

CLASSIFICATION: Urgent Rush

Contract Routing Form

printed on: 05/24/2019

Contract between: Zenith Tech, Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: South Park Street Concrete Pavement Repairs - 2019

Contract No.: 8307
Enactment No.: RES-19-00404
Dollar Amount: 2,164,198.22

File No.: 55625
Enactment Date: 05/30/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5/24/19	5/24/19
Director of Civil Rights	5/24/19	5/31/19
Risk Manager	5.31.19	5.31.19 mcr
Finance Director	5.31.19	5/31/19 mcr
City Attorney	6-3-19	6-3-2019
Mayor	6.3.19	6.3.19

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

Original + 2 Copies

05/24/2019 12:38:44 enjls - Steve Sonntag - 267-1997

Dis Rights: OK (N/A) / Problem - Hold
 Prev Wage: AA / Agency (No)
 Contract Value: See above
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant (PW) / Goal / Loan / Agrmt



City of Madison

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

Master

File Number: 55625

File ID: 55625	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 04/26/2019
File Name: Awarding Public Works Contract No. 8307, South Park Street Concrete Pavement Repairs - 2019.		Final Action: 05/21/2019
Title: Awarding Public Works Contract No. 8307, South Park Street Concrete Pavement Repairs - 2019. (13th AD)		

Notes: Steve S.

Code Sections:

CC Agenda Date: 05/21/2019

Indexes:

Agenda Number: 19.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 05/31/2019

Attachments: Contract 8307.pdf

Enactment Number: RES-19-00404

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date: 05/30/2019

Approval History

Version	Date	Approver	Action
1		Travis J. Martin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	04/26/2019	Refer	BOARD OF PUBLIC WORKS	05/08/2019	05/08/2019	
1	BOARD OF PUBLIC WORKS	05/08/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

SPR

1	COMMON COUNCIL	05/21/2019	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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Text of Legislative File 55625

Fiscal Note

The proposed resolution awards the contract for the South Park Street concrete pavement repairs for a total cost of \$2,337,340. Funding is provided with GO Borrowing and associated utility components as amended in the 2019 capital budget for the South Park Street pavement repair project (MUNIS 11132).

Title

Awarding Public Works Contract No. 8307, South Park Street Concrete Pavement Repairs - 2019. (13th 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. 8307) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8307
SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019

ZENITH TECH, INC.

\$2,164,198.22

Acct. No. 11132-402-170:54410 (91396)	\$2,083,413.64
Contingency 8%±	<u>166,676.36</u>
Sub-Total	\$2,250,090.00

Acct. No. 11132-402-174:54445 (91345)	\$80,784.58
Contingency 8%±	<u>6,465.42</u>
Sub-Total	\$87,250.00

GRAND TOTAL	<u>\$2,337,340.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Continental Casualty Company	NAIC CoCode: 20443	Short Name:
SBS Company Number: 54218368	State of Domicile: Illinois	FEIN: 36-2114545
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 218 - CNA INS GRP		Date of Incorporation: 06/30/1897
Merger Flag: No		

Address

Business Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Mailing Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Statutory Home Office Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Main Administrative Office Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States
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Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(312) 822-5000</td> </tr> <tr> <td>Toll Free Phone</td> <td>(877) 262-2727</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(312) 822-5000	Toll Free Phone	(877) 262-2727	No results found.	No results found.
Type	Number							
Business Primary Phone	(312) 822-5000							
Toll Free Phone	(877) 262-2727							

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 01/01/1898
Status: Active	Legacy State ID: 110434	Expiration Date:
Effective Date: 01/01/1898	Approval Date:	File Date:
Issue Date: 01/01/1898	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show 10 entries Showing 1 to 2 of 2938 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Casualty	02/26/1992	02/27/2019	03/15/2020
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Property	02/26/1992	02/27/2019	03/15/2020

First Previous **1** Next Last

Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1898
Automobile	Automobile	01/01/1898
Credit Insurance	Credit Insurance	01/01/1898
Disability Insurance	Disability Insurance	01/01/1898
Fidelity Insurance	Fidelity Insurance	01/01/1898
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1898
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1898
Miscellaneous	Miscellaneous	01/01/1898
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1898
Surety Insurance	Surety Insurance	01/01/1898

First Previous **1** 2 Next Last

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

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Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Continental Casualty Company	

\$2,164,198.22
FILE

BID OF ZENITH TECH, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019

CONTRACT NO. 8307

PROJECT NO. 11132

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 21, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019
CONTRACT NO. 8307**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: 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:	SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019
CONTRACT NO.:	8307
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	APRIL 19, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 18 2019
BID SUBMISSION (2:00 P.M.)	APRIL 25, 2019
BID OPEN (2:30 P.M.)	APRIL 25, 2019
PUBLISHED IN WSJ	APRIL 11 & APRIL 18, 2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019 CONTRACT NO. 8307

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 \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, concrete pavement removal, concrete joint repairs, curb and gutter, base preparation, concrete pavement, asphalt pavement and sidewalk.

