

\$1,188,810.43

BID OF SCOTT CONSTRUCTION INC.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CHIP SEALING 2025 - SOUTH

CONTRACT NO. 8795

MUNIS NO. 15415

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 6, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

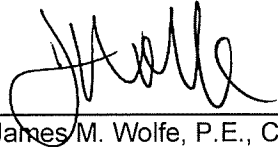
**CHIP SEALING 2025 - SOUTH
CONTRACT NO. 8795**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: sms

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 2025 - SOUTH
CONTRACT NO.:	8795
SBE GOAL	21%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	3/20/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/20/2025
BID SUBMISSION (2:00 P.M.)	3/27/2025
BID OPEN (2:30 P.M.)	3/27/2025
PUBLISHED IN WSJ	3/13/2025 & 3/20/2025

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

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

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

CHIP SEALING 2025 - SOUTH CONTRACT NO. 8795

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract consists of 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 street sweeping shall be the Contractor's responsibility. The city will no longer sweep after the Contractors first sweeping. This WILL require multiple sweepings to clean up ALL the loose aggregate.**

No chip sealing shall occur on Fridays unless approved by the Engineer. All streets shall be swept by Friday night at 7 pm each week.

Any street segment listed in **ARTICLE 608, SHALL** require only the skip line pavement marking removal.

The Contractor shall be required to sweep ALL sealed streets and side streets where tracking may occur outside the limits of chip sealing. ALL loose aggregate left from the chip sealing application shall be the Contractors responsibility. This may require more than one sweeping. If sweeping becomes an issue, the Engineer may halt all sealing operations until the sweeping meets the Engineers satisfaction.

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 105.12 COOPERATION BY THE CONTRACTOR

There may be street art painted on some of the scheduled chip sealed streets. **DO NOT SEAL** over any street art.

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.

If a street is posted with no parking signs and no work has occurred within 4 days of the posting. The Contractor **WILL** be required to remove the no parking posting, restore parking, and repost the street for sealing at a later date.

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.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public and bikes of the start of construction. Message boards are to be placed at the project limits, 2 per street, one for each direction of traffic for the following streets: E BADGER ROAD, JOHN NOLEN DRIVE SERVICE ROAD, NOB HILL ROAD, POST ROAD, W BELTLINE FRONTAGE ROAD AND WAUNONA WAY.

Message boards shall read:

"CHIPSEAL
WORK
BEGINS

Day of Week
Month/Date"

Peak hour restrictions shall apply for the below mentioned streets. Peak hours shall be defined as Monday through Friday between the hours of 7 A.M. and 9 A.M. and 3 P.M. to 6 P.M. Peak

The Contractor shall **only** chip seal one half of the street at a time and use arrow boards to direct traffic when Chip sealing due to bus traffic and traffic volume. The Contractor shall also have several flaggers available and on site when sealing the following streets to assist in the traffic control for the streets shown in the CHIP2025South_MetroBus.pdf plan.

The Contractor shall maintain warning signs for "loose gravel" on ALL streets 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 1, 2025.**

SECTION 109.9 LIQUIDATED DAMAGES

Liquidated damages shall be assessed in accordance with the City of Madison standard specifications.

Additional liquidated damages shall be assessed to the Contractor if the inlet protection is not removed within 7 days of the final sweeping. For every day after the 7 days the inlet protection is not removed the Contractor shall be assessed \$100 in liquidated damages per inlet per day that the inlet protection is not removed.

Additional liquidated damages shall be assessed to the Contractor for each street that is not swept within 2 days (48 hours) of chip sealing the street. For every day after the 2 days (48 hours) each street is not swept in accordance with these specifications, the Contractor shall be assessed \$250 in liquidated damages per street per day.

BID ITEM 21041 INLET PROTECTION, TYPE D – COMPLETE

DESCRIPTION

This item will be required as described below. It is intended for use at low points and enclosed depressions of the road when the chip sealing may occur with rain in the forecast. If there are any questions regarding the inlet protection locations listed please contact the Engineer.

ALL THE INLETS IN THE LOCATIONS SHOWN ON THE CHIP SEAL MAP (ALL INLETS HAVE A GREEN CIRCLE AROUND THEM) ARE REQUIRED TO HAVE BASKET INLETS 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.

