

Contract Routing Form

ROUTING: Urgent Rush

printed on: 08/07/2023

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

Project: John Nolen Bridge Repairs - 2023

Contract No.: 8707 File No.: 78412
Enactment No.: RES-23-00482 Enactment Date: 07/14/2023
Dollar Amount: 222,014.00

(Please DATE before routing)

Table with 3 columns: Signatures Required, Date Received, Date Signed. Rows include City Clerk, Director of Civil Rights, Risk Manager, Finance Director, City Attorney, and Mayor with handwritten dates and initials.

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

Original + 2 Copies

08/07/2023 16:29:27 enjls - Steve Sonntag 267-1997



## Legislation Details (With Text)

**File #:** 78412      **Version:** 1      **Name:** Awarding Public Works Contract No. 8707 John Nolen Bridge Repairs - 2023.

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

**File created:** 6/14/2023      **In control:** Engineering Division

**On agenda:** 7/11/2023      **Final action:** 7/11/2023

**Enactment date:** 7/14/2023      **Enactment #:** RES-23-00482

**Title:** Awarding Public Works Contract No. 8707 John Nolen Bridge Repairs - 2023. (13th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8707 bid tab.pdf, 2. 8707.pdf

Date	Ver.	Action By	Action	Result
7/11/2023	1	COMMON COUNCIL	Adopt	Pass
6/21/2023	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
6/15/2023	1	Engineering Division	Refer	

### Fiscal Note

The proposed resolution authorizes awarding the contract for the John Nolen Bridge Repairs - 2023 at a total estimated cost of \$237,620.00 including contingency. Funding for the project is available in Munis #11860. No additional appropriation is required.

### Title

Awarding Public Works Contract No. 8707 John Nolen Bridge Repairs - 2023. (13th AD)

### Body

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

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

See attached document (Contract No. 8707) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8707  
JOHN NOLEN BRIDGE REPAIRS - 2023

ZENITH TECH, INC.

\$222,014.00

Acct. No. 11860-402-200: 54420 (91366)  
Contingency 8%±

\$222,014.00  
17,766.00

GRAND TOTAL

\$239,780.00



## Demographics

**Company Name:** Continental Casualty Company  
**NAIC CoCode:** 20443  
**State of Domicile:** Illinois  
**Organization Type:** Stock

**Short Name:**  
**Country of Domicile:** United States  
**Date of Incorporation:** 06/30/1897

**SBS Company Number:** 54218368  
**Domicile Type:** Foreign  
**NAIC Group Number:** 218 - CNA INS GRP  
**Merger Flag:** No

## Address

**Business Address**  
 151 N Franklin St  
 Chicago, IL 60606  
 United States

**Mailing Address**  
 151 N Franklin St  
 Chicago, IL 60606  
 United States

**Statutory Home Office Address**  
 151 N Franklin St  
 Chicago, IL 60606  
 United States

**Main Administrative Office Address**  
 151 N Franklin St  
 Chicago, IL 60606  
 United States

## Phone, Email, Website

### Phone

Type	Number

### Email

No results found.

### Website

No results found.

## Company Type

**Company Type:** Property and Casualty

**Company Type:**

**Articles of Incorporation Received:** No

**Article No:**

**COA Number:**

**Business Activities of Members:**

## Appointments

Show  entries

Showing 1 to 2 of 2 entries



Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Property	02/26/1992	01/06/2023	03/15/2024
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Casualty	02/26/1992	01/06/2023	03/15/2024

[First](#)[Previous](#)[1](#)[Next](#)[Last](#)

## Line Of Business

Show  entries

Showing 1 to 10 of 11 entries



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

[First](#)[Previous](#)[1](#)[2](#)[Next](#)[Last](#)

## Contact

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

## Company Merger

No results found.

## Name Change History

Previous Name	New Name	Effective Date
	Continental Casualty Company	

\$222,014.00  
FILE COPY

BID OF ZENITH TECH, INC.

**2023**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**JOHN NOLEN BRIDGE REPAIRS - 2023**

**CONTRACT NO. 8707**

**PROJECT NO. 11860**

**MUNIS NO. 11860**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 11, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

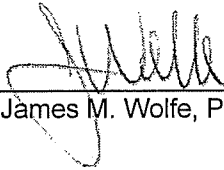
**JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707**

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This Proposal, and Agreement have  
been prepared by:

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

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

JMW: sms

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

## REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	JOHN NOLEN BRIDGE REPAIRS - 2023
CONTRACT NO.:	8707
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/1/2023
BID SUBMISSION (2:00 P.M.)	6/8/2023
BID OPEN (2:30 P.M.)	6/8/2023
PUBLISHED IN WSJ	5/25/2023 & 6/1/2023

**SBE PRE BID MEETING:** Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can 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](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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



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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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



## SECTION D: SPECIAL PROVISIONS

### JOHN NOLEN BRIDGE REPAIRS - 2023 CONTRACT NO. 8707

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

Work under this contract shall include, but is not limited to, furnishing and installing: expansion bearing support bracket, expansion bearing assembly, wedging existing bearings, non-structural repairs to the prestressed girder elements, rehabilitation of the sidewalk expansion joints, and all incidental items necessary to complete the work as shown on the plans and included in these special provisions.

