

PVSH

Contract Routing Form

printed on: 05/17/2022

ROUTING: Routine

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

Project: Chip Sealing 2022 - West

Contract No.: 8689  
Enactment No.: RES-22-00330  
Dollar Amount: 2,514,225.83

File No.: 70877  
Enactment Date: 05/12/2022

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5/17/22	5/17/22
Director of Civil Rights	5/24/22	5/24/22 MG
Risk Manager	5/26/22	5/26/22 ma
Finance Director	5/26/22	5/27/22 JG
City Attorney	5/27/22	5/31/22
Mayor	5/31/22	6/1/22

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

Original + 2 Copies

05/17/2022 13:19:18 enjls - Steve Sonntag 267-1997



Legislation Details (With Text)

**File #:** 70877      **Version:** 1      **Name:** Awarding Public Works Contract No. 8689, Chip Sealing 2022 - West.

**Type:** Resolution      **Status:** Passed

**File created:** 4/11/2022      **In control:** Engineering Division

**On agenda:** 5/10/2022      **Final action:** 5/10/2022

**Enactment date:** 5/13/2022      **Enactment #:** RES-22-00330

**Title:** Awarding Public Works Contract No. 8689, Chip Sealing 2022 - West. (11th & 12th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8689.pdf, 2. 8689 contract.pdf

Date	Ver.	Action By	Action	Result
5/10/2022	1	COMMON COUNCIL	Adopt	Pass
4/20/2022	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
4/11/2022	1	Engineering Division	Refer	

**Fiscal Note**

The proposed resolution authorizes awarding the contract for Chip Sealing 2022 - West at a total estimated cost of \$2,715,360 including contingency. Funding for the project is available in the Pavement Management program (Munis 13179-402-200). No additional appropriation is required.

**Title**

Awarding Public Works Contract No. 8689, Chip Sealing 2022 - West. (11th & 12th AD)

**Body**

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

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

See attached document (Contract No. 8689) for itemization of bids.

*EN- Steve Danner-Rivers*

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8689 CHIP  
SEALING 2022 – WEST

SCOTT CONSTRUCTION INC.

\$2,514,225.83

Acct. No. 13719-402-200: 54410 (91384)  
Contingency 8%+

\$2,514,225.83  
201,134.17

GRAND TOTAL

\$2,715,360.00



### Demographics

**Company Name:** Fidelity and Deposit Company of Maryland  
**SBS Company Number:** 54219634  
**Domicile Type:** Foreign  
**NAIC Group Number:** 212 - ZURICH INS GRP  
**Merger Flag:** No

**NAIC CoCode:** 39306  
**State of Domicile:** Illinois  
**Organization Type:** Stock

**Short Name:**  
**FEIN:** 13-3046577  
**Country of Domicile:** United States  
**Date of Incorporation:** 03/18/1969

### Address

**Business Address**  
 1299 Zurich Way  
 Schaumburg, IL 60196-1056  
 United States

**Mailing Address**  
 1299 Zurich Way  
 Schaumburg, IL 60196-1056  
 United States

**Statutory Home Office Address**  
 1299 Zurich Way  
 Schaumburg, IL 60196-1056  
 United States

**Main Administrative Office Address**  
 1299 Zurich Way  
 Schaumburg, IL 60196-1056  
 United States

### Phone, Email, Website

**Phone**

Type	Number
Toll Free Phone	(800) 382-2150
Business Primary Phone	(847) 413-5048
Business Primary Phone	(847) 605-6000

**Email**

No results found.

**Website**

No results found.

### Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Effective Date:** 12/31/2018  
**Issue Date:** 01/01/1982  
**Articles of Incorporation Received:** No

**Status Reason:**  
**Legacy State ID:** 111700  
**Approval Date:**  
**Article No:**

**Status Date:** 01/01/1982  
**Expiration Date:**  
**File Date:**  
**COA Number:**

### Appointments

Show 10 entries

Showing 251 to 260 of 1285 entries

Filter

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JEFFERY GRIFFITH	321471	321471	Intermediary (Agent) Individual	Property	07/07/2014	01/10/2022	03/15/2023
JEFFERY GRIFFITH	321471	321471	Intermediary (Agent) Individual	Casualty	07/07/2014	01/10/2022	03/15/2023
SUSAN WELSH	821274	821274	Intermediary (Agent) Individual	Property	10/29/2013	01/10/2022	03/15/2023
SUSAN WELSH	821274	821274	Intermediary (Agent) Individual	Casualty	10/29/2013	01/10/2022	03/15/2023
SARAH KEALY	7727874	7727874	Intermediary (Agent) Individual	Casualty	10/14/2009	01/10/2022	03/15/2023
LINDA NIPPER	5451607	5451607	Intermediary (Agent) Individual	Property	03/27/2015	01/10/2022	03/15/2023
LINDA NIPPER	5451607	5451607	Intermediary (Agent) Individual	Casualty	03/27/2015	01/10/2022	03/15/2023
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Property	02/03/2016	01/10/2022	03/15/2023
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	02/03/2016	01/10/2022	03/15/2023
MICHAEL MOORE	7226276	7226276	Intermediary (Agent) Individual	Property	04/21/2005	01/10/2022	03/15/2023

First Previous 24 25 26 27 28 Next Last

### Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI United States County 53717

## Company Merger

No results found.

## Name Change History

Previous Name	New Name	Effective Date
	Fidelity and Deposit Company of Maryland	

\$2,514,225.83  
FILE COPY

BID OF SCOTT CONSTRUCTION INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CHIP SEALING 2022 - WEST

CONTRACT NO. 8689

PROJECT NO. 13719

MUNIS NO. 13719

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 10, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

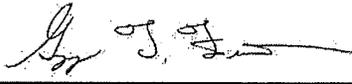
**CHIP SEALING 2022 - WEST  
CONTRACT NO. 8689**

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This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_ on behalf of  
Robert F. Phillips, P.E., City Engineer

RFP: 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 2022 - WEST
CONTRACT NO.:	8689
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/31/2022
BID SUBMISSION (2:00 P.M.)	4/7/2022
BID OPEN (2:30 P.M.)	4/7/2022
PUBLISHED IN WSJ	3/24/2022 & 3/31/2022

**SBE PRE BID MEETING:** Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, [jtorresmeza@cityofmadison.com](mailto:jtorresmeza@cityofmadison.com).

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

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving  
 205  Blasting  
 210  Boring/Pipe Jacking  
 215  Concrete Paving  
 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
 221  Concrete Bases and Other Concrete Work  
 222  Concrete Removal  
 225  Dredging  
 230  Fencing  
 235  Fiber Optic Cable/Conduit Installation  
 240  Grading and Earthwork  
 241  Horizontal Saw Cutting of Sidewalk  
 242  Hydro Excavating  
 243  Infrared Seamless Patching  
 245  Landscaping, Maintenance  
 246  Ecological Restoration  
 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
 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](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### CHIP SEALING 2022 - WEST CONTRACT NO. 8689

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract consists street sweeping and cleaning of all loose material, vegetation and other objectionable material, the protection of inlets and castings and chip sealing. It is the Contractors responsibility to find locations to stockpile all required materials and dispose of all swept and waste material. The stockpiles may not be stored within the City of Madison's street right-of-way. **The 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 and radius 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 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: ODANA ROAD, GLEN DRIVE, MIDTOWN ROAD, N EAU CLARE AVENUE, REGENT STREET, S HIGH POINT ROAD, S SEGOE ROAD AND TOKAY BOULEVARD.

"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 listed below and as shown in the CHIP2022WEST\_MetroBus.pdf plan:

MINERAL POINT ROAD, MIDVALE BOULEVARD, MID TOWN ROAD, N EAU CLAIRE AVENUE, N ROSA ROAD, ODANA ROAD, TOKAY BOULEVARD, REGENT STREET, S SEGOE ROAD, STARR GRASS DRIVE AND WALDORF BOULEVARD.

