

\$811,237.50

BID OF Zenith Tech, Inc.

**2026**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**Bridge Repairs - 2026**

**CONTRACT NO. 8830**

**PROJECT NO. 15791**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON Jun 23, 2026

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

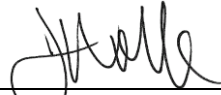
**BRIDGE REPAIRS - 2026  
CONTRACT NO. 8830**

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This Proposal, and Agreement have  
been prepared by:

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



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

JMW: RS

## 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:                                | BRIDGE REPAIRS - 2026                    |
| CONTRACT NO.:                                | 8830                                     |
| SBE GOAL                                     | 6%                                       |
| BID BOND                                     | 5%                                       |
| SBE PRE BID MEETING (10:00 A.M.)             | 5/28/26; See Pre Bid Meeting info below. |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 5/28/26                                  |
| BID SUBMISSION (2:00 P.M.)                   | 6/4/26                                   |
| BID OPEN (2:30 P.M.)                         | 6/4/26                                   |
| PUBLISHED IN WSJ                             | 5/14/26 & 5/21/26 & 5/28/26              |

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

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

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

**Street, Utility and Site Construction**

- 201 ☐ Asphalt Paving  
205 ☐ Blasting  
210 ☐ Boring/Pipe Jacking  
215 ☐ Concrete Paving  
220 ☐ Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
221 ☐ Concrete Bases and Other Concrete Work  
222 ☐ Concrete Removal  
225 ☐ Dredging  
230 ☐ Fencing  
235 ☐ Fiber Optic Cable/Conduit Installation  
240 ☐ Grading and Earthwork  
241 ☐ Horizontal Saw Cutting of Sidewalk  
242 ☐ Hydro Excavating  
243 ☐ Infrared Seamless Patching  
245 ☐ Landscaping, Maintenance  
246 ☐ Ecological Restoration (Certification required, See Section III & provide a minimum of 3 references)  
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, \$1,500,000 to \$10,000,000  
426 ☐ General Building Construction, over \$10,000,000  
428 ☐ Glass and/or Glazing  
429 ☐ Hazardous Material Removal  
430 ☐ Heating, Ventilating and Air Conditioning (HVAC)  
433 ☐ Insulation - Thermal  
435 ☐ Masonry/Tuck pointing

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

**State of Wisconsin Certifications**

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

State of Wisconsin Certifications (continued)

- 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.
- 9 ☐ Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 ☐ Other:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## **SECTION D: SPECIAL PROVISIONS**

### **BRIDGE REPAIRS - 2026 CONTRACT NO. 8830**

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 \$79,000 for a single trade contract; or equal to or greater than \$386,500 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 deck repairs, expansion joint replacement, expansion plate replacement, polymer overlay, guardrail installation, storm sewer pipe and structure installation, excavation, gravel base course, asphalt pavement, concrete curb & gutter, concrete sidewalk, shared-use path installation, soil restoration, and pavement markings.

The Contractor shall view all sites 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 105.12 COOPERATION BY THE CONTRACTOR**

It is anticipated that the Contractor will need to use multiple crews to complete the work under this contract within the contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations.

The Contractor shall use care while working near existing trees, and all standard tree protection specifications will be strictly enforced.

The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

#### **SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area. The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms. Construction Engineer shall have the final decision on schedule of all work.

#### **SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the Contractor.

**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**

Campus Drive Work Hour Restriction:

Work may only occur on weekdays between 9:00am and 3:30pm or after 6:00pm. At least one lane in each direction shall be maintained at all times.

Campus Drive Message Boards:

Place a message board for the week prior to the lane closures (total of two message boards). Place one message board in the median just west of University Avenue facing east. Place second message board in the median between Highland Avenue and University Bay Drive. Message boards shall read:

OFF-PEAK  
LANE  
CLOSURES

(DATE)  
TO  
(DATE)

W. Badger Rd Traffic Control:

W Badger Road shall have two way traffic maintained at all times. This may be done with the use of a temporary traffic signal.

W. Badger Rd Message Boards:

Place a message board in each direction for the week prior to the lane closures (total of two message boards):

LANE  
CLOSURES

OBEY  
TRAFFIC  
SIGNALS

(DATE)  
TO  
(DATE)

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Jeremy Nash, [jnash@cityofmadison.com](mailto:jnash@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.

Place an electronic, flashing arrow board in each lane that is closed.

Alter traffic control from the approved 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.

For overnight lane closures: 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.

Maintain sidewalk and bike path at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36. Pedestrian access along Badger Rd. must be maintained at all times, including to all bus stops. This may be accomplished by phasing the work in a manner in which the new sidewalk connection is made first, followed by replacement of existing sidewalk and extension of the existing path.

Do not store construction equipment and materials within street right-of-way that is outside the project limits.

Contact Jeremy Nash, Traffic Engineering Division, [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com), 608-266-6585, with any questions concerning these traffic control specifications.

#### **SECTION 107.17      UTILITY COORDINATION**

There are existing private utilities located within the project limits that are to remain. 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, including any structure adjustments.

##### **AT&T**

AT&T has buried copper cable and overhead telecommunication facilities to remain located along W. Badger Rd. No conflicts are anticipated. The contractor can coordinate this project with Garrett Barth, [gb1789@att.com](mailto:gb1789@att.com).

##### **Madison Gas & Electric**

Madison Gas & Electric has overhead electric facilities to remain located along W. Badger Rd. No conflicts are anticipated. The Contractor can coordinate this project Tony Sanfratello at 608-931-1284 or [asanfratello@mge.com](mailto:asanfratello@mge.com) for electric work.

#### **BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 10802 – ROOT CUTTING – SIDEWALK**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **SECTION 108.2      PERMITS**

The City of Madison will obtain a City of Madison Erosion Control Permit for this project. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if

appropriate items are not included in the contract, shall be paid for as Extra Work. Copies of the permits are available at the City of Madison, Engineering Division office.

The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor may begin work as early as **August 3, 2026**. All work under this contract shall be completed by **October 30, 2026**. Additional restrictions are noted below.

W. Badger Road:

Work on this portion of the contract shall be constructed between August 3, 2026 and October 30, 2026. The Contractor shall wait a minimum of 30 calendar days after the deck pour and get approval from the Field Engineer before completing polymer overlay.