The project limits for the work are 2 separate section of concrete repairs. The south section is S. Park Street from W. Badger Rd. to the Railroad Crossing and the North section is S. Park St. from 100 feet south of W. Olin Ave to W. Washington Ave.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items may increase or decrease based on what is encountered in the field.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities, pavements, and any other structures or amenities that are to remain. No trees are to be removed or shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

Coordination with City Traffic Engineering

Any electrical items that get removed during the concrete pavement repairs will be re-installed and/or relocated by City Traffic Engineering. The Contractor shall provide time and space within the traffic control phases of the project for Traffic Engineering crews to complete this work, and prior to Traffic Engineering arriving on site, the contractor shall remove the curb, sidewalk, pavement or other items necessary for the installation of Traffic Engineering facilities. Contact Troy Vant (395-1975) a minimum of 72 hours prior to removal of any Traffic Engineering items, and a minimum of 1 week prior to phasing switches that will include installation of Traffic Engineering facilities.

City Traffic Engineering crews will also be replacing traffic signal loops in the base course prior to placement of final pavement at signalized intersections included with this project. The Contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Tom Bodenstein, 266-4767), 72 hours prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial properties at all times. There are a number of businesses that rely on access to parking lots for patrons and deliveries. This also includes a gas station that will require access for fuel trucks.

Coordination with Utilities

This project will require close coordination with private utility companies. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with utilities for structure adjustments.

Madison Metropolitan Sewerage District (MMSD) will be replacing their 24" diameter gravity sewer with a 36" diameter gravity sewer on Haywood Drive from North Wingra Drive to West Shore Drive. The project is anticipated to be completed by the end of June. Please coordinate with The MMSD project Engineer, Jen Hurlbaeus, P.E. at 608-222-1201 Ext. 248 or JenH@madsewer.org

There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies.

Madison Gas & Electric (Gas)

Holly Powell at (608) 252-7214 or hpowell@mg.com

Madison Gas & Electric (Electric)

Mark Bohm at (608) 252- 4730 or mbohms@mge.com

AT&T

Carol Anason at (608) 252-2385 or ca2624@att.com

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

In general, pave one northbound (NB) lane of South Park Street at a time. From 7:00 a.m. to 9:00 a.m., two thru NB travel lanes shall be open. Parking may be removed and the east curb lane may be used as a travel lane during peak hours.

For lane closure purposes, the project will be divided into three main sections. Work and lane closure may only take place in one of these three sections at a time:

1. West Badger Road north to Railroad Tracks
2. Olin Avenue to West Lakeside Street
3. West Lakeside Street to West Washington Avenue

Concerts on the Square Restrictions:

In addition to the normal morning, peak-hour restrictions, on Concerts on the Square days, open two NB lanes from West Lakeside Street to Drake Street and three lanes from Drake Street to West Washington Avenue from 3:30 p.m. to 7:00 p.m. Concerts on the Square days are the six Wednesdays (or Thursday if delayed due to weather) from June 26 thru July 31.

Minor Side Street Closures:

The following minor side streets may be closed for four days for concrete work and curing times. Do not close adjacent intersection simultaneously (from south to north):

- Hughes Place
- Buick Street (Dane Street must be open when Buick Street is closed)
- Ridgewood Way
- Dane Street (Buick Street must be open when Dane Street is closed)
- Beld Street (south entrance)
- Beld Street / Burr Oak Lane
- North Avenue
- Emerson Street
- Haywood Drive
- Delaplaine Court
- Emerald Street

Major Side Streets:

The major side streets have special requirements for lane closure times and traffic control phasing as described below (south to north):

- West Badger Road intersection (area within crosswalks) **Weekend work only**
 - Use a 12-hour concrete mix and pour this intersection in quadrants (four separate nights) to maintain turning movements at the intersection
- Olin Avenue intersection **Weekend work only**
 - Use a 12-hour concrete mix on the eastbound lane of Olin Avenue in order to maintain left turns from SB Park Street to EB Olin Avenue at all times except during this overnight, 12-hour timeframe. When EB Olin is closed overnight, turning movements from Park Street to EB Lakeside Street shall be open.
 - The two westbound lanes of Olin Avenue shall be paved separately in order to maintain westbound traffic on Olin Avenue at all times.
- West Lakeside Street intersection—**Friday after 9:00 a.m. or Weekend work only**
 - Use a 12-hour concrete mix on the westbound lane of Lakeside Street in order to maintain right turns from WB Lakeside Street to NB Park Street at all times except for the 12-hour timeframe.
- Erin Street
 - Maintain left turns from NB Park Street to WB Erin Street at all times for hospital traffic.
- 400 Block of S Park Street (Drake Street to West Washington Avenue)

