



AMENDED PUBLIC WORKS MEETING AGENDA

March 12, 2024 at 6:10 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
 - a. February 13, 2024
3. **Discussion and action relating to payment application #6 from Gerke Excavating**
 - a. in the amount of \$69,793.40.
4. **Discussion and action relating to 2024 Street Repair bids**
 - a. Fahrner bid of \$81,658.00
 - b. Scott Construction bid of \$104,663.79
5. **Discussion and action relating to Century Traffic epoxy markings bid**
 - a. in the amount of \$111,650.00
6. **Public Works Director Report**
7. **Adjourn**

NOTICE:

It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Nicole Lyddy (608) 747-2706.

Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676



PUBLIC WORKS COMMITTEE MINUTES

February 13, 2024 at 5:50 PM

303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call-** The Public Works Committee met in a regular session on Tuesday, February 13, 2024. Rick Noe called the meeting to order at 5:50 pm. Members present were Donna McGinley, Jim Allaby, and Rick Noe. Also present were Mayor Dennis Nielsen, City Administrator Daron Haugh, Director of Public Works Rob Nelson, and Deputy Clerk Nicole Lyddy.
2. **Minutes-** Motion made by Allaby, Seconded by McGinley to approve minutes of January 23, 2024. Motion carried.
3. **Springtime tree planting-** Motion made by McGinley, Seconded by Allaby to recommend to the council to approve the springtime tree planting on Water Street and the Memorial Tree at the Fire Station. Motion carried.
4. **Director of Public Works Report-** Nelson mentioned that with the rise in temperatures, the street sweeper has been deployed, and the team has been addressing street light repairs. Moreover, the City has reverted to conducting two clean-up sessions annually, scheduled for April and October.
5. **Adjourn-** Motion made by McGinley, Seconded by Noe to adjourn. Motion carried. The meeting adjourned at 5:58 pm.

Committee Chair

Date

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 61155

Section 3, Item a.

To Owner: City of Mauston
303 Mansion St

Mauston, WI 53948-1329

Project: 21142-00 2021 Ensich Street Project, C
Mauston

Application No.: 6

Distribution to:

Owner

Architect

Contractor

Period To:

From Contractor: Gerke Excavating, Inc
15341 State Hwy 131
Tomah, WI 54660

Via Architect: Makepeace Engineering

Project Nos:

Contract For: 2021 Ensich Street Project

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,419,878.12
2. Net Change By Change Order	-\$24,010.89
3. Contract Sum To Date	\$1,395,867.23
4. Total Completed and Stored To Date	\$1,395,867.23
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,395,867.23
7. Less Previous Certificates For Payments	\$1,326,073.83
8. Current Payment Due	\$69,793.40
9. Balance To Finish, Plus Retainage	\$0.00

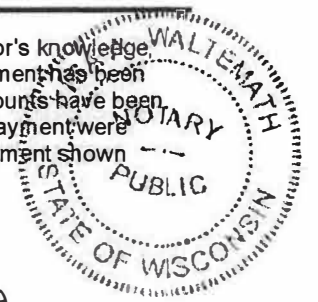
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gerke Excavating, Inc

By: Scott U. Hood Date: 1-12-2022

State of: WI
Subscribed and sworn to before me this
Notary Public: [Signature]
My Commission expires: 10/20/25

County of: Monroe
day of January, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 69,793.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: [Signature] Date: 2-29-2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$50,288.66	\$74,299.55
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$50,288.66	\$74,299.55
Net Changes By Change Order	-\$24,010.89	

CONTINUATION SHEET

Application and Certification for Payment, containing
 Contractor's signed certification is attached
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
Application Date : 01/12/23
To:
Architect's Project No.:

Invoice # : 61155 **Contract :** 21142-00 2021 Enschede Street Project, C Mauston

