,890.51	\$8,890.51
16.0 - HYNEK RD - SILVER RD TO DEMPSEY RD - LUMP SUM	1.00	\$1,838.07	\$1,838.07
17.0 - JANA LN - N THOMPSON DR TO SYCAMORE AVE - LUMP SUM	1.00	\$9,146.63	\$9,146.63
18.0 - KIM LN - JANA LN TO ROCKEFELLER LN - LUMP SUM	1.00	\$1,442.66	\$1,442.66
19.0 - LANSING ST - MILWAUKEE ST TO RICHARD ST - LUMP SUM	1.00	\$6,351.48	\$6,351.48
20.0 - LEON ST - MILWAUKEE ST TO STARKWEATHER DR - LUMP SUM	1.00	\$5,366.24	\$5,366.24
21.0 - LEVINE CT - STEIN AVE TO S END - LUMP SUM	1.00	\$1,090.38	\$1,090.38
22.0 - LORI CIR - DEMPSEY RD TO S END - LUMP SUM	1.00	\$2,650.47	\$2,650.47

CHIP SEALING 2014 - EAST

CONTRACT NO. 7239

DATE: 2/21/14

Scott Construction, Inc.

Item	Quantity	Price	Extension
23.0 - LYNNHAVEN RD - CALVERT RD TO HYNEK RD - LUMP SUM	1.00	\$2,698.70	\$2,698.70
24.0 - MARGARET ST - ATWOOD AVE TO CUL DE SAC - LUMP SUM	1.00	\$4,233.02	\$4,233.02
25.0 - MARGARET ST - GUNDERSON ST TO DEMPSEY RD - LUMP SUM	1.00	\$4,396.58	\$4,396.58
26.0 - MCCANN RD - LEVINE CT TO STEIN AVE - LUMP SUM	1.00	\$4,969.63	\$4,969.63
27.0 - N FAIR OAKS AVE - COMMERCIAL AVE SERVICE RD, N TO E WASHINGTON AVE - LUMP SUM	1.00	\$13,209.88	\$13,209.88
28.0 - N WALBRIDGE AVE - MILWAKEE ST TO N END - LUMP SUM	1.00	\$7,435.57	\$7,435.57
29.0 - NAKOOSA TRL - 360 FT W OF COMMERCIAL AVE TO ZIEGLER RD - LUMP SUM	1.00	\$15,962.80	\$15,962.80
30.0 - ONTARIO ST - DENNETT DR TO ROCKWELL DR - LUMP SUM	1.00	\$3,450.28	\$3,450.28
31.0 - PAUS ST - SCHENK ST TO DEMPSEY RD - LUMP SUM	1.00	\$6,818.78	\$6,818.78
32.0 - PRENTICE PL - N THOMPSON DR TO N END - LUMP SUM	1.00	\$2,348.52	\$2,348.52
33.0 - PULLEY DR - 80 FT S OF COMMERCIAL AVE SERVICE DR TO NAKOOSA TRL - LUMP SUM	1.00	\$5,259.00	\$5,259.00
34.0 - REDLAND DR - COMMERCIAL AVE SERVICE RD TO NAKOOSA TRL - LUMP SUM	1.00	\$5,124.80	\$5,124.80
35.0 - RICHARD ST - STARKWEATHER DR TO HARDING ST - LUMP SUM	1.00	\$4,092.83	\$4,092.83
36.0 - RICHARD ST - SCHENK ST TO SILVER RD - LUMP SUM	1.00	\$4,949.56	\$4,949.56
37.0 - ROCKEFELLER LN - KIM LN TO JANA LN - LUMP SUM	1.00	\$3,027.91	\$3,027.91
38.0 - ROCKWELL DR - ONTARIO ST TO BERGEN ST - LUMP SUM	1.00	\$4,735.37	\$4,735.37
39.0 - S STOUGHTON RD SERVICE RD (W) - ALLIS AVE TO PFLAUM RD - LUMP SUM	1.00	\$13,449.45	\$13,449.45
40.0 - SINYKIN CIR - STEIN AVE TO W END - LUMP SUM	1.00	\$3,745.04	\$3,745.04
41.0 - STEIN AVE - LEVINE CT TO SWANTON RD - LUMP SUM	1.00	\$5,879.68	\$5,879.68
42.0 - STEINIES DR - DEMPSEY RD TO BERGEN ST - LUMP SUM	1.00	\$2,920.67	\$2,920.67
43.0 - SUSSEX LN - SCHENK ST TO BUCKINGHAM LN - LUMP SUM	1.00	\$4,065.57	\$4,065.57