SECTION 408.1 MATERIALS FOR PAVEMENT CHIP SEALING

The aggregate for the Chip Seal shall be Class A, Granite, and shall be grey in color or an approved equivalent. The gradation for the material shall conform to the following requirements:

SIEVE SIZE	PERCENT(%) PASSING BY WEIGHT	TOLERANCE %
1/2 inch(12.5 mm)	100	----
3/8 inch(9.5 mm)	100	± 5
1/4 inch(6.3 mm)	100	± 7
No. 4(4.75 mm)	0 - 100	± 7
No. 8(2.36 mm)	0 - 40	± 4
No.16(1.18 mm)	0 - 10	± 4
No. 50(300 µm)	0 - 5	± 4
No. 100(150 µm)	----	± 4
No. 200(75 µm)	0.0 – 1.0	----

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" 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 0.30-0.32 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 or more than 180 degrees Fahrenheit.

The aggregate for the Chip Seal shall be Class A, Granite, and shall be grey in color or an approved equivalent. 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.

	SCREENING (LB/S.Y.)	ASPHALTIC EMULSION (GAL. /S.Y.)
Single Chip Seal	20 TO 22	0.30-0.32

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.

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 Article 210 – EROSION CONTROL of the City of Madison's Standard Specifications and the WDNR Conservation Practice Standards, or as determined necessary by the Construction Engineer. WDNR Conservation Practice Standards referenced in these Standard Specifications are available on-line at http://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Inlet protection shall be installed per WDNR Conservation Practice 1060 - Storm Drain Inlet Protection TYPE C for Construction Sites available on-line at http://dnr.wi.gov/topic/stormWater/documents/StormDrainInletProtectionConstructionSites_1060.pdf

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 required as descried under BID ITEM 21041. All other inlet protection is considered incidental to lump sum bid of chip sealing.

SECTION 408.5 METHOD OF MEASUREMENT

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.

SECTION 408.6 BASIS OF PAYMENT

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.

ARTICLE 608 PAVEMENT MARKINGS

The streets listed below shall require REMOVAL OF ONLY THE SKIP LINES. Removal of the lines shall be measures by the linear foot removed.

ENGELHART DR, GREENWAY CROSS, POST RD, W BADGER RD, W BELTLINE HWY FRONTAGE RD, WAYLAND DR

Epoxy pavement markings will be required as described in the pavement marking plans included in this contract.



**Madison Police Department
Parking Enforcement**
Phone: (608) 266-4622
www.cityofmadison.com/police



City of Madison Parking Utility
215 Martin Luther King Blvd, Suite 100
Madison, WI 53703
Phone: (608) 266-4761
www.cityofmadison.com/parking

Posting for Temporary Parking Restrictions

Instructions

1. Partial & full block postings: signs every 50-60 feet.
Single address postings: signs at the boundaries of your property.
2. Signs **must** be 3-4 feet off the ground, facing oncoming traffic, and perpendicular to the street.
3. Signs should be placed within 3 feet of the curb.
4. **Call (608) 266-4622** (Monday - Friday before 3pm) for signs to be checked.
Signs must be approved 48 hours in advance before enforcement can be taken.
5. Changes to your No Parking signs (dates) **must be updated through Parking Utility** and the signs will need to be rechecked.
6. You are responsible for removing your temporary posting signs and uncovering any signs that were covered.



Things to Remember

1. Signs may not be attached to trees or electrical poles & cannot be blocked by trees, bushes, poles, etc.
2. **Signs must be securely fastened** to the stake & secure in the ground.

Who to Call for Enforcement

If a vehicle is parked in your approved posted area, **contact dispatch at (608) 266-4275.**



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CHIP SEALING 2025 -SOUTH

CONTRACT NO. 8795

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

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

SIGNATURE

Vice President

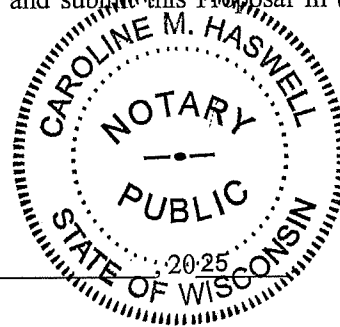
TITLE, IF ANY

Sworn and subscribed to before me this 27th day of March

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 06/19/2027

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



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

Scott Construction, Inc.
P.O. 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.