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
1	Material Testing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	
2	Concrete Quality Control	918.00	918.00	0.00	0.00	918.00	100.00%	0.00	
3	Traffic Control	3,255.00	3,255.00	0.00	0.00	3,255.00	100.00%	0.00	
4	Erosion Control (Silt Fence)	7,506.53	7,506.53	0.00	0.00	7,506.53	100.00%	0.00	
5	Inlet Protection Type D	845.00	845.00	0.00	0.00	845.00	100.00%	0.00	
6	Remove Salvage & Relocate Existing Street Signs	1,012.53	1,012.53	0.00	0.00	1,012.53	100.00%	0.00	
7	Clearing & Grubbing	3,868.05	3,868.05	0.00	0.00	3,868.05	100.00%	0.00	
8	Strip & Stockpile Topsoil	5,446.69	5,446.69	0.00	0.00	5,446.69	100.00%	0.00	
9	Excavation Common Drainage Ditch	14,963.21	14,963.21	0.00	0.00	14,963.21	100.00%	0.00	
10	EBS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
11	Backfill Granular	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
12	Imported Topsoil	14,289.75	14,289.75	0.00	0.00	14,289.75	100.00%	0.00	
13	Erosion Mat Class I Type A	3,080.00	3,080.00	0.00	0.00	3,080.00	100.00%	0.00	
14	Drainage Ditch Flexamat	83,804.00	83,804.00	0.00	0.00	83,804.00	100.00%	0.00	
15	Placing Topsoil Seeding & Fertilizing	4,705.54	4,705.54	0.00	0.00	4,705.54	100.00%	0.00	
16	Placing Topsoil Hydro Seeding & Hydro Mulching	14,751.45	14,751.45	0.00	0.00	14,751.45	100.00%	0.00	
17	Mobilization Bonds & Insurance	24,690.46	24,690.46	0.00	0.00	24,690.46	100.00%	0.00	
18	Density Testing Trench & Roadway	847.90	847.90	0.00	0.00	847.90	100.00%	0.00	
19	Utility Crossing	26,014.80	26,014.80	0.00	0.00	26,014.80	100.00%	0.00	
20	Restore Landscaped Area to Original Condition	2,179.20	2,179.20	0.00	0.00	2,179.20	100.00%	0.00	
21	Adjusting Sanitary Manholes	1,751.28	1,751.28	0.00	0.00	1,751.28	100.00%	0.00	
22	Adjust Existing Forcemain	2,208.40	2,208.40	0.00	0.00	2,208.40	100.00%	0.00	
23	Removing Pipe (12" Water Pipe)	8,329.33	8,329.33	0.00	0.00	8,329.33	100.00%	0.00	
24	Remove & Salvage Hydrant	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
25	EBS	578.55	578.55	0.00	0.00	578.55	100.00%	0.00	
26	Water Distribution Ductile Iron 12"	120,051.36	120,051.36	0.00	0.00	120,051.36	100.00%	0.00	
27	Water Distribution Ductile Iron 10"	1,725.84	1,725.84	0.00	0.00	1,725.84	100.00%	0.00	
28	Water Distribution Ductile Iron 6"	322.26	322.26	0.00	0.00	322.26	100.00%	0.00	
29	Gate Valve 12"	29,418.12	29,418.12	0.00	0.00	29,418.12	100.00%	0.00	
30	Gate Valve 10"	2,583.32	2,583.32	0.00	0.00	2,583.32	100.00%	0.00	
31	Gate Valve 6"	6,297.40	6,297.40	0.00	0.00	6,297.40	100.00%	0.00	
32	Hydrant	20,622.36	20,622.36	0.00	0.00	20,622.36	100.00%	0.00	

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To:
Architect's Project No.:

Invoice # : 61155 **Contract :** 21142-00 2021 Enschede Street Project, C Mauston