**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 31, 2022.**

**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 (UNDISTRIBUTED)**

**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 (HIGHLIGHTED IN GREEN) 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](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](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 AND RADIUS LINES. Removal of the lines shall be measures by the linear foot removed.

COMMERCE DRIVE, MANSION HILL AVENUE, MID TOWN ROAD, MIDVALE BOULEVARD, MINERAL POINT ROAD, ODANA ROAD, ROSA ROAD, S HIGH POINT ROAD, SEGOE ROAD, STARR GRASS DRIVE AND WALDORF BOULEVARD.

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

**BID ITEM 90010—EPOXY PAVEMENT MARKING, YIELD LINE**

**DESCRIPTION**

Work under this item shall include the furnishing and application of yield line pavement markings as shown on the plans. The pavement markings shall conform to all aspects of the current edition of the Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 as they pertain to the bid items within this section, except for the measurement of items described in the following section, shall apply.

**METHOD OF MEASUREMENT**

Epoxy Pavement Marking, Yield Line shall be measured by Each 24 inch x 36 inch pavement marking, acceptably installed, as shown on the plan.

**BASIS OF PAYMENT**

Epoxy Pavement Marking, Yield Line shall be measured as described above which shall be full compensation for all work, materials, and incidentals to complete the work as described above.



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

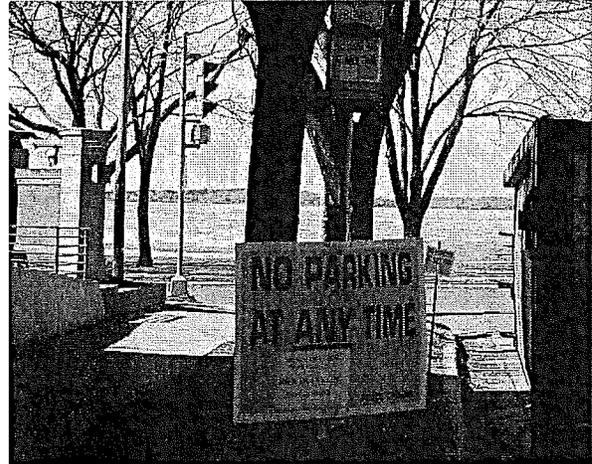


**City of Madison Parking Utility**  
215 Martin Luther King Blvd, Suite 100  
Madison, WI 53703  
Phone: (608) 266-4761  
[www.cityofmadison.com/parking](http://www.cityofmadison.com/parking)

# 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 2022 - West

CONTRACT NO. 8689

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 - 2022 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

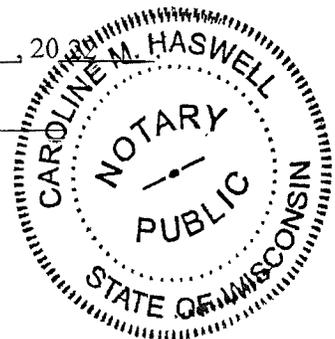
TITLE, IF ANY

Sworn and subscribed to before me this 7th day of April, 2023

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 06/19/23

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



Contract 8689 – Scott Construction Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

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. 8689

Small Business Enterprise Compliance Report

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

Cover Sheet

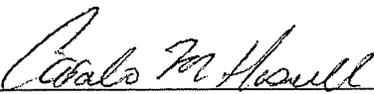
Prime Bidder Information

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

  
\_\_\_\_\_  
Bidder's Signature

04/07/2022  
\_\_\_\_\_  
Date



**CHIP SEALING 2022 - WEST**

CONTRACT NO. 8689  
DATE: 4/7/22

**Scott Construction Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
1 - ANCIENT OAK LN:201 FT E OF SUNDANCE DR-146 FT W OF TALL PINES WAY - LUMP SUM	1.00	\$26,662.27	\$26,662.27
2 - ARBOR MIST PASS:SUGAR MAPLE LN-WINDY PEAK RD - LUMP SUM	1.00	\$3,442.66	\$3,442.66
3 - ASHWORTH DR:HAWKS RIDGE DR-585 FT E OF WOODS RD - LUMP SUM	1.00	\$9,320.81	\$9,320.81
4 - ASHWORTH DR:RAPTOR DR-181 FT W OF RAPTOR DR - LUMP SUM	1.00	\$1,007.16	\$1,007.16
5 - ASHWORTH DR:WOODS RD-188 FT W OF SWAINSON DR - LUMP SUM	1.00	\$3,174.08	\$3,174.08
6 - AUTUMN HILL DR:NELSON CROSSING-FAIRWAY OAKS DR - LUMP SUM	1.00	\$7,054.92	\$7,054.92
7 - BEDNER RD:125 FT N OF RED GRANITE RD-FLAGSTONE DR - LUMP SUM	1.00	\$4,808.21	\$4,808.21
8 - BLACK STONE CIR:SHALE DR-573 FT NW OF SHALE DR - LUMP SUM	1.00	\$4,107.99	\$4,107.99
9 - BLAKTON RD:STARR GRASS DR-MANSION HILL AVE - LUMP SUM	1.00	\$3,705.13	\$3,705.13
10 - BLOOMING LEAF WAY:RUSTLING BIRCH RD-MEANDERING WAY - LUMP SUM	1.00	\$3,497.59	\$3,497.59
11 - BLUE MOON DR:ARBOR MIST PASS-435 FT S OF ARBOR MIST PASS - LUMP SUM	1.00	\$2,213.14	\$2,213.14
12 - BRIAR HAVEN ALLEY:BRIAR HAVEN DR-BRIAR HAVEN - GOLDEN HUE ALLEY - LUMP SUM	1.00	\$7,575.06	\$7,575.06
13 - BRIAR HAVEN DR:577 FT E OF PINE LAWN PKWY-SOUTH POINT RD - LUMP SUM	1.00	\$4,891.92	\$4,891.92
14 - BROADMOOR ST:WALDORF BLVD-MANSION HILL AVE - LUMP SUM	1.00	\$3,900.46	\$3,900.46
15 - BYARS CIR:LOIS LOWRY LN-251 FT N OF LOIS LOWRY LN - LUMP SUM	1.00	\$2,197.44	\$2,197.44
16 - CARNIS DR:RITZ DR-MID TOWN RD - LUMP SUM	1.00	\$5,249.44	\$5,249.44
17 - CEDARBERRY CIR (E):ANCIENT OAK LN-CEDARBERRY CIR (W) - LUMP SUM	1.00	\$1,103.95	\$1,103.95
18 - CEDARBERRY CIR (W):ANCIENT OAK LN-CEDARBERRY CIR (E) - LUMP SUM	1.00	\$1,103.95	\$1,103.95
19 - CHERRY BLOSSOM DR:ANCIENT OAK LN-154 FT S OF LOST PINE TRL - LUMP SUM	1.00	\$4,700.08	\$4,700.08
20 - COLOR PEAK RD:SNOWBERRY LN-PINE HOLLOW PL - LUMP SUM	1.00	\$3,106.94	\$3,106.94
21 - COLOR PEAK RD (E):SILKWOOD TRL-SNOWBERRY LN - LUMP SUM	1.00	\$1,660.29	\$1,660.29
22 - COLOR PEAK RD (W):SILKWOOD TRL-SNOWBERRY LN - LUMP SUM	1.00	\$1,645.46	\$1,645.46
23 - COMMERCE DR:MINERAL POINT RD-WATTS RD - LUMP SUM	1.00	\$27,541.03	\$27,541.03
24 - COPPER LEAF TRL:STARR GRASS DR-DEWBERRY DR - LUMP SUM	1.00	\$2,563.68	\$2,563.68
25 - CROSS OAK DR:FORTUNATE PL-BRIAR HAVEN DR - LUMP SUM	1.00	\$5,796.18	\$5,796.18
26 - DEWBERRY DR:COPPER LEAF TRL-MID TOWN RD - LUMP SUM	1.00	\$15,046.36	\$15,046.36
27 - DOLOMITE LN:MICA RD-TALC TRL - LUMP SUM	1.00	\$5,548.54	\$5,548.54
28 - DREGERS WAY:SILVERSTONE LN-HAWKSTONE WAY - LUMP SUM	1.00	\$5,394.19	\$5,394.19