Campus Drive:

Once the Contractor begins work at this location, all work at this location shall be completed within thirty (30) calendar days or by October 30, 2026, whichever is sooner.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. If the Contractor wishes to start work prior to this date, the Contractor shall notify the City Engineer in writing a minimum of three (3) weeks in advance of the preferred start date to determine if it is acceptable.

## **SECTION 109.9      LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due to the City from the Contractor for failure to complete the work within the specified timeframe at EACH location shall be as follows:

- \$1,200 per Calendar Day at W. Badger Rd.
- \$600 per Calendar Day at Campus Dr.

In the event that work under this contract is not completed within the specified timeframe at both locations, the liquidated damages shall be summed.

## **SECTION 210.1(d)      STREET SWEEPING**

When required, either by the erosion control plan 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. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

## **BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

## **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

#### **BID ITEM 40301 – FULL WIDTH GRINDING**

The contract quantity shall be used on W. Badger Rd at street tapers to the existing bridge.

#### **ARTICLE 500                    SEWER AND SEWER STRUCTURES GENERAL**

The sewer designer for the project is Eric Cefalu. He may be contacted at (608) 243-5894 or ecefulu@cityofmadison.com.

#### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing two H-inlets along the re-oriented curblin along West Badger Road as well as removing two existing inlets and small segments of existing piping.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

#### **BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes five additional undistributed ULOs to be performed at the direction of the City Inspector and Engineer.

#### **STRUCTURAL SPECIAL PROVISIONS**

#### **BID ITEMS 90000-90019-BRIDGE CONSTRUCTION**

Scope of Work: The work under this section includes all items related to construction of the bridge.

Source of Materials: All materials are subject to City's approval before incorporation into the work. Submit a source of materials report to City for review and approval.

Specifications:

1. Unless otherwise specified or required, all work shall conform to the requirements of the STATE SPECIFICATIONS, Parts 2 through 5.
2. The Specifications, Method of Measurement, and Basis of Payment for the following Bid Items are provided in the STATE SPECIFICATIONS. Where the STATE SPECIFICATIONS reference the "Department," change to "City."

| Bid Item                                            | Section |
|-----------------------------------------------------|---------|
| #90001 Removing Structure B-13-306                  | 203     |
| #90002 Concrete Masonry Bridges                     | 502     |
| #90003 Expansion Device                             | 502     |
| #90004 Protective Surface Treatment                 | 502     |
| #90005 Pigmented Surface Sealer Reseal              | 502     |
| #90006 Protective Surface Treatment Reseal          | 502     |
| #90007 Adhesive Anchors No. 4 Bar                   | 502     |
| #90008 Adhesive Anchors No. 5 Bar                   | 502     |
| #90009 Bar Steel Reinforcement HS Structures        | 505     |
| #90010 Bar Steel Reinforcement HS Coated Structures | 505     |
| #90011 Bar Couplers No. 4                           | 505     |
| #90012 Bar Couplers No. 6                           | 505     |
| #90013 Preparation Decks Type 1                     | 509     |
| #90014 Preparation Decks Type 2                     | 509     |
| #90015 Cleaning Decks                               | 509     |
| #90016 Joint Repair                                 | 509     |
| #90017 Concrete Surface Repair                      | 509     |
| #90018 Full Depth Deck Repair                       | 509     |
| #90019 Concrete Masonry Overlay Decks               | 509     |

Special Provisions:

3. These Special Provisions govern wherever there is a conflict or discrepancy with the STATE SPECIFICATIONS.

4. Concrete Structures Quality Management Plan (QMP):

1 Description:

This section describes Contractor mix design and testing requirements for Class I concrete used in concrete structures.

Quality Control Program:

General: Conform to the general requirements under Sections 701 and 710 of the STATE SPECIFICATIONS, as well as the additional specific Contract QMP provisions for Class I concrete specified herein. City defines Class I concrete as cast-in-place concrete used in structure applications where all of the following apply:

Mix design requires review by Engineer.

The Contract defines specification limits for strength.

Small Quantities: City defines small quantities of Class I concrete, subject to reduced requirements under Section 710.2 of STATE SPECIFICATIONS, as follows: Less than 150 cubic yards of structure concrete placed under a single Bid Item.

Pre-Pour Meeting for Structure Concrete: Arrange a pre-pour meeting to discuss concrete placement. Discuss the placement schedule, personnel roles and responsibilities, testing and quality control, and how test results will be communicated. Schedule the meeting before placing any concrete. Representatives from all parties involved with

the concrete work, including Contractor, subcontractor, ready-mix supplier, testers, and Engineer, shall attend the meeting.

Quality Control (QC) Plan: Submit a quality control plan 7 business days before producing concrete, conforming to Section 701.1.2.2 of the STATE SPECIFICATIONS and include the following:

Concrete mix design documentation as required in 710.4.

Proposed methods for monitoring and recording batch weights.

Aggregate gradation acceptance method for Class I concrete items.

Methods for monitoring and adjusting blended aggregate gradations before corrective action is required under Section 710.5.7 of the STATE SPECIFICATIONS; and methods for documenting corrective action.

## 2 Materials:

### General:

Determine mixes for Class I concrete used under the Contract using one or more of the following methods:

Have a HTCP-certified PCC Technician II develop new concrete mixes qualified based on the results of mix development tests performed by a City-qualified laboratory.

Submit previously used City-approved mixes qualified based on field performance.

In addition to the mix information required under Section 710.4 of the STATE SPECIFICATIONS, submit two copies of a concrete mix report at least three business days before producing concrete. For lab qualified mixes, include strength data, test dates, and the name and location of the laboratory that performed mix development testing. For field-qualified mixes, include historical data that demonstrate acceptable strength and field performance.

Provide mix report shop drawing for Engineer to review prior to the start of concreting operations.

### Class I Concrete Mixes.

#### Structures:

Qualify compressive strength according to ACI 301-Specifications for Structural Concrete-Subsections 4.2.3.1 through 4.2.3.4. Demonstrate that the 28-day compressive strength of the proposed mix will equal or exceed the 90 percent within limits criterion specified in Section 715.5.3 of the STATE SPECIFICATIONS.