- Use a 48-hour concrete mix. Make repairs on Fridays after 9:00 a.m. to open by 7:00 a.m. the following Monday. All three lanes shall be open in this block at all other times.
- West Washington Avenue intersection (within crosswalks)
 - Use a 12-hour concrete mix. Make repairs on two separate Saturdays to open on the following Sundays. Eastbound thru traffic from Vilas Avenue may be closed during this time.

Submit a Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Alter traffic control from the provided Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. Install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. Conform all signing and barricading to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install type A low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install type C low intensity steady-burn lights on all barrels used in tapers as shown on the traffic control plan.

Maintain emergency vehicle access at all times.

Backfill, plate or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

Coordination with City Traffic Engineering

Any traffic signal detector loops that are damaged during the concrete pavement repairs will be re-installed and/or relocated by City Traffic Engineering. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Tom Bodenstein, 266-4767), 48 hours prior to final paving. Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

Metro Transit Bus Stops

Metro bus stops will need to be relocated during some phases of work. Coordinate bus stop relocation with Tim Sobota, Metro Transit, (608) 261-4289, tsobota@cityofmadison.com at least five days prior to moving the bus stop. Provide space to shift bus stops north or south to maintain access to the bus stops at all times. After proper cure time on the concrete pavement adjacent to the bus stop, pedestrian access shall be maintained through the closed travel lanes at designated stops to allow access to the bus/stop while buses stop in the travel lane.

Metro Transit will have specific requirements for the following bus stop locations; south of Buick Street, at Beld Street, at the median break just south of the railroad crossing, north of Olin Avenue, north of Fish Hatchery Road and at Erin Street. These requirements may affect the Contractors staging or length of

work time that will be permitted adjacent to these bus stops.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, (608) 267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, including overhead signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closure of streets. Notify Madison Metro one week prior to street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Katie Sellner (608) 261-9633.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work on **June 17, 2019**. All work under this contract shall be completed by **OCTOBER 15, 2019**. The Contractor shall have all work completed on the north section of S Park St from 100 feet south of W. Olin Ave. to W. Washington Ave. by **AUGUST 10, 2019**.

If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

BID ITEM 20101 – EXCAVATION CUT

Removal of any existing small timber retaining walls or planters, landscaping borders and small shrubs shall be considered incidental to this bid item.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT
BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER
BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

Removal of concrete items include all saw cuts necessary to remove the concrete items to directed limits or as necessary to meet the requirements of the traffic control plans and specifications. This includes locations where only portions of concrete pavement slabs are being removed and replaced as opposed to the full slab.

Removal of concrete islands or island noses shall be paid as remove concrete sidewalk & drive.

Removal of monolithic concrete curb and pavement shall be measured and paid as follows. Removal of the pavement shall be measured to the flowline or face of curb, and the remaining portion will be paid as remove curb & gutter.

In areas where the concrete pavement is to be removed and replaced, remove the existing concrete pavement while leaving the existing base material in place. Any base that is removed by the Contractor shall be replaced, at their cost, and re-graded to install the pavement at the appropriate depth. If the Construction Engineer deems the existing base material unsuitable, the Contractor shall remove the base material, which will be measured and paid as undercut under the excavation cut bid item. Remove concrete pavement will only be paid for locations of full-slab pavement replacement.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control inspector or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

In locations where the curb & gutter is adjacent to concrete pavement, the curb shall be tied to the concrete pavement (either existing or new concrete pavement) per the standard specifications and details. Tie bar installation shall be included with these items. There are several types of curb and gutter on this project. All curb and gutter that gets removed and replaced shall be replaced in kind at each location. No additional compensations will be given for various types of curb and all hand formed curb and gutter shall be considered incidental to this item.

BID ITEM 40401 – 8 INCH CONCRETE PAVEMENT

BID ITEM 40402 – 9 INCH CONCRETE PAVEMENT

DESCRIPTION

The concrete pavement on South Park Street from West Badger Road to the railroad crossing is believed to be 8" thick non doweled concrete pavement. The concrete pavement on South Park Street from 100 feet south of West Olin Avenue to West Washington Avenue is believed to be 9" thick doweled concrete pavement. Please see detail sheet D-1 for typical sections which are provided from the corresponding street reconstruction projects of South Park Street.