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Item	Quantity	Price	Extension
29 - EAGLEWOOD DR: RED TAIL DR-192 FT W OF STONEBRIAR DR - LUMP SUM	1.00	\$10,474.46	\$10,474.46
30 - ETHAN CIR: FLAGSTONE DR-300 FT N OF FLAGSTONE DR - LUMP SUM	1.00	\$2,429.39	\$2,429.39
31 - FAIRWAY OAKS DR: WATERBEND DR-PINEVIEW DR - LUMP SUM	1.00	\$3,107.81	\$3,107.81
32 - FEATHER EDGE DR: 515 FT N OF TALONS WAY-83 FT SW OF SOARING SKY RUN - LUMP SUM	1.00	\$5,720.32	\$5,720.32
33 - FLAGSTONE DR: TREVOR WAY-S PLEASANT VIEW RD - LUMP SUM	1.00	\$17,414.71	\$17,414.71
34 - FLEISCHMAN CIR: LOIS LOWRY LN-281 FT N OF LOIS LOWRY LN - LUMP SUM	1.00	\$2,240.17	\$2,240.17
35 - FORTUNATE PL: REDAN DR-CROSS OAK DR - LUMP SUM	1.00	\$3,784.48	\$3,784.48
36 - GANDER CIR: SOARING SKY RUN-309 FT S OF SOARING SKY RUN - LUMP SUM	1.00	\$2,092.80	\$2,092.80
37 - GOLDEN HUE BLVD (NORTH): 688 FT E OF PINE LAWN PKWY-PINE LAWN PKWY - LUMP SUM	1.00	\$3,599.62	\$3,599.62
38 - GOLDEN HUE BLVD (SOUTH): 725 FT E OF PINE LAWN PKWY-PINE LAWN PKWY - LUMP SUM	1.00	\$3,808.90	\$3,808.90
39 - GRASSY HOLLOW DR: 230 FT N OF HILL CREEK DR-HILL CREEK DR - LUMP SUM	1.00	\$1,408.28	\$1,408.28
40 - GREENSIDE CIR: RED TAIL DR-842 FT E OF RED TAIL DR - LUMP SUM	1.00	\$5,085.50	\$5,085.50
41 - HARVEST MOON LN: 147 FT E OF STONE ARBOR TRL-WATTS RD - LUMP SUM	1.00	\$16,402.32	\$16,402.32
42 - HAWKS LANDING CIR: MID TOWN RD-1041 FT N OF MID TOWN RD - LUMP SUM	1.00	\$12,133.44	\$12,133.44
43 - HAWKS RIDGE DR: MID TOWN RD-ASHWORTH DR - LUMP SUM	1.00	\$5,676.72	\$5,676.72
44 - HAWKSTONE WAY: DREGERS WAY-ASHWORTH DR - LUMP SUM	1.00	\$2,511.36	\$2,511.36
45 - HIDDEN HILL DR: HILL CREEK DR-MID TOWN RD - LUMP SUM	1.00	\$11,102.74	\$11,102.74
46 - HILL CREEK DR: RED TAIL DR-HIDDEN HILL DR - LUMP SUM	1.00	\$15,615.78	\$15,615.78
47 - HOLLYBUSH LN: SUNDANCE DR-COLOR PEAK RD (W) - LUMP SUM	1.00	\$3,143.56	\$3,143.56
48 - JEFFY TRL: 124 FT N OF RED GRANITE RD-1005 FT S OF FLAGSTONE DR - LUMP SUM	1.00	\$11,103.18	\$11,103.18
49 - KINGSWOOD CIR: RED TAIL DR-880 FT E OF RED TAIL DR - LUMP SUM	1.00	\$4,796.00	\$4,796.00
50 - LAWN BROOK DR: REDAN DR-RED TAIL DR - LUMP SUM	1.00	\$3,069.44	\$3,069.44
51 - LEGACY LN: SHUMARD DR-MID TOWN RD - LUMP SUM	1.00	\$4,254.49	\$4,254.49
52 - LOIS LOWRY LN: S HIGH POINT RD-349 FT SW OF RASKIN CIR - LUMP SUM	1.00	\$8,671.17	\$8,671.17
53 - LONE OAK LN: VALLEY VIEW RD-EAGLEWOOD DR - LUMP SUM	1.00	\$4,492.54	\$4,492.54
54 - LOST PINE TRL: WINTER FROST PL-369 FT W OF WINTER FROST PL - LUMP SUM	1.00	\$1,878.29	\$1,878.29
55 - LOST PINE TRL: 637 FT E OF CHERRY BLOSSOM DR-SUGAR MAPLE LN - LUMP SUM	1.00	\$6,799.86	\$6,799.86
56 - MANSION HILL AVE: WALDORF BLVD-228 FT NW OF BLAKTON DR - LUMP SUM	1.00	\$9,668.74	\$9,668.74
57 - MAPLECREST DR: ROYAL OAKS DR-PINEVIEW DR - LUMP SUM	1.00	\$4,498.65	\$4,498.65
58 - MARBLE CIR: RED GRANITE RD-346 FT S OF RED GRANITE RD - LUMP SUM	1.00	\$2,801.74	\$2,801.74