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
33	Water Distribution Ductile Iron 6" Hydrant Lead	4,741.58	4,741.58	0.00	0.00	4,741.58	100.00%	0.00	
34	Watermain Fittings	25,044.72	25,044.72	0.00	0.00	25,044.72	100.00%	0.00	
35	Water Distribution Main Reconnect	5,212.65	5,212.65	0.00	0.00	5,212.65	100.00%	0.00	
36	Water Distribution Lateral Reconnect	3,827.68	3,827.68	0.00	0.00	3,827.68	100.00%	0.00	
37	Styrofoam 4"	1,612.80	1,612.80	0.00	0.00	1,612.80	100.00%	0.00	
38	Existing Hydrant Replace Nozzle with Storz	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
39	Removing Storm Manholes	1,193.84	1,193.84	0.00	0.00	1,193.84	100.00%	0.00	
40	Removing Catch Basins	4,226.46	4,226.46	0.00	0.00	4,226.46	100.00%	0.00	
41	Removing Pipe (Storm Pipe)	24,461.50	24,461.50	0.00	0.00	24,461.50	100.00%	0.00	
42	EBS	578.55	578.55	0.00	0.00	578.55	100.00%	0.00	
43	Rip-Rap Medium	3,112.80	3,112.80	0.00	0.00	3,112.80	100.00%	0.00	
44	Geotextile Fabric Type HR	263.90	263.90	0.00	0.00	263.90	100.00%	0.00	
45	Culvert Pipe HDPE 42"	64,754.10	64,754.10	0.00	0.00	64,754.10	100.00%	0.00	
46	Culvert Pipe HDPE 30"	90,083.56	90,083.56	0.00	0.00	90,083.56	100.00%	0.00	
47	Culvert Pipe HPPP 24"	3,365.36	3,365.36	0.00	0.00	3,365.36	100.00%	0.00	
48	Culvert Pipe HPPP 18"	7,044.56	7,044.56	0.00	0.00	7,044.56	100.00%	0.00	
49	Culvert Pipe HPPP 15"	13,821.05	13,821.05	0.00	0.00	13,821.05	100.00%	0.00	
50	Culvert Pipe HPPP 12"	5,037.66	5,037.66	0.00	0.00	5,037.66	100.00%	0.00	
51	Storm Manholes 8-Ft Diameter	22,332.93	22,332.93	0.00	0.00	22,332.93	100.00%	0.00	
52	Storm Manholes 6-Ft Diameter	8,732.46	8,732.46	0.00	0.00	8,732.46	100.00%	0.00	
53	10'x5' Storm Box Manhole	23,221.00	23,221.00	0.00	0.00	23,221.00	100.00%	0.00	
54	Connect Storm Sewer	3,571.68	3,571.68	0.00	0.00	3,571.68	100.00%	0.00	
55	Connect Existing Drain Lines to New Inlets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
56	Connect Existing Drain Lines to New Storm Sewer	953.24	953.24	0.00	0.00	953.24	100.00%	0.00	
57	Connect to Existing Drain Line	804.06	804.06	0.00	0.00	804.06	100.00%	0.00	
58	Apron Endwalls for Culvert Pipe Steel 42'	1,979.65	1,979.65	0.00	0.00	1,979.65	100.00%	0.00	
59	36" Nyloplast Storm Inlet w/ Frame	29,916.00	29,916.00	0.00	0.00	29,916.00	100.00%	0.00	
60	24" Nyloplast Basin w/ Frame	45,445.54	45,445.54	0.00	0.00	45,445.54	100.00%	0.00	
61	Tracking Pads	1,528.06	1,528.06	0.00	0.00	1,528.06	100.00%	0.00	
62	Remove & Salvage Concrete Pavement	285.18	285.18	0.00	0.00	285.18	100.00%	0.00	