**The Contractor shall view all sites prior to bidding** to become familiar with the existing conditions

#### **SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

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

#### **SECTION 104.10 CLEANING UP**

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

#### **SECTION 105.12 COOPERATION BY THE CONTRACTOR**

The City of Madison's John Nolen Drive Bridge Repair Project will be completed in 2023. The City is not aware of any other projects taking place in the vicinity of this project.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

The Capital City Bike path along John Nolen Drive must be open to bikes and pedestrian at all times except the allowed closure as described in section 107.7. The contractor will need to protect its work area and maintain thru bike and pedestrian traffic with the use of flaggers and signage.

**Existing Items to Remain**

The Contractor shall use care around existing signs, water navigation guides, utilities, traffic signals, and any other structures or amenities that are indicated on the plans to remain. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities. No trees shall be cut without the approval of the Engineer and the City Forester. Damage to these items during construction shall be repaired or replaced at the Contractor's expense.

**Coordination with Utilities**

This project will require close coordination with private utility companies. There are several existing utilities located attached to the John Nolen Drive Bridges within the project limits, mainly under the Capital Trail Sidewalk and on the west deck overhang that are to remain. The Contractor will be responsible for coordination and providing workspace for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice to utilities prior to needing structure adjustments.

**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**

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. 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.

Traffic Control shall be measured as a lump sum. Payment for the 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, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per

State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. The Contractor shall 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.

Peak hours shall be defined as 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. Monday thru Friday.

The Contractor may close the bike path to complete the work for a maximum allowed closure of two consecutive weeks, 7am Monday thru 5pm Friday, for a total closure duration of 10 days. The bike/pedestrian path shall be open on all weekends.

### **STATIC MESSAGE BOARDS**

The Contractor shall install two static message boards one at each end of the bike/pedestrian path, facing each direction, for a minimum of 10 days prior to the closure. Static signs should have a minimum 2" letter height and shall read:

THIS PATH WILL CLOSE  
FOR BRIDGE REPAIRS  
MONDAY X/XX  
THRU  
FRIDAY X/XX

The Contractor shall be responsible for signing, marking and maintaining the bike detour route as shown on the plans for this project.

The Contractor is responsible for posting temporary "No Parking" signs along the north side of W Lakeside Street from Gilson Street to John Nolen Drive and delineate a temporary path detour within the existing parking lane. Use approximately 100 traffic barrels spaced at 20' as delineators. Call John Villarreal, City Parking Utility, 608-267-8756 to obtain temporary "No Parking" signs.

The Contractor shall supply all necessary mounting hardware and supports for signing. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer.

### **MISCELLANEOUS TRAFFIC CONTROL**

Contractor may close one travel lane in the inbound direction of John Nolen Drive during non-peak hours as necessary to complete the work on the bike path. Contractor shall provide proper traffic control including electronic arrow boards to close ANY travel lanes. Traffic control to close travel lane shall be considered incidental to the Traffic Control Lump Sum Bid Item.

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on the street 48 hours before any work is done that would obstruct their driveways.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

### **NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

### **OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction Engineer, that permanent signing is in place and temporary traffic control may be removed.

Contact Tom Mohr, Traffic Engineering Division, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com)

### **SECTION 109.7 TIME OF COMPLETION**

The Contractor shall complete all work specified in this contract on or before **November 1, 2023**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. The Contractor shall notify the City a minimum of 6 weeks prior to the desired start work date.

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

When required, 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 workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. If sweeping is required, sweeping shall be incidental to this project.

## **BID ITEM 90000 – STEEL SUPPORT BRACKET ASSEMBLY**

### **DESCRIPTION**

This work shall be in accordance with the drawings, Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition, and these Special Provisions. The work shall consist of furnishing and installing a new bracket assembly at bridge P-13-755 as shown on the drawings. The support bracket assembly shall be painted.

### **MATERIALS**

Materials shall conform to Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition, and as indicated on the drawings. Paint shall be structural steel paint-epoxy system per Section 517.2.4.

### **CONSTRUCTION METHODS**

Construction methods shall be in accordance with Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition.

The Teflon coated steel plate for the new expansion bearing assembly to be installed on top of the new bracket assembly, shall be placed in solid contact with the bottom of the girder by tightly snugging the bearing assembly and bracket under the girder before anchoring the bracket to the pier cap.

The 4-inch square tubes shall be installed after the front bracket is installed. The 5-inch by 8-inch back bracket shall be shop mounted to the 4-inch square tubes. This back bracket shall be in solid contact with and anchored to the concrete pier before field welding of the tubes to the front bracket, as shown on the drawings.

Adhesive anchoring system used to anchor the brackets to the concrete shall be installed in accordance with the manufacturer's recommendations.

Color of new paint shall match existing.

### **METHOD OF MEASUREMENT**

Steel Support Bracket Assembly shall be measured as a lump sum, completed in place, and accepted in accordance with the contract.