All work under this bid item shall be per Parts III & IV of the Standard Specifications, except as follows. All dowel and tie bars shall be considered incidental to this bid item, including tie bars to existing pavement or curb.

This item shall also be used in locations where only portions of concrete pavement slabs will be replaced.

Any high-early strength concrete necessary to meet the requirements of the traffic control plans shall be considered incidental to this item.

When concrete pavement is to be reinstalled on existing aggregate base, grade and re-compact the base material prior to installation of concrete pavement. Preparing the base material shall be considered incidental to this item.

Article 301 Concrete and Concrete Structures

301.1 General

All concrete shall be Air-Entrained, and content shall conform to:

- Slip-formed concrete 7.0% +/- 1.5%
- All other concrete 6.0% +/- 1.5%

Maintain a uniform consistency in consecutive batches of concrete. Use the following slumps for the technique used in horizontal pours (sidewalks, slabs curb & gutter, etc):

- Slip-Formed – 2.5 inches or less
- Not Slip-Formed – 4 inches or less

Course Aggregates

This special provision describes specialized material requirements for aggregates used in Concrete Pavements. Conform to Sections 415 and 501 of the WisDOT standard specifications except as modified in this special provision.

Replace 501.2.5.4.1 of the WisDOT standard specifications with the following:

501.2.5.4.1 General

- (1) Provide coarse aggregates from a department-approved source as specified under 106.3.4.2.
- (2) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (3) Use virgin aggregates only.

Replace the first paragraph of 501.2.5.4.2 with the following:

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal.....	1.0
Clay lumps.....	0.3
Soft fragments.....	.5.0
Any combination of above.....	.5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve.....	1.5
Chert ⁽¹⁾	2.0

⁽¹⁾Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on a 3/8-inch sieve by the weight of the total sample.

Replace the first paragraph of 501.2.5.4.3 with the following:

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.

301.2 Concrete Tests

In addition to Standard Specification Section 301.2, conform to WisDOT standard specification sections 701, 710 & 715 for QMP Concrete Pavement and Structures modified as follows:

Remove Section 715.3.2 and all sub sections of 715.3.2.

Remove Section 715.4

Replace 715.5 Payment and all subsections of 715.5 with the following:

Costs for sampling, testing and documentation under part 7 are all incidental to the work. If the contractor fails to perform work required under the contract QMP provisions, the City may reduce the contractor's pay. The City will administer pay reductions under the Non-performance of QMP administrative item.

Replace 415.3.10 of the WisDOT standard specifications with the following:

415.3.10 Surface Testing and Correction

Test the pavement surface at engineer-selected locations with a 10-foot straightedge or other engineer specified device. The engineer may direct the contractor to remove and replace areas with deviations greater than 1/4 inch in 10 feet. Areas directed to be removed and replaced shall be full-slab replacements (from existing joint to existing joint).

PAYMENT

8 INCH CONCRETE PAVEMENT AND 9 INCH CONCRETE PAVENEMT provided in accordance with the Special Provisions provided herein will be paid for at the contract unit price bid per square yard, which price shall be payment in full for, for furnishing and installing all bond breakers, contraction joints and/or dowel bars, tie bars and L-bars as required in the standard detail drawings specified within; for furnishing, placing, finishing and curing the concrete; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90001-CONCRETE WASTE MANAGEMENT

GENERAL

This work consists of containment, collection, storage and proper disposal of concrete wastes generated by saw cutting or grinding of existing concrete pavements or waste run-off generated during construction of new concrete pavements, particularly exposed aggregate surfaces. Concrete wastes typically are strongly alkaline and may contain other contaminants that can harm plants and are particularly harmful if allowed to enter streams, lakes wetlands or other water bodies through the storm sewer system.

Contractor is alerted that there are local, state and federal regulations governing the handling and disposal of hazardous materials and this Special Provision in no way relieves the Contractor of any responsibility to comply with such regulations. The intent is to provide more specific guidelines for management of concrete wastes on this project and provide a basis of payment for work associated with specific management measures properly implemented.

MATERIALS

Contractor may choose appropriate materials to suit his methods of management of wastes with the following minimum requirements. Pre-fabricated washout containers shall be in sound condition and watertight. Site fabricated containment structures shall be constructed below grade if feasible. If constructed above grade they shall be of sturdy materials and designed to provide a minimum of 6 inches of freeboard based on the volume of liquid wastes to be generated between clean-outs. Structure shall be lined with a waterproof plastic sheeting of minimum 10-mil thickness that has no holes or tears. Above grade structures shall have a double layer lining.