Provide Grade A concrete with SCM as a partial replacement for cement as specified in Section 501.3.2.2.2 of the STATE SPECIFICATIONS.

The target ratio of net water to cementitious material (w/cm) for the submitted mix design shall not exceed 0.45 by weight. Include free water on the aggregate surface but do not include water absorbed within aggregate particles. Control the w/cm ratio throughout production by adjusting batch weights for changes in the aggregate moisture as required under Section 715.3.3 of the STATE SPECIFICATIONS.

Do not use mixes containing accelerators, except Contractor may use mixes containing non-chloride accelerators in substructure elements.

## 3 Testing and Acceptance:

### Class I Concrete Testing

#### General:

Provide slump, air content, concrete temperature, and compressive strength test results, as specified in Section 710.5 of the STATE SPECIFICATIONS. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation.

If a subplot random test location falls within a mainline pavement gap, relocate the test to a different location within the subplot.

Lot and Sublot Definition:

General:

Designate the location and size of all lots before placing concrete. No lot shall contain concrete of more than one mix design, as defined in these Specifications, or more than one placement method, defined as either slip formed, not slip formed, or placed under water.

Lots and sublots include ancillary concrete placed integrally with the Class I concrete.

Lots by Cubic Yard: Define standard lots and sublots conforming to the following:

Max of 250 cubic yard lot size.

Max of 50 cubic yard subplot size.

Max number of 5 sublots per lot.

Strength Evaluation:

General:

Randomly select two QC cylinders to test at 28 days for percent within limits (PWL). Compare the strengths of the two randomly-selected QC cylinders and determine the 28 day subplot average strength as follows:

aa. If the lower strength divided by the higher strength is 0.9 or more, average the two QC cylinders.

bb. If the lower strength divided by the higher strength is less than 0.9, break one additional cylinder and average the two higher-strength cylinders.

City will evaluate the subplot for possible removal and replacement if the 28-day subplot average strength is < f'c-500 psi (f'c is design strength found in Drawings or Special Provisions).

Removal and Replacement:

Structures:

City will request Contractor to core the affected subplot to determine the structural adequacy. Timeframe of coring operations and locations will be agreed upon between City and Contractor. Determine core locations that do not interfere with structural steel.

Perform coring according to CMM 870 Attachment 9: WTM AASHTO T24.

Have an independent consultant test cores according to CMM 870 Attachment 9: WTM AASHTO T24. City will assess concrete for removal and replacement based on subplot-by-subplot analysis of core strength. Perform coring and testing, fill voids with an Engineer-approved non-shrink grout or concrete, and provide traffic control during operations.

The subplot will remain in place if the 3-core average is greater than or equal to 85 percent of f'c, and no individual core is less than 75 percent of f'c. The 28-day QC average subplot strength will be included in the compressive strength PWL equation of Section 715.5.2 of the STATE SPECIFICATIONS.

If the compressive strength of the 3-core average is less than 85 percent of f'c or an individual core is less than 75 percent f'c, City will request Contractor to either:

aa. Remove and replace unacceptable structure or cast-in-place barrier subplot with new concrete of conforming strength. There is no incentive for replaced concrete, but City will adjust pay for PWL values <85

according to 7115.5.2. City will pay once for the area at the full contract price.

- bb. Permit concrete to remain in place. The original 28-day QC average subplot strength will be included in the compressive strength PWL equation of Section 715.5.2 of the STATE SPECIFICATIONS.

4 Aggregate:

General: Except as allowed for small quantities in Section 710.2 of the STATE SPECIFICATIONS provide aggregate test results conforming to Section 710.5.6 of the STATE SPECIFICATIONS.

Structures:

In addition to the aggregate testing required under Section 710.5.6 of the STATE SPECIFICATIONS, determine the fine and coarse aggregate moisture content for each sample.

Calculate target batch weights for each mix when the production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5%, adjust the batch weights to maintain the design W/Cm ratio.

- 5. Basis of Payment: Costs for all sampling, test, and documentation required under this Specification and all changes incurred for coring, including traffic control, are incidental to Bid Item #90002–Concrete Masonry Bridges.

**BID ITEM 90020 – BRIDGE DECK CRACK SEALING, ITEM 502.0180.S**

- A. Description: This special provision describes sealing and repairing cracks in the bridge deck with a two-part low viscosity urethane or epoxy resin according to the plan details, and the manufacturer's recommendations and requirements.
- B. Materials: Provide a commercial, low-viscosity crack sealer selected from the Wisconsin Department of Transportation's approved products list for Structures–Low Viscosity Bridge Deck Sealers located on the department's website. Before using, submit the product information to the Engineer for review.
- C. Construction
  - 1. Preparation: Clean all cracks to be sealed by mechanical means (i.e., sandblasting, high-pressure air, etc.) as approved by City. Cracks should be free of dirt, oil, dust, and foreign objects. All surfaces must be clean and dry. Follow additional preparation requirements recommended or required by the manufacturer.
  - 2. Mixing and Application: If mixing is necessary, mix and apply according to the manufacturer's recommendations. Application may be by gravity feed if the product is designed for such an application. Use cartridges and cartridge guns provided by the manufacturer, or bulk mixing following the manufacturer's instructions for larger batches. To prevent product waste, time the opening of cartridges and mixing of materials such that the products can be used to their fullest extent.
  - 3. Surface Cracks: Follow manufacturer's recommendations for preparation and placement. Manufactured sand may be used to fill cracks according to the manufacture's written instructions. Fill all cracks with sealant to the top of concrete surface. Follow manufacturer's recommendations for handling excess material and clean up.
- D. Measurement: City will measure Bridge Deck Crack Sealing by the linear foot acceptably completed.

- E. Payment: City will pay for measured quantities at the contract unit price. Payment is full compensation for cleaning and drying the cracks, surface preparation, furnishing and placing the sealant to the bridge deck, disposals, and restoration.

**BID ITEM 90021 – REMOVING AND RESETTING TUBULAR RAILING B-13-306**

Description: This special provision describes removing tubular railing and posts from existing bridge parapets, storing them, and then resetting them when the new parapet is complete.

(Vacant).