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A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
63	Remove & Salvage Asphalt Pavement	2,717.94	2,717.94	0.00	0.00	2,717.94	100.00%	0.00	
64	Pulverizing Construction	9,339.12	9,339.12	0.00	0.00	9,339.12	100.00%	0.00	
65	Removing Curb & Gutter	6,106.70	6,106.70	0.00	0.00	6,106.70	100.00%	0.00	
66	Excavation Common Roadway	93,015.38	93,015.38	0.00	0.00	93,015.38	100.00%	0.00	
67	EBS	51.40	51.40	0.00	0.00	51.40	100.00%	0.00	
68	Geogrid	28,523.52	28,523.52	0.00	0.00	28,523.52	100.00%	0.00	
69	Breaker Run	134,023.59	134,023.59	0.00	0.00	134,023.59	100.00%	0.00	
70	Base Aggregate Dense 1-1/4"	77,413.68	77,413.68	0.00	0.00	77,413.68	100.00%	0.00	
71	WMA Pavement	166,300.35	166,300.35	0.00	0.00	166,300.35	100.00%	0.00	
72	Tack Coat	1,315.00	1,315.00	0.00	0.00	1,315.00	100.00%	0.00	
73	Geotextile Fabric Type SAS	12,479.04	12,479.04	0.00	0.00	12,479.04	100.00%	0.00	
74	Saw Asphalt or Concrete	2,382.25	2,382.25	0.00	0.00	2,382.25	100.00%	0.00	
75	Concrete Pavement	1,597.32	1,597.32	0.00	0.00	1,597.32	100.00%	0.00	
76	24" Concrete Curb & Gutter	47,307.60	47,307.60	0.00	0.00	47,307.60	100.00%	0.00	
CCO 1	Change Order 1-8" Ductile Iron Pipe	4,138.80	4,138.80	0.00	0.00	4,138.80	100.00%	0.00	
CCO 2	Change Order 2-8" Valve	1,982.04	1,982.04	0.00	0.00	1,982.04	100.00%	0.00	
CCO 5	Change Order 5-2" Copper	2,954.60	2,954.60	0.00	0.00	2,954.60	100.00%	0.00	
Grand Totals		1,395,867.23	1,395,867.23	0.00	0.00	1,395,867.23	100.00%	0.00	0.00

PROPOSAL / CONTRACT

Job. No. _____



Pavement Maintenance Contractors

EOE, including disability / vets

Date: March 04, 2024

Section 4, Item a.

CORPORATE OFFICE

2800 Mecca Drive • Plover, WI 54467
phone 715.341.2868 • toll-free 800.332.3360
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914
phone 920.759.1008 • fax 920.759.1019

8615 US Highway 12 W • Eau Claire, WI 54703
phone 715.874.6070 • fax 715.874.6717

914 Commercial Court • Onalaska, WI 54650
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
phone 989.752.9200 • fax 989.752.9205

Contact Name: Rob Nelson	Contract Price: \$81,658.00
PURCHASER: City of Mauston	TELEPHONE: (608) 847-4070
ADDRESS: 303 Mansion St. Mauston, WI. 53948	DESCRIPTION OF PROPERTY: City of Mauston 1260 North Road Mauston, WI. 53948

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

PROJECT: Street Repair 2024

Thoroughly clean the existing surface with a self propelled broom. Apply 340 degree PG58-28 5% oil by full-width spray distributor. Apply cover aggregate and spread uniformly over surface with full-width self propelled chip spreader. Roll with pneumatic-tired roller.

Price includes pot hole patching as needed.

Re-Stripe with 1 coat of latex traffic paint.

NOTE: The Asphalt Pavement is beyond Crack Sealing.

APPLICATION: Double Seal.

LIQUID ASPHALT: PG58-28 W 5% cutback.

AGGREGATE: 3/8" Washed Fractured Granite Chip.

Project: # 1: E. Milwaukee St. City Shop Parking Lots. Mill St. Maughs St.

Post sweeping of excess Chip Aggregate to be done by others.

Chip Sealing, Pavement Marking. Total Cost: \$81,658.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 10 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$81,658.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC:Cell: (715) 828-7219
Fred.Brown@fahrnerasphalt.com

Fred Brown

(PRINT OR TYPE NAME)

By: [Signature]
(CONTRACTOR REPRESENTATIVE)

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

(PRINT OR TYPE NAME)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: March 04, 2024

Date of acceptance: _____

TERMS AND CONDITIONS

Section 4, Item a.

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

SCOTT

CONSTRUCTION, INC.

Section 4, Item b.

ASPHALT SURFACING SINCE 1926

ROADS • STREETS • HIGHWAYS • DRIVEWAYS • PARKING LOTS
www.scottconstruct.com Ph. 608-254-2555 In WI: 800-843-1556 Fax: 608-254-2249
560 MUNROE AVE., P.O. BOX 340 LAKE DELTON, WI 53940

Submitted To:	"An Equal Opportunity Employer."	Contract:	Proposal/Date:
CITY OF MAUSTON		C/O ROB NELSON	
JUNEAU COUNTY		PUBLIC WORKS DIRECTOR	S0290507
1260 NORTH ROAD		- -	3/4/2024
MAUSTON, WI 53948		prevailing wage determination number:	None Provided

Asphaltic Chip Seal Surfacing for Pavement Maintenance and Preservation

Includes men and equipment to sign work zone and thoroughly clean existing pavement with a combination self-propelled power broom/mechanical blower, furnish cold mix patch material and pot hole hand patch prior to chip seal surfacing.