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59 - MAYO DR:CARNS DR-127 FT W OF STARR GRASS DR - LUMP SUM	1.00	\$6,995.18	\$6,995.18
60 - MCDOWELL DR:STARR GRASS DR-151 FT W OF STARR GRASS DR - LUMP SUM	1.00	\$830.14	\$830.14
61 - MEANDERING WAY:RUSTLING BIRCH RD-BLOOMING LEAF WAY - LUMP SUM	1.00	\$6,329.85	\$6,329.85
62 - MICA RD:MID TOWN RD-FLAGSTONE DR - LUMP SUM	1.00	\$11,750.20	\$11,750.20
63 - MID TOWN RD:S GAMMON RD-JEFFY TRL - LUMP SUM	1.00	\$34,450.98	\$34,450.98
64 - MID TOWN RD:WATERBEND DR-1182 FT W OF HIDDEN HILL DR - LUMP SUM	1.00	\$51,666.00	\$51,666.00
65 - MOONLIGHT TRL:ANCIENT OAK LN-WINTER FROST PL - LUMP SUM	1.00	\$2,840.98	\$2,840.98
66 - NAYLOR CIR:LOIS LOWRY LN-416 FT N OF LOIS LOWRY LN - LUMP SUM	1.00	\$3,119.14	\$3,119.14
67 - NELSON CROSSING:WATERBEND DR-629 FT W OF AUTUMN HILL DR - LUMP SUM	1.00	\$4,575.38	\$4,575.38
68 - OLD ORCHARD TRL:163 FT E OF TALL PINES WAY-TALL PINES WAY - LUMP SUM	1.00	\$758.64	\$758.64
69 - OVERLOOK RUN:259 FT N OF SILKWOOD TRL-ANCIENT OAK LN - LUMP SUM	1.00	\$4,630.32	\$4,630.32
70 - PINE HILL DR:ANCIENT OAK LN-WINTER FROST PL - LUMP SUM	1.00	\$2,437.24	\$2,437.24
71 - PINE HOLLOW PL:SUNDANCE DR-LONE OAK LN - LUMP SUM	1.00	\$4,970.40	\$4,970.40
72 - PINE LAWN PKWY:SILICON PRAIRIE PKWY-HARVEST MOON LN - LUMP SUM	1.00	\$9,271.98	\$9,271.98
73 - PINEVIEW DR:ROYAL OAKS DR-FAIRWAY OAKS DR - LUMP SUM	1.00	\$3,357.20	\$3,357.20
74 - PRAIRIE HILL CT:PRAIRIE HILL RD-403 FT S OF PRAIRIE HILL RD - LUMP SUM	1.00	\$2,245.40	\$2,245.40
75 - PRAIRIE HILL RD:252 FT E OF PRAIRIE HILL CT-S PLEASANT VIEW RD - LUMP SUM	1.00	\$5,545.92	\$5,545.92
76 - QUARTZ LN:RED GRANITE RD-FLAGSTONE DR - LUMP SUM	1.00	\$6,104.00	\$6,104.00
77 - RAPTOR DR:MID TOWN RD-162 FT S OF ASHWORTH DR - LUMP SUM	1.00	\$5,060.22	\$5,060.22
78 - RASKIN CIR:LOIS LOWRY LN-180 FT S OF LOIS LOWRY LN - LUMP SUM	1.00	\$1,635.87	\$1,635.87
79 - RED GRANITE RD:BEDNER RD-JEFFY TRL - LUMP SUM	1.00	\$1,381.25	\$1,381.25
80 - RED GRANITE RD:149 FT E OF MICA RD-TALC TRL - LUMP SUM	1.00	\$6,494.66	\$6,494.66
81 - RED TAIL DR:EAGLEWOOD DR-MID TOWN RD - LUMP SUM	1.00	\$38,640.06	\$38,640.06
82 - REDAN DR:VALLEY VIEW RD-LAWN BROOK DR - LUMP SUM	1.00	\$19,316.54	\$19,316.54
83 - REFLECTION DR:WEATHERSTONE RD-ANCIENT OAK LN - LUMP SUM	1.00	\$2,977.01	\$2,977.01
84 - RITZ DR:225 FT E OF DEWBERRY DR-WALDORF BLVD - LUMP SUM	1.00	\$5,456.98	\$5,456.98
85 - ROMAN MIST WAY:VISTA MEADOW DR-270 FT S OF HARVEST MOON LN - LUMP SUM	1.00	\$2,500.90	\$2,500.90
86 - ROYAL OAKS DR:WATERBEND DR-MAPLECREST DR - LUMP SUM	1.00	\$5,995.00	\$5,995.00
87 - RUNG WAY:WEATHERSTONE RD-ANCIENT OAK LN - LUMP SUM	1.00	\$2,490.43	\$2,490.43
88 - RUSTLING BIRCH CT:MEANDERING WAY-260 FT E OF MEANDERING WAY - LUMP SUM	1.00	\$2,429.39	\$2,429.39
89 - RUSTLING BIRCH RD:MEANDERING WAY-177 FT E OF SUNSHINE LN - LUMP SUM	1.00	\$7,849.74	\$7,849.74

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90 - RYLANT CIR:LOIS LOWRY LN-176 FT S OF LOIS LOWRY LN - LUMP SUM	1.00	\$1,709.12	\$1,709.12
91 - S HIGH POINT RD:WATTS RD-MID TOWN RD - LUMP SUM	1.00	\$83,852.39	\$83,852.39
92 - S VIEW RD:PRAIRIE HILL RD-239 FT S OF PRAIRIE HILL RD - LUMP SUM	1.00	\$1,114.42	\$1,114.42
93 - SAWTOOTH LN:SHUMARD DR-LEGACY LN - LUMP SUM	1.00	\$3,515.90	\$3,515.90
94 - SHADOW WOOD DR:RED TAIL DR-HIDDEN HILL DR - LUMP SUM	1.00	\$8,613.62	\$8,613.62
95 - SHADY POINT DR:TREETOPS DR-HIDDEN HILL DR - LUMP SUM	1.00	\$9,841.39	\$9,841.39
96 - SHALE DR:150 FT E OF MICA RD-S PLEASANT VIEW RD - LUMP SUM	1.00	\$6,989.08	\$6,989.08
97 - SHINING ROCK TRL:WEATHERSTONE RD-ANCIENT OAK LN - LUMP SUM	1.00	\$2,265.46	\$2,265.46
98 - SHUMARD DR:SAWTOOTH LN-SOUTHERN RIDGE TRL - LUMP SUM	1.00	\$2,547.98	\$2,547.98
99 - SILKWOOD TRL:152 FT E OF SUNDANCE DR-LONE OAK LN - LUMP SUM	1.00	\$7,063.20	\$7,063.20
100 - SILVERSTONE LN:450 FT E OF HAWKS RIDGE DR-WOODS RD - LUMP SUM	1.00	\$16,303.78	\$16,303.78
101 - SNOWBERRY LN:SUNDANCE DR-COLOR PEAK RD - LUMP SUM	1.00	\$2,218.37	\$2,218.37
102 - SOARING SKY RUN:SUGAR MAPLE LN-96 FT NW OF FEATHER EDGE DR - LUMP SUM	1.00	\$7,324.80	\$7,324.80
103 - SOUTHERN RIDGE TRL:SHUMARD DR-MID TOWN RD - LUMP SUM	1.00	\$3,767.04	\$3,767.04
104 - STARR GRASS DR:S HIGH POINT RD-MAYO DR - LUMP SUM	1.00	\$20,875.68	\$20,875.68
105 - STONE ARBOR TRL:HARVEST MOON LN-269 FT S OF HARVEST MOON LN - LUMP SUM	1.00	\$1,323.70	\$1,323.70
106 - STONEBRIAR DR:EAGLEWOOD DR-RED TAIL DR - LUMP SUM	1.00	\$3,824.59	\$3,824.59
107 - SUGAR MAPLE LN:MINERAL POINT RD-WATTS RD - LUMP SUM	1.00	\$24,891.24	\$24,891.24
108 - SUGAR MAPLE LN:VALLEY VIEW RD-HILL CREEK DR - LUMP SUM	1.00	\$14,864.11	\$14,864.11
109 - SUNDANCE DR:VALLEY VIEW RD-PINE HOLLOW PL - LUMP SUM	1.00	\$6,940.25	\$6,940.25
110 - SWAINSON DR:TIERCEL DR-ASHWORTH DR - LUMP SUM	1.00	\$2,935.15	\$2,935.15
111 - TALC TRL:SHALE DR-FLAGSTONE DR - LUMP SUM	1.00	\$9,235.35	\$9,235.35
112 - TALL PINES WAY:VALLEY VIEW RD-ANCIENT OAK LN - LUMP SUM	1.00	\$3,619.67	\$3,619.67
113 - TALONS WAY:SUGAR MAPLE LN-FEATHER EDGE DR - LUMP SUM	1.00	\$5,760.43	\$5,760.43
114 - TIERCEL DR:SWAINSON DR-151 FT W OF RAPTOR DR - LUMP SUM	1.00	\$2,124.19	\$2,124.19
115 - TRADITION AVE:SOUTHERN RIDGE TRL-DEWBERRY DR - LUMP SUM	1.00	\$1,067.33	\$1,067.33
116 - TREETOPS DR:SHADY POINT DR-389 FT W OF SHADY POINT DR - LUMP SUM	1.00	\$1,712.17	\$1,712.17
117 - TREVOR WAY:726 FT N OF FLAGSTONE DR-792 FT S OF FLAGSTONE DR - LUMP SUM	1.00	\$8,716.51	\$8,716.51
118 - TURNWOOD CIR:RED TAIL DR-1254 FT W OF RED TAIL DR - LUMP SUM	1.00	\$6,455.42	\$6,455.42
119 - TWINFLOWER DR:S HIGH POINT RD-DEWBERRY DR - LUMP SUM	1.00	\$6,934.14	\$6,934.14
120 - VISTA MEADOW DR:388 FT E OF ROMAN MIST WAY-PINE LAWN PKWY - LUMP SUM	1.00	\$4,086.19	\$4,086.19