Construction:

6. Remove the tubular railing and posts, taking care not to damage them. Store the tubular railing and posts in an area away from construction activities to preclude damage to them.
7. In the event that damage does occur to any item that is designated for re-use in the new work, repair or replace the damaged item at no expense to City.

Measurement: City will measure Removing and Resetting Tubular Railing B-13-306 as a single unit acceptably completed.

Payment: City will pay for measured quantities at the contract unit price. Payment is full compensation for removing the tubular railing and posts; properly storing the tubular railing and posts; and for resetting the tubular railing and posts.

**BID ITEM 90022 – REMOVING POLYMER OVERLAY B-13-306**

This special provision describes removing the polymer overlay. Perform work conforming to Section 204 of the STATE SPECIFICATIONS.

(Vacant).

Construction: Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the Engineer for approval before beginning. Do not remove more than 1/4-inch of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

Measurement: City will measure Removing Polymer Overlay B-13-306 by the square yard, acceptably completed.

Payment: City will pay for measured quantities at the contract unit price. Payment is full compensation for removing the polymer and for properly disposing of all materials.

**BID ITEM 90023 – CLEANING AND PAINTING BEARINGS**

Description: This special provision describes cleaning and painting the existing steel bearings on structures conforming to Section 517 of the STATE SPECIFICATIONS.

Materials:

8. Furnish a complete coating system from the Wisconsin Department of Transportation's Painting Epoxy System Structure approved product list. Use the same coating system for all repairs due to handling, shipping, and erecting; and for all other uncoated areas.
9. The color of epoxy shall be gray and the urethane coating material shall match.
10. Supply the Engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Construction:

11. Surface Preparation:

- 5 Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed. After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.
- 6 Furnish containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All cleanup activities should minimize dust. Store waste materials in hazardous waste containers provided by the department. The department is responsible for the transport and disposal of the contained materials by the statewide hazardous waste contractor.

12. Coating Application: Apply paint in a neat, workmanlike manner, and conforming to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

Measurement: City will measure Cleaning and Painting Bearings as each individual bearing acceptably completed.

Payment: City will pay for the measured quantity at the contract unit price. Payment is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up; and containing and collecting all waste materials.

**BID ITEM 90024 – ABUTMENT SEAT CLEANING AND SEALING**

Description: This special provision describes cleaning the top surfaces of concrete abutments and sealing them as indicated on the plans.

Materials: For bridge seat protection/sealing, coat the tops of abutments with a type of epoxy resin the manufacturer recommends for sealing exterior concrete surfaces, subject to the Engineer's approval.

Construction:

13. Blast Cleaning Operation: Blast clean the top surface of the abutment according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as requested by Engineer. Before abrasive blast cleaning operations are to begin, prepare a representative trial area on the abutment surface, and have the method of blast cleaning approved by the Engineer. Provide means of protecting bearings and girders such that their coatings/paint are not removed or damaged during blasting operations.
14. Water Cleaning Operation: After abrasive blast cleaning operations are completed, clean the prepared pier cap surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the top surface of the abutments to be coated with epoxy for bridge seat protection. Provide an adequate drying time of at least 24 hours before coating with epoxy. Remove all loose concrete, dirt, dust, or blast material that remains in the area around the abutment, as requested by Engineer.
15. Bridge Seat Protection: After cleaning, apply bridge seat protection epoxy per Section 502.3.12 of the STATE SPECIFICATIONS.

Measurement: City will measure Abutment Seat Cleaning and Sealing by the square yard acceptably completed.

Payment: City will pay for the measured quantity at the contract unit price. Payment is full compensation for abrasive blast cleaning; for water cleaning; for all additional cleaning of

the concrete surfaces and surrounding abutment areas; and for furnishing and applying bridge seat protection.

#### **BID ITEM 90025 – TEMPORARY TRAFFIC SIGNAL**

##### **DESCRIPTION**

A trailer mounted traffic signal shall be used to maintain two-way traffic on W Badger Rd. A battery power supply with a solar powered charging system and a backup power source shall be used and not gasoline powered equipment. Maintain and operate the generators on a 24-hour basis, 7 days a week. This includes having a responsible contact person respond to the project site quickly for any emergency to the electrical supply system. If the temporary traffic signal is not operable, provide flaggers until normal operation resumes. Respond within one hour of notification to provide corrective action to any emergency, such as, but not limited to, knockdowns, signal cable problems, and equipment failures. If equipment becomes damaged or faulty beyond repair, replace it.

##### **METHOD OF MEASUREMENT**

Temporary Traffic Signal will be measured by the calendar DAY that the temporary signal is necessary to maintain two-way traffic and is functional and utilized.

##### **BASIS OF PAYMENT**

Temporary Traffic Signal, measured as provided above, will be paid at the contract unit price, which price shall include all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

#### **BID ITEM 90026 – PEDESTRIAN DIRECTIONAL FIELD**

##### **DESCRIPTION**

This special provision is for the contractor to install Pedestrian Directional Field in locations identified on the plans or as directed by the Engineer. The contractor shall purchase and provide the Pedestrian Directional Fields. The product to be installed by the contractor is R-4984 1' X 2' Directional-Bar Plate, manufactured by Neenah Foundry, or approved equal. In the case that the City requires additional plates than originally estimated, the contractor will purchase the product and will provide the product to perform the installation.

##### **CONSTRUCTION METHODS**

The Contractor shall install the Pedestrian Directional Fields per the manufacturer instructions for the product.

##### **MEASUREMENT**

Pedestrian Directional Field will be measured by each unit acceptably installed.

##### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price for all labor, tools, equipment, pick-up, delivery, and incidentals necessary to acceptably complete the product installation.

#### **BID ITEM 90027 – POLYMER OVERLAY**

##### **A DESCRIPTION**

This special provision describes furnishing and applying two layers of a two-component polymer overlay system to the W. Badger Road and Campus Drive bridge decks. The minimum total thickness of the overlay system shall be ¼".