Inlet liners used to convert an existing storm inlet into a containment structure shall be shop fabricated and shall consist of a heavy-duty waterproof lining fitted to the inside of a commercially manufactured

geotextile sediment trap. The completed inlet containment structure shall be sound and watertight to prevent any leaching into the storm sewer system, and shall be approved by the Engineer prior to accepting any concrete wastewater. NOTE: a geotextile sediment trap by itself is not acceptable as the leachate continues to be highly alkaline and contain dissolved contaminants.

CONSTRUCTION METHODS

If conditions are such that debris and slurry from sawcutting and grinding operations will remain on pavements and not run off into gutters, they may be allowed to dry in place and be cleaned from pavement by sweeping or vacuum equipment. Such wastes shall not be allowed to remain on pavements beyond the end of a day's work.

Slurries from cutting or grinding or wash water from exposed aggregate construction may be directed to exposed (unpaved) areas of the grade provided: 1) such areas are below the surface drainage grade and will not run off into watercourses, gutters, inlets or storm sewers; 2) such areas are planned for pavement or other uses, such that residue following evaporation / percolation will not adversely impact vegetation; 3) disposal area is approved by the Engineer prior to use.

If it is not practical to direct slurry to an appropriate unpaved disposal area it may be directed to a street gutter provided sand bags or other devices are used to contain the slurry on the pavement and prevent its entry into storm sewer inlets. Contractor shall remove such slurry or residue from the pavement prior to the end of each workday by vacuum systems or other methods. Slurry may be pumped to an approved containment structure for on-site storage.

On-site containment structures shall be emptied on a periodic basis, such that they do not exceed their design capacity, including required freeboard. Contractor shall remove contaminated liquids from the site, using trucks fitted with watertight gaskets to prevent leakage, or other similar methods. Wastes shall be properly disposed of off site, in accordance with applicable laws and regulations.

If it is not practical to construct or direct slurry to an above-grade containment structure, the Contractor may utilize a storm inlet for containment under the following conditions:

- There is no significant chance of precipitation, flows from upstream pipe connections or other reasons requiring the inlet to function for storm water drainage during the period it is to be used for containment
- The Construction Engineer provides prior written approval for each inlet proposed
- Contractor fabricates and properly installs a waterproof liner for each inlet used, in accordance with the requirements herein
- Contractor maintains inlet liners in good condition and periodically empties such structures and disposes of wastes as provided for on-site containment structures
- Contractor completely removes liner and all wastes and restores inlet to its prior functioning condition after its use.

MEASUREMENT AND PAYMENT

Work under this Section will be measured as a single, complete unit of work, for all measures and devices used to contain and dispose of concrete wastes throughout the duration of the project, acceptably installed, maintained and removed.

This work, measured as provided, will be paid for under ITEM 90001 CONCRETE WASTE MANAGEMENT per Lump Sum, which payment shall be considered full compensation for designing, furnishing installing, maintaining and removing any on-site containment structures, cleaning slurry or residue from pavements by vacuum or other methods, removal from site and proper disposal of all wastes, and all incidental labor, equipment, tools

BID ITEM 90002-CONCRETE PAVEMENT JOINT REPAIR TYPE I
BID ITEM 90003-CONCRETE PAVEMENT JOINT REPAIR TYPE II
BID ITEM 90004-CONCRETE PAVEMENT JOINT REPAIR TYPE III
BID ITEM 90005-CONCRETE PAVEMENT JOINT REPAIR TYPE IV

CONCRETE PAVEMENT REMOVAL

The size of the areas to be removed and replaced are: Type I (5'x8'), Type II (5'x10'), Type III (5'x11') and Type IV (5'x12') as shown on plan. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut by flushing with water. Concrete waste shall be managed per Bid Item 90001.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to preclude any disturbance of the underlying base course and reduce spalling of the edges of the concrete pavement remaining in place. Other methods of removing the pavement, which will not disturb the base course or adjacent edges, may be used only if approved by the Engineer.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

After the removal of the existing pavement as marked, it may be necessary to extend the limits of the repair. The Engineer shall determine the amount of the additional removal. The additional area of pavement shall be measured and paid for as BID ITEM 40401- 8 INCH CONCRETE PAVEMENT or BID ITEM 40402- 9 INCH CONCRETE PAVEMENT

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement thickness of nine (9) inches for the entire project. The Contractor shall anticipate some base course work will be required. All base work shall be considered incidental to this item.