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121 - WALDORF BLVD:625 FT N OF STARR GRASS DR-MID TOWN RD - LUMP SUM	1.00	\$26,732.90	\$26,732.90
122 - WATERBEND DR:S PLEASANT VIEW RD-MID TOWN RD - LUMP SUM	1.00	\$11,294.58	\$11,294.58
123 - WATTS RD:SOUTH POINT RD-138 FT W OF CRIMSON LEAF LN - LUMP SUM	1.00	\$20,910.56	\$20,910.56
124 - WEATHERSTONE RD:LONE OAK LN-118 FT W OF REDAN DR - LUMP SUM	1.00	\$5,755.20	\$5,755.20
125 - WILD PRAIRIE TRL:575 FT E OF CHERRY BLOSSOM DR-CHERRY BLOSSOM DR - LUMP SUM	1.00	\$3,418.24	\$3,418.24
126 - WINDY PEAK RD:ARBOR MIST PASS-400 FT N OF SHADY BIRCH TRL - LUMP SUM	1.00	\$3,485.38	\$3,485.38
127 - WINTER FROST PL:REDAN DR-PINE HILL DR - LUMP SUM	1.00	\$3,882.14	\$3,882.14
128 - WOOD REED DR:STARR GRASS DR-DEWBERRY DR - LUMP SUM	1.00	\$8,246.50	\$8,246.50
129 - YARROW CIR:YELLOWCRESS DR-348 FT N OF YELLOWCRESS DR - LUMP SUM	1.00	\$2,929.92	\$2,929.92
130 - YELLOWCRESS DR:WOOD REED DR-TWINFLOWER DR - LUMP SUM	1.00	\$4,455.92	\$4,455.92
131 - BRIAR HAVEN - BRIAR HAVEN ALLEY:BRIAR HAVEN DR-BRIAR HAVEN DR - LUMP SUM	1.00	\$1,615.38	\$1,615.38
132 - BRIAR HAVEN - CROSS OAK ALLEY:BRIAR HAVEN DR-CROSS OAK DR - LUMP SUM	1.00	\$1,354.65	\$1,354.65
133 - BRIAR HAVEN - GOLDEN HUE ALLEY:BRIAR HAVEN DR-BRIAR HAVEN ALLEY - LUMP SUM	1.00	\$1,638.05	\$1,638.05
134 - BRIAR HAVEN - GOLDEN HUE ALLEY:BRIAR HAVEN ALLEY-GOLDEN HUE BLVD - LUMP SUM	1.00	\$793.52	\$793.52
135 - CROSS OAK - BRIAR HAVEN ALLEY:CROSS OAK DR-BRIAR HAVEN DR - LUMP SUM	1.00	\$306.07	\$306.07
136 - GOLDEN HUE - VISTA MEADOW ALLEY:VISTA MEADOW ALLEY-VISTA MEADOW DR - LUMP SUM	1.00	\$830.36	\$830.36
137 - GOLDEN HUE - VISTA MEADOW ALLEY:GOLDEN HUE BLVD-VISTA MEADOW ALLEY - LUMP SUM	1.00	\$566.80	\$566.80
138 - OVERLOOK RUN ALLEY:OVERLOOK RUN-COLOR PEAK RD - LUMP SUM	1.00	\$1,700.40	\$1,700.40
139 - ROMAN MIST - PINE LAWN ALLEY:VISTA MEADOW - ROMAN MIST ALLEY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$1,643.72	\$1,643.72
140 - RUSTLING BIRCH - MEANDERING ALLEY:RUSTLING BIRCH RD-MEANDERING WAY - LUMP SUM	1.00	\$1,516.19	\$1,516.19
141 - RUSTLING BIRCH - MEANDERING ALLEY:RUSTLING BIRCH RD-MEANDERING WAY - LUMP SUM	1.00	\$872.87	\$872.87
142 - RUSTLING BIRCH - MEANDERING ALLEY:RUSTLING BIRCH RD-MEANDERING WAY - LUMP SUM	1.00	\$1,513.36	\$1,513.36
143 - SILKWOOD TRL ALLEY:SILKWOOD TRL-OVERLOOK RUN - LUMP SUM	1.00	\$1,229.96	\$1,229.96
144 - VISTA MEADOW - PINE LAWN ALLEY:VISTA MEADOW DR-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$2,550.60	\$2,550.60
145 - VISTA MEADOW - PINE LAWN ALLEY:VISTA MEADOW - PINE LAWN ALLEY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$1,927.12	\$1,927.12

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146 - VISTA MEADOW - PINE LAWN ALLEY:VISTA MEADOW - PINE LAWN ALLEY-PINE LAWN PKWY - LUMP SUM	1.00	\$612.14	\$612.14
147 - VISTA MEADOW - ROMAN MIST ALLEY:ROMAN MIST WAY-VISTA MEADOW - ROMAN MIST ALLEY - LUMP SUM	1.00	\$1,343.32	\$1,343.32
148 - VISTA MEADOW - ROMAN MIST ALLEY:VISTA MEADOW - ROMAN MIST ALLEY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$776.52	\$776.52
149 - VISTA MEADOW ALLEY:GOLDEN HUE - VISTA MEADOW ALLEY-VISTA MEADOW DR - LUMP SUM	1.00	\$782.18	\$782.18
150 - WEATHERSTONE RD ALLEY:WEATHERSTONE RD-ANCIENT OAK LN - LUMP SUM	1.00	\$1,621.92	\$1,621.92
151 - AGNES DR:KEATING TER-AMES ST - LUMP SUM	1.00	\$5,249.44	\$5,249.44
152 - AMES ST:S MIDVALE BLVD-HILLTOP DR - LUMP SUM	1.00	\$8,667.68	\$8,667.68
153 - ANTHONY LN:ODANA RD-SOMERSET LN - LUMP SUM	1.00	\$3,564.74	\$3,564.74
154 - ASCOT LN:BERWYN DR-HILTON DR - LUMP SUM	1.00	\$2,720.64	\$2,720.64
155 - ASHLAND CT:MARATHON DR-178 FT SW OF MARATHON DR - LUMP SUM	1.00	\$1,462.34	\$1,462.34
156 - BAYFIELD TER:FOND DU LAC TRL-S EAU CLAIRE AVE - LUMP SUM	1.00	\$12,317.87	\$12,317.87
157 - BIRCH AVE:TOEPFER AVE-HOLLY AVE - LUMP SUM	1.00	\$5,798.80	\$5,798.80
158 - BIRCH CIR:CLIFDEN DR-181 FT NW OF CLIFDEN DR - LUMP SUM	1.00	\$981.00	\$981.00
159 - BLUEBIRD CT:TOKAY BLVD-S END - LUMP SUM	1.00	\$1,621.05	\$1,621.05
160 - BURNETT DR:S WHITNEY WAY-S KENOSHA DR - LUMP SUM	1.00	\$5,005.28	\$5,005.28
161 - CABOT LN:ROLLA LN-VALE CIR - LUMP SUM	1.00	\$4,932.03	\$4,932.03
162 - CALUMET CIR:S KENOSHA DR-202 FT E OF S KENOSHA DR - LUMP SUM	1.00	\$1,928.86	\$1,928.86
163 - CARILLON DR:REGENT ST-SOUTH HILL DR - LUMP SUM	1.00	\$9,949.52	\$9,949.52
164 - CHATHAM TER:S OWEN DR-424 FT S OF TOKAY BLVD - LUMP SUM	1.00	\$3,125.25	\$3,125.25
165 - CHATHAM TER:383 FT N OF ODANA RD-ODANA RD - LUMP SUM	1.00	\$4,126.30	\$4,126.30
166 - CHEYENNE CIR:SOUTH HILL DR-168 FT N OF SOUTH HILL DR - LUMP SUM	1.00	\$1,477.17	\$1,477.17
167 - CHEYENNE TRL:SOUTH HILL DR-MANITOWOC PKWY - LUMP SUM	1.00	\$4,303.32	\$4,303.32
168 - CHRISTOPHER CT:MERLHAM DR-182 FT NW OF MERLHAM DR - LUMP SUM	1.00	\$1,495.48	\$1,495.48
169 - CLIFDEN DR:HOLLY AVE-CAROMAR DR - LUMP SUM	1.00	\$8,179.36	\$8,179.36
170 - CONEY WESTON PL:WEDGEWOOD WAY-MILWARD DR - LUMP SUM	1.00	\$16,053.52	\$16,053.52
171 - CONSTITUTION LN:S SEGOE RD-HOLIDAY DR - LUMP SUM	1.00	\$3,467.07	\$3,467.07
172 - CRITCHELL TER:S OWEN DR-KEATING TER - LUMP SUM	1.00	\$5,566.85	\$5,566.85
173 - DEARHOLT RD:S SEGOE RD-ODANA RD - LUMP SUM	1.00	\$4,883.20	\$4,883.20
174 - DOOR DR:BUFFALO TRL-N WHITNEY WAY - LUMP SUM	1.00	\$7,135.58	\$7,135.58
175 - FAIRWAY DR:DEARHOLT RD-ODANA LN - LUMP SUM	1.00	\$7,758.18	\$7,758.18
176 - FERN CT:GLEN DR-TOEPFER AVE - LUMP SUM	1.00	\$2,929.92	\$2,929.92
177 - FOND DU LAC TRL:LAFAYETTE DR-BAYFIELD TER - LUMP SUM	1.00	\$13,831.66	\$13,831.66
178 - FREDERICK CIR:FREDERICK LN-524 FT E OF FREDERICK LN - LUMP SUM	1.00	\$4,516.96	\$4,516.96
179 - GATELY TER:S OWEN DR-TOKAY BLVD - LUMP SUM	1.00	\$5,627.89	\$5,627.89
180 - GLEN DR:GLENWAY ST-TOKAY BLVD - LUMP SUM	1.00	\$10,934.88	\$10,934.88