## **B MATERIALS**

### **B.1 General**

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

### **B.2 Polymer Resin**

The polymer resin base and hardener shall be composed of two-component, 100% solids, 100% reactive, thermosetting compound with the following properties:

| <b>Property</b>                    | <b>Requirements</b>               | <b>Test Method</b>                                   |
|------------------------------------|-----------------------------------|------------------------------------------------------|
| Gel Time <sup>A</sup>              | 15 - 45 minutes @<br>73° to 75° F | ASTM C881                                            |
| Viscosity <sup>A</sup>             | 7 - 70 poises                     | ASTM D2393, Brookfield RVT,<br>Spindle No. 3, 20 rpm |
| Shore D Hardness <sup>B</sup>      | 60-75                             | ASTM D2240                                           |
| Absorption <sup>B</sup>            | 1% maximum at 24 hr               | ASTM D570                                            |
| Tensile Elongation <sup>B</sup>    | 30% - 70% @ 7 days                | ASTM D638                                            |
| Tensile Strength <sup>B</sup>      | >2000 psi @ 7 days                | ASTM D638                                            |
| Chloride Permeability <sup>B</sup> | <100 coulombs @ 28 days           | AASHTO T277                                          |

<sup>A</sup> Uncured, mixed polymer binder

<sup>B</sup> Cured, mixed polymer binder

### **B.3 Aggregates**

Furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties and gradation requirements:

Aggregate Properties:

| <b>Property</b>   | <b>Requirement</b>                                                                                            | <b>Test Method</b> |
|-------------------|---------------------------------------------------------------------------------------------------------------|--------------------|
| Moisture Content* | ½ of the measured aggregate absorption, %                                                                     | ASTM C566          |
| Hardness          | ≥6.5                                                                                                          | Mohs Scale         |
| Fractured Faces   | 100% with at least 1 fractured face & 80% with<br>at least 2 fractured faces of material retained on<br>No.16 | ASTM 5821          |
| Absorption        | ≤1%                                                                                                           | ASTM C128          |

\* Sampled and tested at the time of placement.

Gradation:

| <b>Sieve Size</b> | <b>% Passing by Weight</b> |
|-------------------|----------------------------|
| No. 4             | 100                        |

|        |         |
|--------|---------|
| No. 8  | 30 – 75 |
| No. 16 | 0 – 5   |
| No. 30 | 0 – 1   |

#### **B.4 Required Properties of Overlay System**

The required properties of the overlay system are listed in the table below:

| <b>Property</b>                              | <b>Requirement <sup>A</sup></b>         | <b>Test Method</b>                         |
|----------------------------------------------|-----------------------------------------|--------------------------------------------|
| Minimum Compressive Strength at 8 Hrs. (psi) | 1,000 psi @ 8 hrs<br>5,000 psi @ 24 hrs | ASTM C 579 Method B, Modified <sup>B</sup> |
| Thermal Compatibility                        | No Delaminations                        | ASTM C 884                                 |
| Minimum Pull-off Strength                    | 250 psi @ 24 hrs                        | ACI 503R, Appendix A                       |

<sup>A</sup> Based on samples cured or aged and tested at 75°F

<sup>B</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

#### **B.5 Approval of Bridge Deck Polymer Overlay System**

A minimum of 20 working days prior to application, submit product data sheets and specifications from the manufacturer, and a certified test report to the engineer for approval. The engineer may request samples of the polymer and/or aggregate, prior to application, for the purpose of acceptance testing by the department.

For materials not pre-qualified, in addition to the above submittals, submit product history/reference projects and a certified test report from an independent testing laboratory showing compliance with the requirements of the specification.

The product history/reference projects consist of a minimum of 5 bridge/roadway locations where the proposed overlay system has been applied in Wisconsin or in locations with a similar climate - include contact names for the facility owner, current phone number or e-mail address, and a brief description of the project.

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

### **C CONSTRUCTION**

#### **C.1 General**

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. The manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly.

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

## **C.2 Deck Preparation**

### **C.2.1. Deck Repair**

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

NOTE: Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying – The Contractor shall wait a minimum of 30 days after the deck pour and get approval from the Field Engineer before completing polymer overlay.

### **C.2.2 Surface Preparation**

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface a profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ACI 503R, Appendix A of the ACI *Manual of Concrete Practice*. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ¼ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the overlay system.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 by sand blasting, using wire wheels, or other approved method.

Just prior to overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If any prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (breeze blast) the exposed surfaces.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Create a transitional area approaching transverse expansion joints and ends of the deck using the shotblasting machine or other approved method. Remove 5/16" to 3/8" of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

The engineer may consider alternate surface preparation methods per the overlay system manufacture's recommendations. The engineer will approve the final surface profile and deck cleanliness prior to the contractor placing the polymer overlay.

## **C.3 Application of the Overlay**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

- a. Ambient air temperature is below 50°F;
- b. Deck temperature is below 50°F;

- c. Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263;
- d. Rain is forecasted during the minimum curing periods listed under C.5;
- e. Materials component temperatures below 50°F or above 99°F;
- f. Concrete age is less than 28 days unless approved by the engineer.
- g. The deck temperature exceeds 100°F.
- h. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a standard chip spreader or equivalent machine that can provide a uniform, consistent coverage of aggregate. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Prior to applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Prior to opening to traffic, clean expansion joints and joint seals of all debris and polymer. If required by the engineer, a minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance with the manufacturer's instructions, but not less than the following rate of application.

| Course | Minimum Polymer Rate <sup>A</sup><br>(GAL/100 SF) | Aggregate <sup>B</sup><br>(LBS/SY) |
|--------|---------------------------------------------------|------------------------------------|
| 1      | 2.5                                               | 10+                                |
| 2      | 5.0                                               | 14+                                |

<sup>A</sup> The minimum total applications rate is 7.5 GAL/100 SF.

<sup>B</sup> Application of aggregate shall be of sufficient quantity to completely cover the polymer.

#### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

|        | Average temperature of deck, polymer<br>and aggregate components in °F |       |       |       |       |       |       |       |
|--------|------------------------------------------------------------------------|-------|-------|-------|-------|-------|-------|-------|
| Course | 50-54                                                                  | 55-59 | 60-64 | 65-69 | 70-74 | 75-79 | 80-84 | 85-99 |

|   |        |          |          |        |         |        |          |        |
|---|--------|----------|----------|--------|---------|--------|----------|--------|
| 1 | 6 hrs. | 5 hrs.   | 4 hrs.   | 3 hrs. | 2.5 hrs | 2 hrs  | 1.5 hrs. | 1 hr.  |
| 2 | 8 hrs. | 6.5 hrs. | 6.5 hrs. | 5 hrs. | 4 hrs.  | 3 hrs. | 3 hrs.   | 3 hrs. |

### **C.6 Repair of Polymer Overlay**

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete prior to placement of polymer overlay; and place the polymer overlay according to section C.3.