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

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☐ CEMENT MASON / CONCRETE FINISHER

☐ CEMENT MASON (HEAVY HIGHWAY)

☐ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

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

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

CONTRACT NO. 8795

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:	P.O. Box 340 Lake Delton, WI 53940
Telephone Number:	608-254-2555
Fax Number:	608-254-2249
Contact Person/Title:	Caroline Haswell, Contract Administrator

Prime Bidder Certification

Name:	John A. Scott
Title:	Vice President
Company:	Scott Construction, Inc.

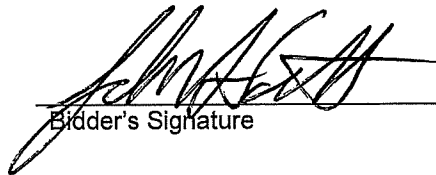
I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature

March 27th, 2025

Date



Bidder's Signature

Small Business Enterprise Compliance Report

Summary Sheet

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
none		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		0.00 %

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
none		%
		%
		%
		%
		%
		0.00 %

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 0.00 %.

CHIP SEALING 2025 - SOUTH

CONTRACT NO. 8795

DATE: 3/27/25

Scott Construction Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
1 - ADELIN CIR:PETRA PL-174 FT SW OF PETRA PL - LUMP SUM	1.00	\$1,231.53	\$1,231.53
2 - ALRITA CT:234 FT E OF FISH HATCHERY RD-FISH HATCHERY RD - LUMP SUM	1.00	\$1,548.21	\$1,548.21
3 - ANDERBERG DR:ENGELHART DR-340 FT S OF ENGELHART DR - LUMP SUM	1.00	\$1,658.80	\$1,658.80
4 - ANN ST:PERRY ST-FISH HATCHERY RD - LUMP SUM	1.00	\$14,960.20	\$14,960.20
5 - APPLGATE CT:APPLGATE RD-835 FT W OF APPLGATE RD - LUMP SUM	1.00	\$6,796.05	\$6,796.05
6 - APPLGATE RD:PERRY ST-GREENWAY CROSS - LUMP SUM	1.00	\$22,191.06	\$22,191.06
7 - ARDMORE DR:KOSTER ST-N RUSK AVE - LUMP SUM	1.00	\$4,820.57	\$4,820.57
8 - ARTESIAN LN:SETTLEMENT DR-ENGELHART DR - LUMP SUM	1.00	\$7,095.98	\$7,095.98
9 - ARTHUR CT:FELL RD-161 FT E OF FELL RD - LUMP SUM	1.00	\$1,542.35	\$1,542.35
10 - BADGER LN:NOB HILL RD-DUNWOODY DR - LUMP SUM	1.00	\$18,324.29	\$18,324.29
11 - BAIRD ST:W WINGRA DR-DANE ST - LUMP SUM	1.00	\$10,611.29	\$10,611.29
12 - BELD ST:KENWARD ST-S PARK ST - LUMP SUM	1.00	\$12,064.00	\$12,064.00