Polymer-Modified Liquid Asphalt blended at a State of Wisconsin and AASHTO certified liquid asphalt production facility: furnished, heated to 180 degrees F and applied in a single pass up to 24 feet wide.

Scott Construction Inc. to furnish, load, haul and place cover aggregate, in a single pass up to 24 feet wide, using a self-propelled chip spreader and compact using a rubber tire and/or combination rubber tire/steel wheel self-propelled roller.

E. MILWAUKEE ST. - DIVISION TO TERMINAL – APPROX. (826 FT X 29 FT – 30 FT)

DOUBLE CHIP SEAL USING DARK GRANITE CHIP INCLUDING ALL CRACK FILLING PRIOR TO CHIP SEALING AND ANY PAINT MARKINGS BEING REPLACED AFTER COMPLETION. TOTAL = \$17,629.17

CITY SHOP PARKING AREAS ON NORTH RD. - ALL PARKING AREAS AROUND DPW SHOP

DOUBLE CHIP SEAL USING DARK GRANITE CHIP INCLUDING ALL CRACK FILLING PRIOR TO CHIP SEALING AND ANY PAINT MARKINGS BEING REPLACED AFTER COMPLETION. TOTAL = \$41,519.96

MILL ST. - LACROSSE ST. TO WATER ST. - APPROX. (713 X 30 FT – 33 FT)

DOUBLE CHIP SEAL USING DARK GRANITE CHIP, INCLUDING ALL CRACK FILLING PRIOR TO CHIP SEALING AND ANY PAINT MARKINGS BEING REPLACED AFTER COMPLETION. TOTAL = \$14,788.20

MAUGHS ST. - WATER ST. TO TERMINAL – APPROX. (1,516 FT X 32 FT – 34 FT)

DOUBLE CHIP SEAL USING DARK GRANITE CHIP, INCLUDING ALL CRACK FILLING PRIOR TO CHIP SEALING AND ANY PAINT MARKINGS BEING REPLACED AFTER COMPLETION. TOTAL = \$30,726.46

GRAND TOTAL FOR ALL PROJECTS = \$104,663.79

ONE YEAR WARRANTY ON ALL MATERIAL AND LABOR FROM DATE COMPLETED.

ALL WORK TO BE COMPLETED PRIOR TO OCTOBER 1ST 2024

ALL WORK WILL BE PERFORMED TO MEET OR EXCEED THE CITY OF MAUSTONS SPECIFICATIONS

If SCI determines the scope and/or quantity of work to be performed under contract differs from this proposal, SCI retains the right to price adjust prior to commencement of the work.

Payment Terms: Net 30

NOTE: This proposal may be withdrawn by us if not accepted within 30 days from issue date.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Customer Signature(s): _____

SCI Representative Signature:  _____ Steve Bezemek



P.O. Box 727
Pewaukee, WI 53072-0727
Phone: 262-547-3331
Fax: 262-691-3487
Toll Free: 1-800-558-0507

Project Name: Epoxy Markings - Mauston	Bid Number:
Project Location: Multiple Roads, Juneau County, WI	Bid Date: 3/13/2024

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pavement Markings, Epoxy	1.00	LS	\$111,650.00	\$111,650.00
			Total Bid Price:	<u>\$111,650.00</u>

Notes:

- This proposal remains valid for 30 days. If the proposal is not accepted and returned within 30 days Century Traffic LLC reserves the right to modify this proposal.

<p>ACCEPTED: The above prices, specifications, and conditions, including the terms and conditions set forth on www.centurytraffic.com are incorporated by reference, are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Century Traffic</p> <p>Authorized Signature: <i>Jason Voelker</i></p> <p>Estimator: Jason Voelker (262) 993-3350 jvoelker@centurytraffic.com</p>
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