### **D MEASUREMENT**

The City will measure Polymer Overlay in area by the Square Yard acceptably completed.

### **E PAYMENT**

Payment is full compensation for preparing the surface; for tensile bond testing; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials. Concrete surface repair and Joint repair will be paid for separately.

### **BID ITEM 90028 – STEEL PLATE BEAM GUARD – CLASS A**

#### **DESCRIPTION**

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to complete the installation of STEEL PLATE BEAM GUARD – CLASS A as shown in the plan.

All work under this item shall be completed in accordance with the Wisconsin Department of Transportation Facilities Development Manual Specifications and Standard Detail Drawings for STEEL PLATE BEAM GUARD – CLASS A.

#### **MATERIALS**

This item includes all materials, incidentals, and labor required to complete the work as described above and as shown in the plan.

#### **METHOD OF MEASUREMENT**

STEEL PLATE BEAM GUARD – CLASS A shall be measured per lineal foot of guardrail installed as described above.

#### **BASIS OF PAYMENT**

STEEL PLATE BEAM GUARD – CLASS A shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

### **BID ITEM 90029 – STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL**

#### **DESCRIPTION**

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to complete the installation of STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL as shown in the plan.

All work under this item shall be completed in accordance with the Wisconsin Department of Transportation Facilities Development Manual Specifications and Standard Detail Drawings for STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL.

#### **MATERIALS**

This item includes all materials, incidentals, and labor required to complete the work as described above and as shown in the plan.

#### **METHOD OF MEASUREMENT**

STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL shall be measured per unit installed as described above as shown in the plan.

#### **BASIS OF PAYMENT**

STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL shall be measured as described above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

#### **BID ITEM 90030 – ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2**

#### **DESCRIPTION**

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to complete the installation of ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2 as shown in the plan.

All work under this item shall be completed in accordance with the Wisconsin Department of Transportation Facilities Development Manual Specifications and Standard Detail Drawings for ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2.

#### **MATERIALS**

This item includes all materials, incidentals, and labor required to complete the work as described above and as shown in the plan.

#### **METHOD OF MEASUREMENT**

ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2 shall be measured per unit installed as described above as shown in the plan.

#### **BASIS OF PAYMENT**

ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2 shall be measured as described above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### BRIDGE REPAIRS - 2026 CONTRACT NO. 8830

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 - 2026 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 Nos. N/A through N/A to the Contract, 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

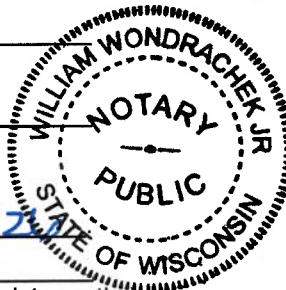
Vice President  
TITLE, IF ANY

Sworn and subscribed to before me this  
3 day of JUNE, 2024

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 9.20.26

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



## Section F: Best Value Contracting (BVC) Fillable Online Form

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### Best Value Contracting

#### 1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

NA - Zenith Tech will use apprenticeable trades on this project.

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

BRIDGE REPAIRS - 2026  
CONTRACT NO. 8830

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: N6W23673 Bluemound Rd Waukesha, WI 53187

Telephone Number: 262-524-1800 Fax Number: N/A

Contact Person/Title: Jack Schuessler, Estimator

Prime Bidder Certification

I, Jason Samz Vice President of  
Name Title

Zenith Tech Inc. certify that the information  
Company

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

Allen Miller  
Witness' Signature

6/2/2026  
Date

Don Samz  
Bidder's Signature



**Bridge Repairs - 2026**

CONTRACT NO. 8830

DATE: 6/4/2026

**Zenith  
Tech, Inc.**

| Item                                                              | Quantity | Price       | Extension   |
|-------------------------------------------------------------------|----------|-------------|-------------|
| <b>Section B: Proposal Page</b>                                   |          |             |             |
| 10701 - TRAFFIC CONTROL - LUMP SUM                                | 1.00     | \$35,000.00 | \$35,000.00 |
| 10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS        | 120.00   | \$10.00     | \$1,200.00  |
| 10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS | 120.00   | \$10.00     | \$1,200.00  |
| 10801 - ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED) - L.F.       | 20.00    | \$20.00     | \$400.00    |
| 10802 - ROOT CUTTING – SIDEWALK (UNDISTRIBUTED) - L.F.            | 20.00    | \$20.00     | \$400.00    |
| 10911 - MOBILIZATION - LUMP SUM                                   | 1.00     | \$97,000.00 | \$97,000.00 |
| 20101 - EXCAVATION CUT - C.Y.                                     | 125.00   | \$94.00     | \$11,750.00 |
| 20141 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.  | 100.00   | \$4.00      | \$400.00    |
| 20202 - FILL BORROW - C.Y.                                        | 70.00    | \$72.00     | \$5,040.00  |
| 20217 - CLEAR STONE - TON                                         | 405.00   | \$30.00     | \$12,150.00 |
| 20221 - TOPSOIL - S.Y.                                            | 250.00   | \$8.00      | \$2,000.00  |
| 20303 - SAWCUT ASPHALT PAVEMENT - L.F.                            | 360.00   | \$2.25      | \$810.00    |
| 20313 - REMOVE INLET - EACH                                       | 2.00     | \$1,600.00  | \$3,200.00  |
| 20314 - REMOVE PIPE - L.F.                                        | 10.00    | \$172.00    | \$1,720.00  |
| 20322 - REMOVE CONCRETE CURB & GUTTER - L.F.                      | 300.00   | \$10.00     | \$3,000.00  |
| 20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.                   | 700.00   | \$4.50      | \$3,150.00  |
| 20325 - REMOVE GUARD RAIL - L.F.                                  | 120.00   | \$6.00      | \$720.00    |
| 20701 - TERRACE SEEDING - S.Y.                                    | 250.00   | \$4.00      | \$1,000.00  |
| 21002 - EROSION CONTROL INSPECTION - EACH                         | 3.00     | \$500.00    | \$1,500.00  |
| 21011 - CONSTRUCTION ENTRANCE - EACH                              | 1.00     | \$250.00    | \$250.00    |
| 21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH                  | 1.00     | \$250.00    | \$250.00    |
| 21013 - STREET SWEEPING - LUMP SUM                                | 1.00     | \$1,800.00  | \$1,800.00  |
| 21015 - STREET CONSTRUCTION STONE BERM - EACH                     | 2.00     | \$250.00    | \$500.00    |
| 21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.      | 100.00   | \$6.00      | \$600.00    |
| 21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH   | 6.00     | \$300.00    | \$1,800.00  |
| 21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH            | 6.00     | \$40.00     | \$240.00    |
| 21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH              | 6.00     | \$50.00     | \$300.00    |
| 21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.         | 250.00   | \$4.00      | \$1,000.00  |
| 30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.                    | 300.00   | \$52.00     | \$15,600.00 |
| 30302 - 5 INCH CONCRETE SIDEWALK - S.F.                           | 2050.00  | \$9.20      | \$18,860.00 |
| 30304 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.                   | 100.00   | \$20.00     | \$2,000.00  |
| 40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON       | 190.00   | \$32.00     | \$6,080.00  |
| 40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON       | 200.00   | \$32.00     | \$6,400.00  |
| 40202 - HMA PAVEMENT 4 LT 58-28 S - TON                           | 80.00    | \$148.25    | \$11,860.00 |
| 40218 - TACK COAT - GAL                                           | 40.00    | \$3.00      | \$120.00    |
| 40301 - FULL WIDTH GRINDING - S.Y.                                | 500.00   | \$16.83     | \$8,415.00  |
| 50741 - TYPE H INLET - EACH                                       | 2.00     | \$5,750.00  | \$11,500.00 |
| 50801 - UTILITY LINE OPENING (STORM) - EACH                       | 5.00     | \$850.00    | \$4,250.00  |
| 60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.               | 60.00    | \$11.00     | \$660.00    |
| 60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.        | 270.00   | \$14.00     | \$3,780.00  |