**CHIP SEALING 2022 - WEST**

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DATE: 4/7/22

**Scott Construction Inc.**

Item	Quantity	Price	Extension
181 - GLEN HWY:TESLA TER-OLD MIDDLETON RD - LUMP SUM	1.00	\$7,905.55	\$7,905.55
182 - GREGG RD:HILLCREST DR-ORCHARD DR - LUMP SUM	1.00	\$6,234.80	\$6,234.80
183 - GROTON LN:BERWYN DR-HILTON DR - LUMP SUM	1.00	\$6,529.54	\$6,529.54
184 - HERRICK LN:LEEDS ST-ODELL ST - LUMP SUM	1.00	\$7,355.32	\$7,355.32
185 - HILLTOP DR:MINERAL POINT RD-ODANA RD - LUMP SUM	1.00	\$22,683.99	\$22,683.99
186 - HILTON DR:ASCOT CT-S SEGOE RD - LUMP SUM	1.00	\$9,771.63	\$9,771.63
187 - HOLIDAY DR:HILLTOP DR-DEARHOLT RD - LUMP SUM	1.00	\$13,721.79	\$13,721.79
188 - HOLLY AVE:MINERAL POINT RD-PAUNACK AVE - LUMP SUM	1.00	\$2,066.64	\$2,066.64
189 - JUNEAU RD:S EAU CLAIRE AVE-MARATHON DR - LUMP SUM	1.00	\$10,517.19	\$10,517.19
190 - KEATING TER:CAROMAR DR-S SEGOE RD - LUMP SUM	1.00	\$12,344.90	\$12,344.90
191 - KEWAUNEE CT:LA CROSSE LN-290 FT E OF LA CROSSE LN - LUMP SUM	1.00	\$2,319.52	\$2,319.52
192 - LA CROSSE LN:SOUTH HILL DR-S EAU CLAIRE AVE - LUMP SUM	1.00	\$9,735.88	\$9,735.88
193 - LAFAYETTE DR:REGENT ST-WAUKESHA ST - LUMP SUM	1.00	\$10,401.22	\$10,401.22
194 - LANGLADE LN:REGENT ST-FOND DU LAC TRL - LUMP SUM	1.00	\$1,806.78	\$1,806.78
195 - LAUB LN:BERWYN DR-HILTON DR - LUMP SUM	1.00	\$2,913.35	\$2,913.35
196 - LEEDS ST:WAKEFIELD ST-TRAVIS TER - LUMP SUM	1.00	\$981.00	\$981.00
197 - LEEDS ST:HERRICK LN-ODANA RD - LUMP SUM	1.00	\$784.80	\$784.80
198 - MANITOWOC PKWY:CHEYENNE TRL-MARINETTE TRL - LUMP SUM	1.00	\$12,177.48	\$12,177.48
199 - MANOR CROSS:S SEGOE RD-171 FT W OF RUSHMORE LN - LUMP SUM	1.00	\$3,854.24	\$3,854.24
200 - MARATHON DR:S SEGOE RD-S WHITNEY WAY - LUMP SUM	1.00	\$23,238.80	\$23,238.80
201 - MARINETTE TRL:MARATHON DR-MANITOWOC PKWY - LUMP SUM	1.00	\$9,967.83	\$9,967.83
202 - MERLHAM DR:S MIDVALE BLVD-HILLCREST DR - LUMP SUM	1.00	\$10,678.51	\$10,678.51
203 - MILWARD DR:WEDGEWOOD WAY-CONEY WESTON PL - LUMP SUM	1.00	\$13,709.58	\$13,709.58
204 - MINEAU PKY:MINERAL POINT RD-TOCORA LN - LUMP SUM	1.00	\$5,310.48	\$5,310.48
205 - MINERAL POINT RD:HILLCREST DR-S WHITNEY WAY - LUMP SUM	1.00	\$50,138.91	\$50,138.91
206 - N EAU CLAIRE AVE:REGENT ST-OLD MIDDLETON RD - LUMP SUM	1.00	\$15,719.54	\$15,719.54
207 - N KENOSHA DR:REGENT ST-GLEN HWY - LUMP SUM	1.00	\$8,393.00	\$8,393.00
208 - N KENOSHA DR:REGENT ST-OAK CREST AVE - LUMP SUM	1.00	\$4,248.38	\$4,248.38
209 - N ROSA RD:REGENT ST-OLD MIDDLETON RD - LUMP SUM	1.00	\$19,729.87	\$19,729.87
210 - OAK CREST PL:359 FT E OF OAK CREST AVE-OAK CREST AVE - LUMP SUM	1.00	\$2,354.40	\$2,354.40
211 - OCONTO CT:S SEGOE RD-S END - LUMP SUM	1.00	\$1,434.00	\$1,434.00
212 - ODANA LN:179 FT NE OF ODANA LN-ODANA LN - LUMP SUM	1.00	\$1,098.72	\$1,098.72
213 - ODANA LN:ODANA RD-309 FT SW OF FAIRWAY DR - LUMP SUM	1.00	\$4,455.92	\$4,455.92
214 - ODANA RD:ONEIDA PL-ORCHARD DR - LUMP SUM	1.00	\$39,872.20	\$39,872.20
215 - ODELL ST:WAKEFIELD ST-ODANA RD - LUMP SUM	1.00	\$6,152.83	\$6,152.83
216 - ORCHARD DR:GREGG RD-ODANA RD - LUMP SUM	1.00	\$28,664.38	\$28,664.38
217 - PARK LN:ST CLAIR ST-TOKAY BLVD - LUMP SUM	1.00	\$4,785.54	\$4,785.54
218 - PAUNACK AVE:GLENWAY ST-HOLLY AVE - LUMP SUM	1.00	\$10,535.50	\$10,535.50
219 - PEPIN PL:SOUTH HILL DR-MARINETTE TRL - LUMP SUM	1.00	\$7,849.74	\$7,849.74
220 - PHILLIP LN:BERWYN DR-HILTON DR - LUMP SUM	1.00	\$2,709.30	\$2,709.30
221 - PIPER DR:AMES ST-SHERWOOD RD - LUMP SUM	1.00	\$11,744.10	\$11,744.10