13 - BELD ST STUB:BELD ST-S PARK ST (NB) - LUMP SUM	1.00	\$1,612.72	\$1,612.72
14 - BERRY LN:ESTHER BEACH RD-WOODLEY LN - LUMP SUM	1.00	\$771.17	\$771.17
15 - BOOK CT:FELL RD-178 FT E OF FELL RD - LUMP SUM	1.00	\$1,524.76	\$1,524.76
16 - BRAM ST:KOSTER ST-BELD ST - LUMP SUM	1.00	\$7,405.96	\$7,405.96
17 - BUICK ST:FISHER ST-S PARK ST - LUMP SUM	1.00	\$3,883.10	\$3,883.10
18 - BURDETTE CT:RIMROCK RD-892 FT E OF RIMROCK RD - LUMP SUM	1.00	\$5,887.90	\$5,887.90
19 - BURR OAK LN:S PARK ST-CUL DE SAC - LUMP SUM	1.00	\$6,685.47	\$6,685.47
20 - CATALPA CIR:407 FT NE OF CATALPA RD-CATALPA RD - LUMP SUM	1.00	\$2,768.02	\$2,768.02
21 - CATALPA RD:FISH HATCHERY RD-W BADGER RD - LUMP SUM	1.00	\$7,125.30	\$7,125.30
22 - CENTER ST:FISHER ST-TAFT ST - LUMP SUM	1.00	\$1,407.47	\$1,407.47
23 - CENTER ST:THIRD AVE-BAIRD ST - LUMP SUM	1.00	\$1,306.93	\$1,306.93
24 - COHO ST:766 FT N OF POST RD-POST RD - LUMP SUM	1.00	\$5,775.64	\$5,775.64
25 - COHO ST:W BELTLINE FRONTAGE RD-470 FT S OF LUANN LN - LUMP SUM	1.00	\$8,859.50	\$8,859.50
26 - COYIER LN:BADGER LN-621 FT E OF BADGER LN - LUMP SUM	1.00	\$6,842.97	\$6,842.97
27 - CULMEN ST:E END-FISH HATCHERY RD - LUMP SUM	1.00	\$3,659.41	\$3,659.41
28 - CYPRESS WAY:DANE ST-W BADGER RD - LUMP SUM	1.00	\$10,039.93	\$10,039.93
29 - DAMON RD:EMIL ST-466 FT SW OF EMIL ST - LUMP SUM	1.00	\$2,639.00	\$2,639.00
30 - DANE ST:BAIRD ST-FISHER ST - LUMP SUM	1.00	\$1,246.61	\$1,246.61
31 - DANE ST:TAFT ST-S PARK ST - LUMP SUM	1.00	\$623.31	\$623.31
32 - DANE ST:S PARK ST-CUL DE SAC - LUMP SUM	1.00	\$10,139.62	\$10,139.62
33 - DIVING HAWK TRL:SALEM DR-WARNER ST - LUMP SUM	1.00	\$7,377.47	\$7,377.47
34 - DUNWOODY DR:E BADGER RD-ROCKWOOD DR - LUMP SUM	1.00	\$10,731.93	\$10,731.93
35 - E BADGER RD:RIMROCK RD-BADGER LN - LUMP SUM	1.00	\$8,210.22	\$8,210.22
36 - EMIL ST:FISH HATCHERY RD-1093 FT W OF DAMON RD - LUMP SUM	1.00	\$7,741.07	\$7,741.07
37 - ENGELHART DR:ANDERBERG DR-WAYLAND DR - LUMP SUM	1.00	\$36,491.51	\$36,491.51
38 - ESTHER BEACH RD:WAUNONA WAY-NANA LN - LUMP SUM	1.00	\$4,926.13	\$4,926.13
39 - ETHELWYN RD:WAUNONA WAY-NANA LN - LUMP SUM	1.00	\$4,332.99	\$4,332.99
40 - FAYETTE AVE:WAUNONA WAY-W BROADWAY SERVICE RD - LUMP SUM	1.00	\$4,474.57	\$4,474.57
41 - FELL RD:OCEAN RD-ENGELHART DR - LUMP SUM	1.00	\$12,268.42	\$12,268.42