**Bridge Repairs - 2026**

CONTRACT NO. 8830

DATE: 6/4/2026

**Zenith  
Tech, Inc.**

| Item                                                               | Quantity | Price       | Extension    |
|--------------------------------------------------------------------|----------|-------------|--------------|
| 60824 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE STRAIGHT ARROW - EACH | 1.00     | \$350.00    | \$350.00     |
| 90001 - REMOVING STRUCTURE B-13-306 - EACH                         | 1.00     | \$36,000.00 | \$36,000.00  |
| 90002 - CONCRETE MASONRY BRIDGES - C.Y.                            | 35.00    | \$880.00    | \$30,800.00  |
| 90003 - EXPANSION DEVICE - L.F.                                    | 100.00   | \$500.00    | \$50,000.00  |
| 90004 - PROTECTIVE SURFACE TREATMENT - S.Y.                        | 166.00   | \$5.00      | \$830.00     |
| 90005 - PIGMENTED SURFACE SEALER RESEAL - S.Y.                     | 104.00   | \$15.00     | \$1,560.00   |
| 90006 - PROTECTIVE SURFACE TREATMENT RESEAL - S.Y.                 | 98.00    | \$15.00     | \$1,470.00   |
| 90007 - ADHESIVE ANCHORS NO. 4 BAR - EACH                          | 368.00   | \$30.00     | \$11,040.00  |
| 90008 - ADHESIVE ANCHORS NO. 5 BAR - EACH                          | 108.00   | \$32.00     | \$3,456.00   |
| 90009 - BAR STEEL REINFORCEMENT HS STRUCTURES - LB                 | 2210.00  | \$2.34      | \$5,171.40   |
| 90010 - BAR STEEL REINFORCEMENT HS COATED STRUCTURES - LB          | 3090.00  | \$2.59      | \$8,003.10   |
| 90011 - BAR COUPLERS NO. 4 - EACH                                  | 4.00     | \$36.00     | \$144.00     |
| 90012 - BAR COUPLERS NO. 6 - EACH                                  | 20.00    | \$48.00     | \$960.00     |
| 90013 - PREPARATION DECKS TYPE 1 - S.Y.                            | 44.00    | \$270.00    | \$11,880.00  |
| 90014 - PREPARATION DECKS TYPE 2 - S.Y.                            | 18.00    | \$320.00    | \$5,760.00   |
| 90015 - CLEANING DECKS - S.Y.                                      | 462.00   | \$45.00     | \$20,790.00  |
| 90016 - JOINT REPAIR - S.Y.                                        | 42.00    | \$2,200.00  | \$92,400.00  |
| 90017 - CONCRETE SURFACE REPAIR - S.F.                             | 50.00    | \$240.00    | \$12,000.00  |
| 90018 - FULL-DEPTH DECK REPAIR - S.Y.                              | 2.00     | \$1,000.00  | \$2,000.00   |
| 90019 - CONCRETE MASONRY OVERLAY DECKS - C.Y.                      | 46.00    | \$2,200.00  | \$101,200.00 |
| 90020 - BRIDGE DECK CRACK SEALING - L.F.                           | 100.00   | \$7.00      | \$700.00     |
| 90021 - REMOVING AND RESETTING TUBULAR RAILING B-13-306 - EACH     | 1.00     | \$8,000.00  | \$8,000.00   |
| 90022 - REMOVING POLYMER OVERLAY B-13-306 - S.Y.                   | 462.00   | \$20.00     | \$9,240.00   |
| 90023 - CLEANING AND PAINTING BEARINGS - EACH                      | 12.00    | \$725.00    | \$8,700.00   |
| 90024 - ABUTMENT SEAT CLEANING AND SEALING - S.Y.                  | 24.00    | \$140.00    | \$3,360.00   |
| 90025 - TEMPORARY TRAFFIC SIGNAL - DAYS                            | 30.00    | \$500.00    | \$15,000.00  |
| 90026 - PEDESTRIAN DIRECTIONAL FIELD - EACH                        | 11.00    | \$42.00     | \$462.00     |
| 90027 - POLYMER OVERLAY - S.Y.                                     | 1600.00  | \$45.31     | \$72,496.00  |
| 90028 - STEEL PLATE BEAM GUARD - CLASS A - L.F.                    | 120.00   | \$38.00     | \$4,560.00   |
| 90029 - STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL - EACH    | 2.00     | \$5,000.00  | \$10,000.00  |
| 90030 - ANCHORAGE FOR STEEL PLATE BEAM GUARD TYPE 2 - EACH         | 2.00     | \$2,500.00  | \$5,000.00   |
| 71 Items                                                           | Totals   |             | \$811,237.50 |



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E. City Engineer

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

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Architect**  
Amy Loewenstein Scanlon, AIA

**Principal Engineer 2**  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Kyle Frank, P.E.  
Mark D. Moder, P.E.  
Fadi El Musa Gonzalez, P.E.  
Andrew J. Zwieg, P.E.