**CHIP SEALING 2022 - WEST**

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DATE: 4/7/22

<b>Scott Construction Inc.</b>			
Item	Quantity	Price	Extension
222 - PRESIDENTIAL LN:MINERAL POINT RD-MANOR CROSS - LUMP SUM	1.00	\$13,245.68	\$13,245.68
223 - RACINE RD:SOUTH HILL DR-MINERAL POINT RD - LUMP SUM	1.00	\$5,554.64	\$5,554.64
224 - REGENT ST:S MIDVALE BLVD-N SEGOE RD - LUMP SUM	1.00	\$6,294.10	\$6,294.10
225 - REGENT ST:S SEGOE RD-S WHITNEY WAY - LUMP SUM	1.00	\$30,214.80	\$30,214.80
226 - RICHLAND LN:WAUKESHA ST-S SEGOE RD - LUMP SUM	1.00	\$6,387.84	\$6,387.84
227 - ROBIN CIR:ORCHARD DR-232 FT E OF ORCHARD DR - LUMP SUM	1.00	\$1,700.40	\$1,700.40
228 - ROBIN PKWY:GREGG RD-MINERAL POINT RD - LUMP SUM	1.00	\$4,150.72	\$4,150.72
229 - ROLLA LN:ANTHONY LN-CABOT LN - LUMP SUM	1.00	\$10,846.81	\$10,846.81
230 - RUSHMORE LN:PRESIDENTIAL LN-S END - LUMP SUM	1.00	\$13,336.80	\$13,336.80
231 - S EAU CLAIRE AVE:REGENT ST-JUNEAU RD - LUMP SUM	1.00	\$9,864.06	\$9,864.06
232 - S KENOSHA DR:REGENT ST-SOUTH HILL DR - LUMP SUM	1.00	\$8,118.32	\$8,118.32
233 - S KENOSHA DR:REGENT ST-SOUTH HILL DR - LUMP SUM	1.00	\$5,646.20	\$5,646.20
234 - S MIDVALE BLVD:MINERAL POINT RD-YUMA DR - LUMP SUM	1.00	\$70,919.76	\$70,919.76
235 - S OWEN DR:KEATING TER-CAROMAR DR - LUMP SUM	1.00	\$11,286.30	\$11,286.30
236 - S ROSA RD:REGENT ST-MINERAL POINT RD - LUMP SUM	1.00	\$19,620.00	\$19,620.00
237 - S SEGOE RD:REGENT ST-ODANA RD - LUMP SUM	1.00	\$68,720.14	\$68,720.14
238 - SHAWANO TER:RACINE RD-1109 FT W OF RACINE RD - LUMP SUM	1.00	\$9,253.66	\$9,253.66
239 - SHAWANO TER:1109 FT W OF RACINE RD-MARINETTE TRL - LUMP SUM	1.00	\$2,484.33	\$2,484.33
240 - SHERWOOD RD:PIPER DR-DEARHOLT RD - LUMP SUM	1.00	\$15,565.20	\$15,565.20
241 - SOMERSET LN:ANTHONY LN-CABOT LN - LUMP SUM	1.00	\$10,163.16	\$10,163.16
242 - SOUTH HILL DR:S SEGOE RD-S ROSA RD - LUMP SUM	1.00	\$30,040.40	\$30,040.40
243 - ST CLAIR ST:TOEPFER AVE-GATELY TER - LUMP SUM	1.00	\$8,576.12	\$8,576.12
244 - ST CROIX LN:S SEGOE RD-GREGG RD - LUMP SUM	1.00	\$1,541.70	\$1,541.70
245 - STADIUM DR:TREMPEALEAU TRL-S ROSA RD - LUMP SUM	1.00	\$3,540.32	\$3,540.32
246 - TOCORA LN:S SEGOE RD-WEST END - LUMP SUM	1.00	\$11,243.57	\$11,243.57
247 - TOGSTAD GLENN:KEATING TER-TOKAY BLVD - LUMP SUM	1.00	\$11,902.80	\$11,902.80
248 - TOKAY BLVD:GLEN DR-TOEPFER AVE - LUMP SUM	1.00	\$697.60	\$697.60
249 - TOKAY BLVD:S MIDVALE BLVD-S SEGOE RD - LUMP SUM	1.00	\$30,534.82	\$30,534.82
250 - TRAVIS TER:LEEDS ST-ODELL ST - LUMP SUM	1.00	\$7,575.06	\$7,575.06
251 - TREMPEALEAU TRL:S KENOSHA DR-SOUTH HILL DR - LUMP SUM	1.00	\$10,358.49	\$10,358.49
252 - VALE CIR:400 FT E OF CABOT LN-CABOT LN - LUMP SUM	1.00	\$3,662.40	\$3,662.40
253 - VARSITY HILL:TREMPEALEAU TRL-S ROSA RD - LUMP SUM	1.00	\$6,104.00	\$6,104.00
254 - WAITE CIR:650 FT E OF S MIDVALE BLVD-S MIDVALE BLVD - LUMP SUM	1.00	\$3,684.20	\$3,684.20
255 - WAITE LN:S MIDVALE BLVD-CABOT LN - LUMP SUM	1.00	\$8,350.27	\$8,350.27
256 - WAKEFIELD ST:LEEDS ST-ODELL ST - LUMP SUM	1.00	\$7,575.06	\$7,575.06
257 - WALWORTH CT:SOUTH HILL DR-469 FT S OF SOUTH HILL DR - LUMP SUM	1.00	\$3,179.75	\$3,179.75
258 - WAUKESHA ST:S SEGOE RD-LA CROSSE LN - LUMP SUM	1.00	\$15,256.51	\$15,256.51
259 - WAUPACA CT:WAUKESHA ST-208 FT NW OF WAUKESHA ST - LUMP SUM	1.00	\$1,794.58	\$1,794.58
260 - WAUSHARA CIR:BAYFIELD TER-214 FT E OF BAYFIELD TER - LUMP SUM	1.00	\$1,727.43	\$1,727.43
261 - WEDGEWOOD WAY:S SEGOE RD-MILWARD DR - LUMP SUM	1.00	\$14,170.00	\$14,170.00
262 - WESTMORLAND BLVD:MINERAL POINT RD-ST CLAIR ST - LUMP SUM	1.00	\$13,575.30	\$13,575.30