CHIP SEALING 2025 - SOUTH

CONTRACT NO. 8795

DATE: 3/27/25

Scott Construction Inc.

Item	Quantity	Price	Extension
42 - FIEDLER LN:W BADGER RD-W FIEDLER LN - LUMP SUM	1.00	\$6,368.79	\$6,368.79
43 - FISHER ST:W WINGRA DR-BUICK ST - LUMP SUM	1.00	\$12,435.97	\$12,435.97
44 - FOXWOOD TRL:MOORLAND RD-LORENA PKWY - LUMP SUM	1.00	\$6,903.29	\$6,903.29
45 - FRAZIER AVE:W BROADWAY-WAUNONA WAY - LUMP SUM	1.00	\$7,230.86	\$7,230.86
46 - GERONIMO CIR:ARTESIAN LN-425 FT W OF ARTESIAN LN - LUMP SUM	1.00	\$3,207.85	\$3,207.85
47 - GOLDEN GATE WAY:OCEAN RD-MOORLAND RD - LUMP SUM	1.00	\$4,433.52	\$4,433.52
48 - GREENLEAF DR:WAUNONA WAY-HARRIMAN LN - LUMP SUM	1.00	\$4,462.84	\$4,462.84
49 - GREENWAY CROSS:256 FT E OF LUANN LN-LUANN LN - LUMP SUM	1.00	\$1,945.32	\$1,945.32
50 - GREENWAY CROSS:LATHAM DR-FISH HATCHERY RD - LUMP SUM	1.00	\$9,930.18	\$9,930.18
51 - GULL LN:150 FT N OF OCEAN RD-OCEAN RD - LUMP SUM	1.00	\$879.67	\$879.67
52 - HACKBERRY LN:SEQUOIA TRL-MAGNOLIA LN - LUMP SUM	1.00	\$6,820.35	\$6,820.35
53 - HARRIMAN LN:GREENLEAF DR-WAUNONA WAY - LUMP SUM	1.00	\$7,183.94	\$7,183.94
54 - HOBOKEN RD:WAUNONA WAY-W BROADWAY - LUMP SUM	1.00	\$5,706.10	\$5,706.10
55 - HOLTZMAN RD:BADGER LN-814 FT E OF BADGER LN - LUMP SUM	1.00	\$6,507.86	\$6,507.86
56 - HUGHES PL:S PARK ST-CYPRESS WAY - LUMP SUM	1.00	\$4,691.56	\$4,691.56
57 - INDEX RD:GREENWAY CROSS-232 FT S OF GREENWAY CROSS - LUMP SUM	1.00	\$1,554.92	\$1,554.92
58 - INDUSTRIAL DR:760 FT SE OF ROYAL AVE-ROYAL AVE - LUMP SUM	1.00	\$5,093.69	\$5,093.69
59 - JOHN NOLEN DR SERVICE RD:781 FT NW OF RIMROCK RD-1006 FT SE OF RIMROCK RD - LUMP SUM	1.00	\$13,540.58	\$13,540.58
60 - JONATHON DR:PERRY ST-LATHAM DR - LUMP SUM	1.00	\$10,891.11	\$10,891.11
61 - KENT LN:RIMROCK RD-SALEM DR - LUMP SUM	1.00	\$2,463.07	\$2,463.07
62 - KENWARD ST:BAIRD ST-BELD ST - LUMP SUM	1.00	\$3,367.87	\$3,367.87
63 - KINGSLEY WAY:STEWART ST-WATFORD WAY - LUMP SUM	1.00	\$6,775.95	\$6,775.95
64 - KIOWA CT:SEVEN NATIONS DR-150 FT NE OF SEVEN NATIONS DR - LUMP SUM	1.00	\$1,348.82	\$1,348.82
65 - LAKE FARM RD:MOORLAND RD-LIBBY RD - LUMP SUM	1.00	\$10,720.41	\$10,720.41
66 - LAKE POINT DR:BRIDGE RD-187 FT W OF FAYETTE AVE - LUMP SUM	1.00	\$15,934.53	\$15,934.53
67 - LATHAM DR:APPLEGATE RD-POST RD - LUMP SUM	1.00	\$18,149.62	\$18,149.62
68 - LONE EAGLE DR:MALONEY DR-SETTLEMENT DR - LUMP SUM	1.00	\$4,621.18	\$4,621.18
69 - LONGVIEW LN:MOORLAND RD-S END - LUMP SUM	1.00	\$1,696.50	\$1,696.50
70 - LORENA PKWY:ENGELHART DR-FOXWOOD TRL - LUMP SUM	1.00	\$6,274.96	\$6,274.96
71 - LUANN LN:COHO ST-GREENWAY CROSS - LUMP SUM	1.00	\$7,154.62	\$7,154.62
72 - MAGNOLIA CIR:MAGNOLIA LN-172 FT N OF MAGNOLIA LN - LUMP SUM	1.00	\$1,407.47	\$1,407.47
73 - MAGNOLIA LN:CYPRESS WAY-CATALPA RD - LUMP SUM	1.00	\$8,356.83	\$8,356.83
74 - MALONEY DR:SALEM DR-90 FT W OF SALEM DR - LUMP SUM	1.00	\$586.44	\$586.44
75 - MARCUS CT:FELL RD-178 FT E OF FELL RD - LUMP SUM	1.00	\$1,589.26	\$1,589.26
76 - MISSION CIR:OCEAN RD-371 FT S OF OCEAN RD - LUMP SUM	1.00	\$3,096.43	\$3,096.43
77 - MOORLAND RD:SOUTH TOWNE DR-LAKE FARM RD - LUMP SUM	1.00	\$17,536.78	\$17,536.78
78 - MUNN RD:BADGER LN-E END - LUMP SUM	1.00	\$1,958.31	\$1,958.31
79 - NANA LN:RAYWOOD RD-ETHELWYN RD - LUMP SUM	1.00	\$18,431.11	\$18,431.11
80 - NOB HILL RD:ROYAL AVE-E BADGER RD - LUMP SUM	1.00	\$32,807.38	\$32,807.38
81 - NORTH AVE:S PARK ST-190 FT W OF TAYLOR ST - LUMP SUM	1.00	\$2,228.49	\$2,228.49
82 - NYGARD ST:N RUSK AVE-W END - LUMP SUM	1.00	\$5,068.56	\$5,068.56

CHIP SEALING 2025 - SOUTH

CONTRACT NO. 8795

DATE: 3/27/25

Scott Construction Inc.