CHIP SEALING 2014 - EAST

CONTRACT NO. 7239

DATE: 2/21/14

Scott Construction, Inc.			
Item	Quantity	Price	Extension
44.0 - SWANTON RD - MILAWUKEE ST TO N THOMPSON DR - LUMP SUM	1.00	\$11,443.54	\$11,443.54
45.0 - WALSH RD - COMMERCIAL AVE SERVICE RD TO NAKOOSA TRL - LUMP SUM	1.00	\$6,610.59	\$6,610.59
46.0 - WAYNE ST - 60 FT OF LEON ST TO LEON ST - LUMP SUM	1.00	\$299.56	\$299.56
47.0 - WILSHIRE LN - SCHENK ST TO BUCKINGHAM LN - LUMP SUM	1.00	\$3,792.97	\$3,792.97
48.0 - WITTWER RD - MILWAUKEE ST TO N WALBRIDGE AVE - LUMP SUM	1.00	\$8,438.48	\$8,438.48
49.0 - ZIEGLER RD - COMMERCIAL AVE SERVICE RD TO NAKOOSA TRL - LUMP SUM	1.00	\$5,250.61	\$5,250.61
21041.0 - INLET PROTECTION TYPE D - COMPLETE(UNDISTRIBUTED) - EACH	10.00	\$100.00	\$1,000.00
50.0 - ACACIA LN - 313 FT W OF ADMIRAL DR TO KVAMME LN - LUMP SUM	1.00	\$9,554.84	\$9,554.84
51.0 - DOUGLAS TRL - ALDER RD TO HERRO LN - LUMP SUM	1.00	\$9,922.33	\$9,922.33
52.0 - DOUGLAS TRL - 150 FT W OF MAHER AVE TO CAMDEN RD - LUMP SUM	1.00	\$2,047.61	\$2,047.61
53.0 - DOVER PL - DOUGLAS TRL TO ACACIA LN - LUMP SUM	1.00	\$2,206.23	\$2,206.23
54.0 - EASTLAND WAY - DOUGLAS TRL TO ACACIA LN - LUMP SUM	1.00	\$2,324.55	\$2,324.55
55.0 - KVAMME LN - PFLAUM RD TO TOMPKINS DR - LUMP SUM	1.00	\$5,906.04	\$5,906.04
56.0 - LAMONT LN - LOUDEN LN TO KVAMME LN - LUMP SUM	1.00	\$2,981.78	\$2,981.78
57.0 - LOUDEN LN - DOUGLAS TRL TO ACACIA LN - LUMP SUM	1.00	\$2,545.02	\$2,545.02
58.0 - MAHER AVE - PFLAUM RD TO TOMPKINS DR - LUMP SUM	1.00	\$6,626.66	\$6,626.66
59.0 - TURNER AVE - PFLAUM RD TO BUCKEYE RD - LUMP SUM	1.00	\$21,286.42	\$21,286.42
CONTRACT TOTALS			\$ 337,822.50



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahmey, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Manager
Kathleen M. Cryan

GIS Manager
David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Scott Construction, 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, 2014 through January 31, 2016.

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 hereto 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

Scott Construction, Inc.
COMPANY NAME AFFIX SEAL

11-19-13
DATE

By: 
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

11-18-13
DATE

By: 
SIGNATURE AND TITLE
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-18-13
DATE

Elizabeth Mosca 
AGENT

6609 University Ave
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-644-8668
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.

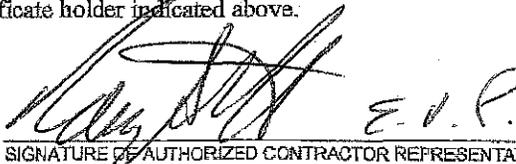
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)
February 1, 2014 through January 31, 2016
NAME OF SURETY
Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR
Scott Construction, 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

11-19-13
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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, 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 **Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA**, all of **Middleton, Wisconsin**, EACH 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 14th day of May, A.D. 2013.

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant 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, deposed 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.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

SECTION H: AGREEMENT

THIS AGREEMENT made this 30 day of April in the year Two Thousand and Fourteen between **SCOTT CONSTRUCTION, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **APRIL 29, 2014**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain 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 contract; 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:

CHIP SEALING 2014 - EAST CONTRACT NO. 7239

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 **THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-TWO AND 50/100 (\$337,822.50)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under 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.

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. The Contractor agrees to interview and consider candidates referred by the Affirmative Action 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 five thousand dollars (\$5,000), 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.)

**CHIP SEALING 2014 - EAST
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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

SCOTT CONSTRUCTION, INC.

[Signature]
Witness
[Signature]
Witness

5-11-14
Date
5-1-14
Date

Company Name
[Signature]
President
[Signature]
Secretary

5-7-14
Date
5-1-14
Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 20th day of May

[Signature]
Mayor

[Signature]
Witness

5-20-14
Date

[Signature]
Witness

[Signature]
City Clerk
5-1-14
Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SCOTT CONSTRUCTION, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-TWO AND 50/100 (\$337,822.50)** 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:

**CHIP SEALING 2014 - EAST
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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 30th day of April, 2014

Countersigned:

[Signature]
Witness
[Signature]
Secretary

SCOTT CONSTRUCTION, INC.
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2530156 for the year 2014, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 30th, 2014
Date

[Signature]
Agent Signature

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, 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 **Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA, all of Middleton, Wisconsin, EACH** 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 14th day of May, A.D. 2013.

ATTEST:

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



Eric D. Barnes

By: _____
*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant 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, deposed 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.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

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 30 day of April, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

SECTION J: PREVAILING WAGE RATES

Not Applicable