PLACEMENT OF CONCRETE

The concrete shall be placed on the same day that the old pavement is removed. Open sections of pavement shall not be left open at the end of the day's work, unless approved by the Engineer.

When pavement sections are designated for removal and replacement on adjacent lanes an approved bond breaker shall be installed.

When placing concrete pavement or curb and gutter, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made.

All L-Bars, dowel bars and tie bars shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement.

Joints in the replaced sections of concrete pavement shall be doweled and tied in accordance with the SDD 3.10 and 3.11. When removing large sections of pavement, a new contraction joint may be required.

It is anticipated that all joint patterns will be replaced as shown on the existing pavement plan provided within.

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. The design mix at intersections and areas that will be used for driveway access or any other locations required to meet the traffic control specification shall be such that the concrete achieves a strength of at least 3000 psi in twelve (12) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete.

The concrete mix design shall be such that the concrete achieves the required strength in the time allotted in the Traffic Control specifications. The concrete mix design shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests, and shall be no earlier than seventy-two (72) hours, except in intersections & driveway access areas.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The adjacent curb and pavement may not be used as form, due to the faulting of the existing pavement and curb. The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer. **THIS WILL BE STRICTLY ENFORCED**

The final surface of the pavement shall have a burlap drag or broom finish.

The Contractor shall reseed any terraces or medians damaged or disturbed during construction. This item shall be considered incidental to the item of work involved.

MEASUREMENT

CONCRETE PAVEMENT JOINT REPAIR TYPE I, TYPE II, TYPE III AND TYPE IV will be measured as each in place and accepted.

PAYMENT

CONCRETE PAVEMENT JOINT REPAIR TYPE I, TYPE II, TYPE III AND TYPE IV repair as provided above will be paid for at the contract unit price bid per unit each, which price shall be payment in full for the removal of existing bituminous; for full-depth sawcutting; removal and disposal of the existing pavement; for furnishing, placing, finishing and curing the concrete; for furnishing and installing the 1 1/4" epoxy coated dowel bars, and tie bars where required; for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90006 – CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to repair patches of concrete pavement and longitudinal joints.

CONCRETE PAVEMENT REMOVAL

The sizes of the area to be removed are as shown on plan. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut by flushing with water.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to reduce spalling of the edges of the concrete pavement and concrete curb and gutter remaining in place. Other methods of removing the pavement, which will not disturb adjacent edges, may be used only if approved by the Engineer.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired, by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

After the removal of the existing pavement as marked, it may be necessary to extend the limits of the repair. The Engineer shall determine the amount of the additional removal. The additional area of pavement shall be measured and paid for as BID ITEM 90006 CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR.

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement thickness of eight (8) or nine (9) inches depending on the location of the project. The Contractor shall anticipate some base course work will be required.

PLACEMENT OF CONCRETE

When placing concrete pavement or curb and gutter, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made. The Contractor shall tie the new concrete pavement to the existing concrete pavement at both ends of the project limits.

All L-Bars and tie bars shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement.

Joints in the replaced sections of concrete pavement shall be tied in accordance with the SDD 3.10 and 3.11.

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. The design mix at intersections and areas that will be used for driveway access or any other locations required to meet the traffic control specification shall be such that the concrete achieves a strength of at least 3000 psi in twelve (12) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete.

The concrete mix design shall be such that the concrete achieves the required strength in the time allotted in the Traffic Control specifications. The concrete mix design shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests, and shall be no earlier than seventy-two (72) hours, except in intersections & driveway access areas.

The strike-off and consolidation shall conform to Section 415.3.11 of the State of Wisconsin Standard Specifications for Road and Bridge Construction.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The adjacent curb and pavement may not be used as form, due to the faulting of the existing pavement and curb. The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer. **THIS WILL BE STRICTLY ENFORCED**

The final surface of the pavement shall have a burlap drag or broom finish.

MEASUREMENT

CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR, will be measured by area in square yards and accepted.

PAYMENT

CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR provided in accordance with the Special Provisions provided herein will be paid for at the contract unit price bid per square yard, which price shall be payment in full for the removal of existing concrete; for full-depth sawcutting, for furnishing and installing all bond breakers, contraction joints and/or dowel bars, tie bars and L-bars as required in the standard detail drawings specified within, removal and disposal of the existing pavement; for furnishing, placing, finishing and curing the concrete; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

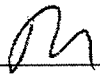
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE SOUTH PARK STREET

CONTRACT NO. 8307

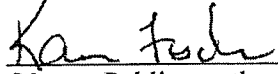
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2019 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. 8307 through 8307 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 **Zenith Tech, 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 Waukesha 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.