Item	Quantity	Price	Extension
83 - OCEAN RD:W END-238 FT E OF GOLDEN GATE WAY - LUMP SUM	1.00	\$10,350.74	\$10,350.74
84 - OLD PARK ST:DANE ST-RIDGEWOOD WAY - LUMP SUM	1.00	\$1,357.20	\$1,357.20
85 - PERRY ST:APPLEGATE RD-STEWART ST - LUMP SUM	1.00	\$12,064.00	\$12,064.00
86 - PERRY ST:W BADGER RD-ANN ST - LUMP SUM	1.00	\$5,981.73	\$5,981.73
87 - PETRA PL:FISH HATCHERY RD-550 FT NE OF ADELINE CIR - LUMP SUM	1.00	\$4,691.56	\$4,691.56
88 - PIKE DR:240 FT E OF TURBOT DR-TRACEWAY DR - LUMP SUM	1.00	\$4,524.00	\$4,524.00
89 - PLAENERT DR:S PARK ST-FISH HATCHERY RD - LUMP SUM	1.00	\$9,441.76	\$9,441.76
90 - POST RD:WATSON AVE-384 FT W OF LATHAM DR - LUMP SUM	1.00	\$32,422.00	\$32,422.00
91 - POST RD:377 FT E OF COHO ST-LEOPOLD WAY - LUMP SUM	1.00	\$24,320.69	\$24,320.69
92 - QUINN CIR:ESTHER BEACH RD-608 FT W OF ESTHER BEACH RD - LUMP SUM	1.00	\$3,565.58	\$3,565.58
93 - RAYWOOD RD:WAUNONA WAY-W BROADWAY - LUMP SUM	1.00	\$7,711.74	\$7,711.74
94 - RIDGEWOOD WAY:S PARK ST-CUL DE SAC - LUMP SUM	1.00	\$13,136.36	\$13,136.36
95 - RIMROCK RD:JOHN NOLEN DR-JOHN NOLEN DR SVC RD - LUMP SUM	1.00	\$1,508.00	\$1,508.00
96 - ROCKWOOD DR:DUNWOODY DR-SEVEN NATIONS DR - LUMP SUM	1.00	\$3,225.44	\$3,225.44
97 - ROLFSMEYER DR:130 FT W OF ALTA DR-332 FT E OF ALTA DR - LUMP SUM	1.00	\$2,697.64	\$2,697.64
98 - ROYAL AVE:EAST END-INDUSTRIAL DR - LUMP SUM	1.00	\$2,932.22	\$2,932.22
99 - SALEM DR:KENT LN-LONE EAGLE DR - LUMP SUM	1.00	\$4,281.04	\$4,281.04
100 - SEQUOIA TRL:CYPRESS WAY-CATALPA RD - LUMP SUM	1.00	\$9,383.11	\$9,383.11
101 - SETTLEMENT DR:DIVING HAWK TRL-ENGELHART DR - LUMP SUM	1.00	\$5,160.71	\$5,160.71
102 - SEVEN NATIONS DR:SALEM DR-DIVING HAWK TRL - LUMP SUM	1.00	\$6,920.04	\$6,920.04
103 - SPEAR CIR:ENGELHART DR-308 FT N OF ENGELHART DR - LUMP SUM	1.00	\$2,169.84	\$2,169.84
104 - STEWART ST:SYENE RD-LATHAM DR - LUMP SUM	1.00	\$17,078.10	\$17,078.10
105 - SUNDSTROM ST:KOSTER ST-NYGARD ST - LUMP SUM	1.00	\$5,575.41	\$5,575.41
106 - SUNFISH CT:TURBOT DR-614 FT E OF TURBOT DR - LUMP SUM	1.00	\$6,725.68	\$6,725.68
107 - SUNNY MEADE LN:N RUSK AVE-SUNDSTROM ST - LUMP SUM	1.00	\$4,251.72	\$4,251.72
108 - SYENE RD:PERRY ST-1079 FT S OF POST RD - LUMP SUM	1.00	\$22,337.25	\$22,337.25
109 - TAFT ST:CENTER ST-BUICK ST - LUMP SUM	1.00	\$4,805.49	\$4,805.49
110 - TAYLOR ST:NORTH AV-DANE ST - LUMP SUM	1.00	\$2,764.67	\$2,764.67
111 - THIRD AVE:BRAM ST-159 FT S OF CENTER ST - LUMP SUM	1.00	\$1,856.10	\$1,856.10
112 - TODD DR:W BADGER RD-W BELTLINE FRONTAGE RD - LUMP SUM	1.00	\$7,997.64	\$7,997.64
113 - TRACEWAY DR:LUANN LN-POST RD - LUMP SUM	1.00	\$12,576.72	\$12,576.72
114 - TURBOT DR:PIKE DR-POST RD - LUMP SUM	1.00	\$8,294.00	\$8,294.00
115 - W BADGER RD:S PARK ST-1387 FT W OF FISH HATCHERY RD - LUMP SUM	1.00	\$7,464.60	\$7,464.60
116 - W BADGER RD:537 FT E OF WHALEN LN-TODD DR - LUMP SUM	1.00	\$11,259.73	\$11,259.73
117 - W BELTLINE HWY FRONTAGE RD:DAMON RD-TODD DR - LUMP SUM	1.00	\$34,558.33	\$34,558.33
118 - W FIEDLER LN:FIEDLER LN-ERIC CIR (PVT) - LUMP SUM	1.00	\$3,141.67	\$3,141.67
119 - W WINGRA DR:BAIRD ST-FISHER ST - LUMP SUM	1.00	\$2,345.78	\$2,345.78
120 - WARD CT:ENGELHART DR-230 FT N OF ENGELHART DR - LUMP SUM	1.00	\$4,691.56	\$4,691.56
121 - WARNER LN:WARNER ST-FELL RD - LUMP SUM	1.00	\$6,099.02	\$6,099.02