**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, 2026 through January 31, 2028.

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 DATE 02.17.2026  
By: [Signature]  
SIGNATURE AND TITLE

**SURETY**

Continental Casualty Company  
COMPANY NAME AFFIX SEAL DATE February 1, 2026  
By: [Signature]  
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 2026 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

February 1, 2026  
DATE  
[Signature]  
AGENT SIGNATURE Trudy A. Szalewski  
10700 W. 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.

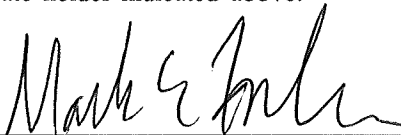
## CERTIFICATE OF BIENNIAL BID BOND

|                                                                      |
|----------------------------------------------------------------------|
| TIME PERIOD- VALID (FROM/TO)<br>February 1, 2026 to January 31, 2028 |
| NAME OF SURETY<br>Continental Casualty Company                       |
| NAME OF CONTRACTOR<br>Zenith Tech, Inc.                              |
| CERTIFICATE HOLDER<br>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

05.17.2024  
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, Marc Sacia, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, 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 -

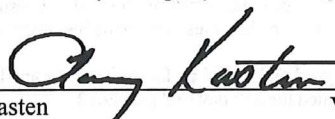
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws 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 23rd day of May, 2023.

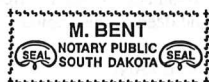


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of May, 2023, before me personally came Larry Kasten 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 March 2, 2026

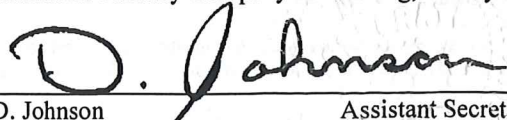
  
M. Bent Notary Public

## CERTIFICATE

I, D. Johnson, 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-Laws and Resolutions 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 1st day of Feb 2026



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

  
D. Johnson Assistant Secretary

## **Authorizing By-Laws and Resolutions**

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

### **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 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 25<sup>th</sup> 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.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of 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 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 25<sup>th</sup> 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.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of 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 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 25<sup>th</sup> 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.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

## SECTION H: AGREEMENT

THIS AGREEMENT made this 13th day of July in the year Two Thousand and Twenty Six between **Zenith Tech, Inc.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Jun 23, 2026** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

### **Bridge Repairs - 2026 CONTRACT NO. 8830**

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 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 **EIGHT HUNDRED ELEVEN THOUSAND TWO HUNDRED THIRTY SEVEN AND 50/100 (\$811,237.50)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form

will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement

### Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to ensure 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 affirmation 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 or 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

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

#### Article VIII

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

#### Article IX

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

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**  
**Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)**

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

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

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

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

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

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

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

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**Bridge Repairs - 2026**

**CONTRACT NO. 8830**

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

Countersigned:

Zenith Tech, Inc.

Company Name

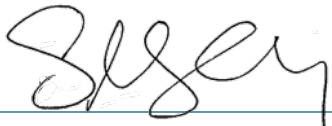
Alan Wilkes 6/25/26  
Witness Date

Mark S. [Signature] 6/25/26  
President Date

Alan Wilkes 6/25/26  
Witness Date

Mark S. [Signature] 6/25/26  
Secretary Date

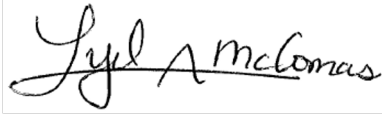
CITY OF MADISON



Satya Rhodes-Conway, Mayor

07/13/2026

Date



Lydia A. McComas, City Clerk

7/1/2026

Date

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

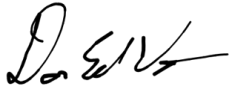


David P. Schmiedicke, Finance Director

07/07/2026

Date

Approved as to form:



for Michael Haas, City Attorney

07/10/2026

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -26-00358, ID No. 93460, adopted by the Common Council of the City of Madison on June 23, 2026.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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 **EIGHT HUNDRED ELEVEN THOUSAND TWO HUNDRED THIRTY SEVEN AND 50/100 (\$811,237.50)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**Bridge Repairs - 2026  
CONTRACT NO. 8830**

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 effort.

Signed and sealed this 24th day of June 2026

Countersigned:

Zenith Tech, Inc.

Company Name (Principal)

Allen Wilkes  
Witness

Mark G. [Signature]  
President Seal

Mark G. [Signature]  
Secretary

CONTINENTAL CASUALTY COMPANY

Surety Seal

☒ Salary Employee ☐ Commission

By Trudy A. Szalewski  
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 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

6/24/2026

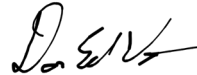
Date

Trudy A. Szalewski  
Agent Signature Trudy A. Szalewski

The foregoing Bond has been approved as to form:

07/10/2026

Date

  
for City Attorney

## 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, Marc Sacia, Individually of Green Bay, Wisconsin**

**Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin, Individually**

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-Laws and Resolutions, printed below, 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 25th day of February, 2026.



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

*Larry Kasten*

Larry Kasten

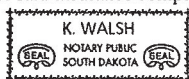
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 25th day of February, 2026, before me personally came Larry Kasten 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

December 4, 2031



K. Walsh

Notary Public

### CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of June, 2026.

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

*Paula Kolsrud*

Paula Kolsrud

Assistant Secretary



### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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 each of the above CNA Companies 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 Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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 each of the above Companies 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.