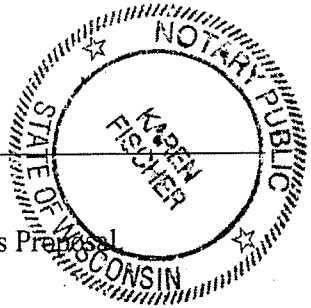

SIGNATURE

Agent
TITLE, IF ANY

Sworn and subscribed to before me this 24th day of April, 2019.


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 12/18/22

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



Contract 8307 – Zenith Tech, 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.

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. 8307

Small Business Enterprise Compliance Report

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

Cover Sheet

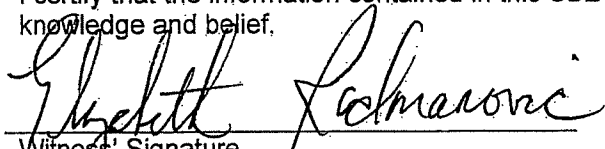
Prime Bidder Information

Company:	Zenith Tech, Inc.
Address:	N6 W23673 Bluemound Rd. Waukesha, WI 53187
Telephone Number:	262-524-1800
Fax Number:	262-524-1840
Contact Person/Title:	Bob Buglass

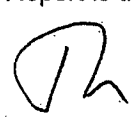
Prime Bidder Certification

Name:	Ted Helleckson
Title:	Agent
Company:	Zenith Tech, 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

4-25-19

Date

CONTRACT NO. 8307

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
CA Brumm trucking, Inc.	Trucking	4.6 %
JR's Construction & Landscaping	Landscaping	1.2 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>5.8</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)		
Total Percentage of SBE Utilization: <u>5.8</u> %.		

SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019

CONTRACT NO. 8307

DATE: 4/25/19

Zenith Tech, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$95,570.00	\$95,570.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	360.00	\$19.95	\$7,182.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	90.00	\$49.00	\$4,410.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$55,000.00	\$55,000.00
20101.0 - EXCAVATION CUT(UNDISTRIBUTED) - C.Y.	170.00	\$74.43	\$12,653.10
20219.0 - BREAKER RUN(UNDISTRIBUTED) - TON	375.00	\$35.61	\$13,353.75
20221.0 - TOPSOIL(UNDISTRIBUTED) - S.Y.	250.00	\$10.00	\$2,500.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	230.00	\$1.25	\$287.50
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	5060.00	\$21.86	\$110,611.60
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	150.00	\$9.67	\$1,450.50
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	300.00	\$4.12	\$1,236.00
20701.0 - TERRACE SEEDING(UNDISTRIBUTED) - S.Y.	250.00	\$10.00	\$2,500.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A(UNDISTRIBUTED) - S.Y.	250.00	\$10.00	\$2,500.00
30208.0 - HAND FORMED CURB AND GUTTER - L.F.	150.00	\$35.71	\$5,356.50
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	150.00	\$16.95	\$2,542.50
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	150.00	\$10.39	\$1,558.50
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	15.00	\$25.09	\$376.35
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	32.00	\$34.51	\$1,104.32
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3 (UNDISTRIBUTED) - TON	500.00	\$33.57	\$16,785.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S(UNDISTRIBUTED) - TON	30.00	\$200.00	\$6,000.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	50.00	\$137.11	\$6,855.50
40401.0 - 8 INCH CONCRETE PAVEMENT - S.Y.	3710.00	\$113.83	\$422,309.30
40402.0 - 9 INCH CONCRETE PAVEMENT - S.Y.	1350.00	\$126.34	\$170,559.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	5940.00	\$2.70	\$16,038.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	2310.00	\$4.30	\$9,933.00
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH (5' LINE, 5' GAP) - L.F.	100.00	\$3.00	\$300.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	3300.00	\$14.00	\$46,200.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	400.00	\$15.00	\$6,000.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	600.00	\$16.00	\$9,600.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	600.00	\$17.00	\$10,200.00
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	2.00	\$1,100.00	\$2,200.00
90001.0 - CONCRETE WASTE MANAGEMENT - LUMP SUM	1.00	\$6,390.10	\$6,390.10
90002.0 - 8' CONCRETE PAVEMENT JOINT REPAIR - EACH	20.00	\$1,109.11	\$22,182.20
90003.0 - 10' CONCRETE PAVEMENT JOINT REPAIR - EACH	87.00	\$1,309.56	\$113,931.72
90004.0 - 11' CONCRETE PAVEMENT JOINT REPAIR - EACH	585.00	\$1,414.02	\$827,201.70
90005.0 - 12' CONCRETE PAVEMENT JOINT REPAIR (UNDISTRIBUTED) - EACH	10.00	\$1,538.98	\$15,389.80
90006.0 - CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR - S.Y.	355.00	\$155.34	\$55,145.70
20502.0 - ADJUST CATCHBASIN - EACH	8.00	\$386.39	\$3,091.12
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	17.00	\$386.38	\$6,568.46
21002.0 - EROSION CONTROL INSPECTION - EACH	10.00	\$500.00	\$5,000.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$51,000.00	\$51,000.00
21042.0 - INLET PROTECTION, TYPE D - PROVIDE & INSTALL - EACH	55.00	\$170.00	\$9,350.00
21043.0 - INLET PROTECTION, TYPE D - MAINTAIN - EACH	55.00	\$65.00	\$3,575.00
21044.0 - INLET PROTECTION, TYPE D - REMOVE - EACH	55.00	\$40.00	\$2,200.00
44 Items	Totals		\$2,164,198.22