CHIP SEALING 2025 - SOUTH

CONTRACT NO. 8795

DATE: 3/27/25

Scott Construction Inc.

Item	Quantity	Price	Extension
122 - WARNER ST:MOORLAND RD-DIVING HAWK TRL - LUMP SUM	1.00	\$8,063.61	\$8,063.61
123 - WATFORD WAY:STEWART ST-POST RD - LUMP SUM	1.00	\$7,623.78	\$7,623.78
124 - WATSON AVE:POST RD-WATFORD WAY - LUMP SUM	1.00	\$13,959.47	\$13,959.47
125 - WAUNONA WAY:1500 FT E OF HOBOKEN RD-353 FT W OF HARRIMAN LN - LUMP SUM	1.00	\$38,529.40	\$38,529.40
126 - WAYLAND DR:MOORLAND RD-ENGELHART DR - LUMP SUM	1.00	\$5,629.87	\$5,629.87
127 - WEBER DR:LAKE POINT DR-HOBOKEN RD - LUMP SUM	1.00	\$5,571.22	\$5,571.22
128 - WHALEN LN:W BADGER RD-W BELTLINE HWY FRONTAGE RD - LUMP SUM	1.00	\$4,798.79	\$4,798.79
129 - WILD OAK CIR:479 FT E OF WEBER DR-WEBER DR - LUMP SUM	1.00	\$3,518.67	\$3,518.67
130 - WOODLEY LN:277 FT N OF WAUNONA WAY-BERRY LN - LUMP SUM	1.00	\$4,524.00	\$4,524.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	84.00	\$171.92	\$14,441.28
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	427.00	\$137.00	\$58,499.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID WHITE - L.F.	16950.00	\$0.38	\$6,441.00
60801 - PAVEMENT MARKING EPOXY, 4-INCH DOUBLE LINE YELLOW - L.F.	14750.00	\$0.77	\$11,357.50
60802 - PAVEMENT MARKING EPOXY, 6-INCH SOLID WHITE - L.F.	34125.00	\$0.49	\$16,721.25
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (2' LINE 6' GAP) - L.F.	295.00	\$1.00	\$295.00
60802 - PAVEMENT MARKING EPOXY, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	2825.00	\$0.71	\$2,005.75
60803 - PAVEMENT MARKING EPOXY, 8-INCH SOLID WHITE - L.F.	665.00	\$0.97	\$645.05
60810 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 8-INCH - L.F.	70.00	\$12.88	\$901.60
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	3250.00	\$10.25	\$33,312.50
60816 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH, CONTINENTAL CROSSWALK - L.F.	1055.00	\$16.00	\$16,880.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	625.00	\$14.03	\$8,768.75
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	5.00	\$214.35	\$1,071.75
60828 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE GUIDE (MAN) - EACH	20.00	\$208.97	\$4,179.40
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	8.00	\$219.80	\$1,758.40
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	10.00	\$267.81	\$2,678.10
60881 - PAVEMENT MARKING REMOVAL, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	350.00	\$1.25	\$437.50
60881 - PAVEMENT MARKING REMOVAL, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	2850.00	\$1.25	\$3,562.50
148 Items	Totals		\$1,188,810.43