**CHIP SEALING 2022 - WEST**

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**Scott Construction Inc.**

Item	Quantity	Price	Extension
263 - WINNEMAC AVE:WESTMORLAND BLVD-HOLLY AVE - LUMP SUM	1.00	\$9,510.25	\$9,510.25
264 - WOODBURN DR:HILLTOP DR-CONSTITUTION LN - LUMP SUM	1.00	\$2,709.30	\$2,709.30
265 - WOODS END:S MIDVALE BLVD-W END - LUMP SUM	1.00	\$13,679.06	\$13,679.06
266 - WOODSIDE TER:KEATING TER-TOKAY BLVD - LUMP SUM	1.00	\$2,267.20	\$2,267.20
267 - YORK ST:HERRICK LN-ODANA RD - LUMP SUM	1.00	\$12,098.13	\$12,098.13
268 - BELIN ST:GLEN HWY-N ROSA RD - LUMP SUM	1.00	\$2,503.51	\$2,503.51
269 - FROSTY LN:MERRILL CREST DR-OAK CREST AVE - LUMP SUM	1.00	\$2,616.00	\$2,616.00
270 - GETTLE AVE:OLD MIDDLETON RD-N ROSA RD - LUMP SUM	1.00	\$7,257.66	\$7,257.66
271 - HILLDALE CT:SHAW CT-GETTLE AVE - LUMP SUM	1.00	\$3,933.59	\$3,933.59
272 - N ROCK RD:REGENT ST-N KENOSHA DR - LUMP SUM	1.00	\$1,883.52	\$1,883.52
273 - PARK WAY:OAK CREST AVE-N ROSA RD - LUMP SUM	1.00	\$10,409.50	\$10,409.50
274 - SHAW CT:MERRILL CREST DR-PARK WAY - LUMP SUM	1.00	\$5,690.89	\$5,690.89
275 - TEMPLE CT:OAK CREST AVE-PARK WAY - LUMP SUM	1.00	\$2,158.20	\$2,158.20
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	84.00	\$85.00	\$7,140.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	1245.00	\$20.00	\$24,900.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID WHITE - L.F.	30125.00	\$0.64	\$19,280.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID YELLOW - L.F.	4525.00	\$0.64	\$2,896.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH YELLOW SKIPS, (10' LINE, 30' GAP) - L.F.	850.00	\$0.64	\$544.00
60801 - PAVEMENT MARKING EPOXY, 4-INCH DOUBLE LINE YELLOW - L.F.	3975.00	\$1.20	\$4,770.00
60802 - PAVEMENT MARKING EPOXY, 6-INCH SOLID WHITE - L.F.	35695.00	\$0.79	\$28,199.05
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (2' Line, 6' GAP) - L.F.	350.00	\$0.79	\$276.50
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	6750.00	\$0.79	\$5,332.50
60802 - PAVEMENT MARKING EPOXY, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	510.00	\$0.79	\$402.90
60803 - PAVEMENT MARKING EPOXY, 8-INCH SOLID WHITE - L.F.	1780.00	\$1.25	\$2,225.00
60803 - PAVEMENT MARKING EPOXY, 8-INCH WHITE SKIPS, (2' Line, 6' GAP) - L.F.	310.00	\$1.25	\$387.50
60803 - PAVEMENT MARKING EPOXY, 8-INCH WHITE SKIPS, (5' Line, 5' GAP) - L.F.	1745.00	\$1.25	\$2,181.25
60809 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 6-INCH - L.F.	1855.00	\$5.00	\$9,275.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	10150.00	\$9.00	\$91,350.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	2800.00	\$10.00	\$28,000.00
60816 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH, CONTINENTAL CROSSWALK - L.F.	1620.00	\$11.50	\$18,630.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	2125.00	\$12.00	\$25,500.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	1.00	\$210.00	\$210.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE GUIDE (MAN) - EACH	49.00	\$100.00	\$4,900.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE WITH ARROW - EACH	3.00	\$210.00	\$630.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	12.00	\$220.00	\$2,640.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	5.00	\$220.00	\$1,100.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	4.00	\$230.00	\$920.00

**CHIP SEALING 2022 - WEST**

CONTRACT NO. 8689

DATE: 4/7/22

<b>Scott Construction Inc.</b>			
Item	Quantity	Price	Extension
60835 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	3.00	\$825.00	\$2,475.00
90010 - PAVEMENT MARKING EPOXY, YIELD LINE - EACH	20.00	\$50.00	\$1,000.00
60880 - PAVEMENT MARKING REMOVAL, 4-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	1000.00	\$0.65	\$650.00
60880 - PAVEMENT MARKING REMOVAL, DIAGONAL, 4-INCH - L.F.	1650.00	\$1.25	\$2,062.50
60881 - PAVEMENT MARKING REMOVAL, 6-INCH WHITE SKIPS, (2' LINE, 6' GAP) - L.F.	1425.00	\$0.80	\$1,140.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	9850.00	\$0.80	\$7,880.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	2510.00	\$0.80	\$2,008.00
60882 - PAVEMENT MARKING REMOVAL, 8-INCH WHITE SKIPS, (2' LINE 6' GAP) - L.F.	410.00	\$1.00	\$410.00
60882 - PAVEMENT MARKING REMOVAL, 8-INCH WHITE SKIPS, (5' LINE 5' GAP) - L.F.	2510.00	\$1.00	\$2,510.00
308 Items	Totals		\$2,514,225.83



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. 1-4-2022  
COMPANY NAME AFFIX SEAL DATE

By:   
SIGNATURE AND TITLE Vice President

**SURETY**

Fidelity and Deposit Company of Maryland 1-4-2022  
COMPANY NAME AFFIX SEAL DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

1-4-2022  
DATE

  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
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 **Judith A. WALKER, Elizabeth MOSCA, David ZENOBI, Patrick A. MCKENNA, Brooke L. PARKER, Kathryn A. WEIDNER, Jay A. ZAHN** of Madison, Wisconsin, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of March, A.D. 2021.



**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 03rd day of March, A.D. 2021, 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.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://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 4th day of January, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
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  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## SECTION H: AGREEMENT

THIS AGREEMENT made this 11th day of May in the year Two Thousand and Twenty-Two between SCOTT CONSTRUCTION INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 10, 2022, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### CHIP SEALING 2022 - WEST CONTRACT NO. 8689

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 TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND TWO HUNDRED TWENTY-FIVE AND 83/100 (\$2,514,225.83) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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

**CHIP SEALING 2022 - WEST  
CONTRACT NO. 8689**

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

Countersigned:

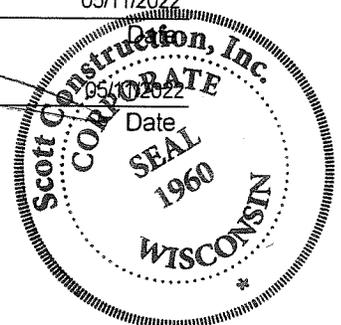
*Carol McHale* 05/11/2022  
Witness Date

*[Signature]* 05/11/2022  
Witness Date

SCOTT CONSTRUCTION INC.  
Company Name

*[Signature]* 05/11/2022  
President *John A. Scott*

*[Signature]* 05/11/2022  
Secretary *Steven T. Heiser*



CITY OF MADISON, WISCONSIN

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

Approved as to form:

*[Signature]* 5/27/2022  
Finance Director Date

*[Signature]* 6/1/22  
Witness Date

*[Signature]* 5/17/22  
Witness Date

*[Signature]* 5/31/22  
City Attorney Date

*[Signature]* 6/1/22  
Mayor Date

*[Signature]* for *Marietta Witzel-Schl* 5/17/22  
City Clerk Date

**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 **TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND TWO HUNDRED TWENTY-FIVE AND 83/100 (\$2,514,225.83)** 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 2022 - WEST  
CONTRACT NO. 8689**

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 11th day of May, 2022

Countersigned:

*Carl McFarland*  
Witness  
*[Signature]*  
Secretary *Steven T. Heiser*

**SCOTT CONSTRUCTION INC.**  
Company Name (Principal)  
*[Signature]*  
President *John A. Scott* Seal

Approved as to form:

*Michael Haas*  
City Attorney

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 11, 2022  
Date

*[Signature]*  
Agent Signature

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of 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 **Judith A. WALKER, Elizabeth MOSCA, David ZENOBI, Patrick A. MCKENNA, Brooke L. PARKER, Kathryn A. WEIDNER, Jay A. ZAHN of Madison, Wisconsin, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 03rd day of March, A.D. 2021.



**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 03rd day of March, A.D. 2021, 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, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**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 11th day of May, 2022.



By: Brian M. Hodges  
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  
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