Department of Public Works
Engineering Division

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

Assistant City Engineer

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Pelykowski, P.E.
John S. Fahmey, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

ZENITH TECH, INC.

(a corporation of the State of WI)
(individual), (partnership), (hereinafter referred to as the "Principal") and
CONTINENTAL CASUALTY COMPANY

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

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

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

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

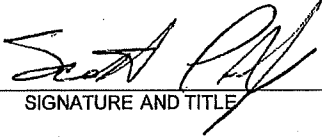
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

PRINCIPAL

ZENITH TECH, INC.
COMPANY NAME AFFIX SEAL


1-18-18
DATE

By: 
SIGNATURE AND TITLE

SURETY

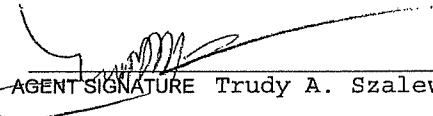
CONTINENTAL CASUALTY COMPANY
COMPANY NAME AFFIX SEAL

January 17, 2018
DATE

By: 
SIGNATURE AND TITLE
Trudy A. Szalewski, Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 17, 2018
DATE


AGENT SIGNATURE Trudy A. Szalewski

10700 Research Drive - #450
ADDRESS

Milwaukee, WI 53226
CITY, STATE AND ZIP CODE

414-225-5394
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) 2/1/2018 to 1/31/2020
NAME OF SURETY CONTINENTAL CASUALTY COMPANY
NAME OF CONTRACTOR ZENITH TECH, INC.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1-18-18
DATE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of March, 2017.

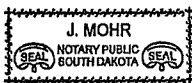


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of March, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of January, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of MAY in the year Two Thousand and Nineteen between ZENITH TECH, 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 21, 2019, 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:

SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019 CONTRACT NO. 8307

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 ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-EIGHT AND 22/100 (\$2,164,198.22) 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 Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.

**SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019
CONTRACT NO. 8307**

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:

ZENITH TECH, INC.

<u><i>Elizabeth Radmanovic</i></u>	<u>5/20/19</u>	<u><i>Mark E. [Signature]</i></u>	<u>5/17/19</u>
Witness	Date	President	Date
<u><i>Kan [Signature]</i></u>	<u>5/20/19</u>	<u><i>[Signature]</i></u>	<u>5/17/19</u>
Witness	Date	Asst Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u><i>[Signature]</i></u>	<u>5-31-19</u>	<u><i>[Signature]</i></u>	
Finance Director	Date	City Attorney	Date
<u><i>[Signature]</i></u>	<u>03 Jun 2019</u>	<u><i>[Signature]</i></u>	<u>6/3/19</u>
Witness	Date	Mayor	Date
<u><i>[Signature]</i></u>	<u>5/24/19</u>	<u><i>Lauren N. Perez for</i></u>	<u>5/24/19</u>
Witness	Date	City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ZENITH TECH, INC. as principal, and Continental Casualty Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-EIGHT AND 22/100 (\$2,164,198.22)** 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:

**SOUTH PARK STREET CONCRETE PAVEMENT REPAIRS - 2019
CONTRACT NO. 8307**

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 22nd day of May 2019

Countersigned:

Elizabeth Radmanovic
Witness
Tracy Stets
Secretary

ZENITH TECH, INC.
Company Name (Principal)
Mark E. [Signature]
President Seal

Approved as to form:

Will P. [Signature]
City/Attorney

Continental Casualty Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Trudy A. Szalewski

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6502661 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 22, 2019
Date

[Signature]
Agent Signature Trudy A. Szalewski

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of March, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of March, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

Handwritten signature of J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22nd day of May, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of D. Bult

D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”