Department of Public Works

Engineering Division

James M. Wolfe, P.E. City Engineer

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

Deputy City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Pelykowski, P.E.

Deputy City Engineer

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.
Andrew J. Zwig, P.E.

Financial Manager

Steven B. Danner-Rivers

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 Illinois (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through January 31, 2026.

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

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

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

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

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

PRINCIPAL

Scott Construction Inc.

COMPANY NAME

AFFIX SEAL

December 20, 2023

DATE

By:

SIGNATURE AND TITLE

John A. Scott
John A. Scott,
Vice President

SURETY

Fidelity and Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

December 20, 2023

DATE

By:

SIGNATURE AND TITLE

Jenny L. Hirth
Jenny L. Hirth, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6523593 for the year 2023 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 20, 2023

DATE

AGENT SIGNATURE

740 Regent St, Ste 400

ADDRESS

Madison, WI 53715

CITY, STATE AND ZIP CODE

608-257-3795

TELEPHONE NUMBER

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

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


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

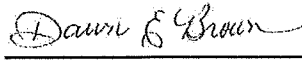
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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



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


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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

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

Genevieve M. Maison

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



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 20th day of December, 2023.



Thomas O. McClellan
Vice President

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

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 15th day of May in the year Two Thousand and Twenty-Five between **SCOTT CONSTRUCTION INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **MAY 6, 2025**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

CHIP SEALING 2025 - SOUTH CONTRACT NO. 8795

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 **ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TEN AND 43/100 (\$1,188,810.43)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

B. Affirmative Action. The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

CHIP SEALING 2025 - SOUTH
CONTRACT NO. 8795

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

Countersigned:

SCOTT CONSTRUCTION INC.

~~Company Name~~

Carl M. Skilled 05/07/25
Witness Date

Witness

Date _____

~~President~~

Date _____

Rachel Buskash
 Witness

05/07/25
 Date

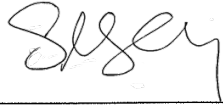
Witness

Date

Secretary

Date _____

CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/15/2025

Date



Acting City Clerk

Michael Haas, Acting City Clerk

05/13/2025

Date

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

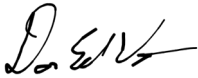


David P. Schmiedicke, Finance Director

05/13/2025

Date

Approved as to form:



for Michael Haas, City Attorney

05/14/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES ~~-25-00276~~, ID No. 87708, adopted by the Common Council of the City of Madison on May 6, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SCOTT CONSTRUCTION INC.** as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TEN AND 43/100 (\$1,188,810.43)** 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.

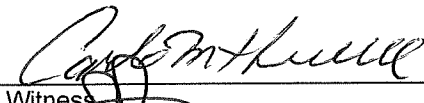
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:


**CHIP SEALING 2025 - SOUTH
CONTRACT NO. 8795**

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 7th day of May, 2025

Countersigned:




Witness


Secretary

SCOTT CONSTRUCTION INC.

Company Name (Principal)



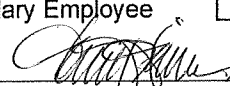
President Seal

Fidelity and Deposit Company of Maryland

Surety Seal

☒ Salary Employee ☐ Commission

By



Jenny L. Hirth, Attorney-in-Fact

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

May 7, 2025
Date

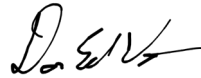


Agent Signature

The foregoing Bond has been approved as to form:

05/14/2025

Date



for City Attorney

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2024.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of May, 2025.



A handwritten signature in blue ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

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

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

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