### **BASIS OF PAYMENT**

Steel Support Bracket Assembly will be paid for at the contract lump sum price. Payment for the Steel Support Bracket Assembly bid item includes furnishing and installing a new bracket assembly, complete, including painting; and for all labor, tools, equipment, and incidentals necessary to completely install the bracket assembly.

## **BID ITEM 90001 – BEARINGS ASSEMBLIES EXPANSION P-13-755**

### **DESCRIPTION**

This work shall be in accordance with the drawings; Section 506 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2023 Edition; and these special provisions. The work shall consist of furnishing, fabricating, storing, transporting, installing, and painting one new steel expansion bearing assembly at Bridge P-13-755 as shown on the drawings. The expansion bearing assemblies shall be painted.

### **MATERIALS**

Materials shall conform to Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition, and as indicated on the drawings. Paint shall be structural steel paint-epoxy system per Section 517.2.4.

### **CONSTRUCTION METHODS**

Construction methods shall be in accordance with Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2023 Edition.

The Teflon coated steel plates for the new expansion bearing assemblies shall be placed in solid contact with the bottom of the girders.

Where the new expansion bearing assembly is supported by a new steel support bracket assembly, tightly snug the bearing assembly and bracket under the girder before anchoring the bracket to the pier cap. After the expansion bearing assembly has been installed, it shall be welded to the new steel support bracket as shown on the drawings.

Color of new paint shall match existing.

### **METHOD OF MEASUREMENT**

Expansion Bearing Assemblies P-13-755 shall be measured as each individual expansion bearing assembly acceptably completed conforming to standard spec 506.4.

### **BASIS OF PAYMENT**

Payment for Expansion Bearing Assemblies P-13-755 is full compensation for fabricating, galvanizing, painting, storing, transporting, and installing the new bearing assembly, complete; and for all labor equipment, and incidentals necessary to complete the work.

## **BID ITEM 90002 – STEEL WEDGING AT EXISTING BEARING ASSEMBLIES**

### **DESCRIPTION**

This special provision describes providing permanent steel wedging at existing bearing locations where the existing bearings are not in contact with the bottom of the existing prestressed girders.

### **MATERIALS**

Materials shall conform to Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition, and as indicated on the drawings. Paint shall be structural steel paint-epoxy system per Section 517.2.4.

**CONSTRUCTION METHODS**

Construction methods shall be in accordance with Sections 506 and 517 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2023 Edition.

**METHOD OF MEASUREMENT**

Steel Wedging under existing bearing assemblies shall be measured as each bearing location where wedging is required, acceptably completed.

**BASIS OF PAYMENT**

Steel Wedging at existing bearing assemblies shall be paid for according to the contract unit price, each. Payment is full compensation for fabricating, galvanizing, storing, transporting, and installing, including field welding; and for all labor, tools, equipment, and incidentals necessary to complete the work.

**BID ITEM 90003 – DEBRIS CONTAINMENT OVER WATERWAY B-13-332**

**DESCRIPTION**

This special provision describes work consisting of providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. The work shall be in accordance with requirements for the following WisDOT standard bid item and the WisDOT Standard Specifications for Highway and Structure Construction, 2023 associated with the item.

ITEM NUMBER	DESCRIPTION	UNIT
203.0335	Debris Containment Over Waterway B-13-332	EACH

**METHOD OF MEASUREMENT**

Debris Containment over waterway B-13-332 will be measured as each debris containment acceptably completed.

**BASIS OF PAYMENT**

Debris Containment over waterway B-13-332 is full compensation costs associated with providing, maintaining, and removing debris containment systems, and for all labor, tools, equipment, and incidentals necessary to complete the work.

**BID ITEM 90004 – DEBRIS CONTAINMENT OVER WATERWAY B-13-333**

**DESCRIPTION**

This special provision describes work consisting of providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. The work shall be in accordance with requirements for the following WisDOT standard bid item and the WisDOT Standard Specifications for Highway and Structure Construction, 2023 associated with the item.

ITEM NUMBER	DESCRIPTION	UNIT
203.0335	Debris Containment Over Waterway B-13-333	EACH

**METHOD OF MEASUREMENT**

Debris Containment over waterway B-13-333 will be measured as each debris containment acceptably completed.

**BASIS OF PAYMENT**

Debris Containment over waterway B-13-333 is full compensation costs associated with providing, maintaining, and removing debris containment systems, and for all labor, tools, equipment, and incidentals necessary to complete the work.

**BID ITEM 90005 – DEBRIS CONTAINMENT OVER WATERWAY P-13-755**

**DESCRIPTION**

This special provision describes work consisting of providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. The work shall be in accordance with requirements for the following WisDOT standard bid item and the WisDOT Standard Specifications for Highway and Structure Construction, 2023 edition, associated with the item.

ITEM NUMBER	DESCRIPTION	UNIT
203.0335	Debris Containment Over Waterway P-13-755	EACH

**METHOD OF MEASUREMENT**

Debris Containment over waterway P-13-755 will be measured as each debris containment acceptably completed.

**BASIS OF PAYMENT**

Debris Containment over waterway P-13-755 is full compensation costs associated with providing, maintaining, and removing debris containment systems, and for all labor, tools, equipment, and incidentals necessary to complete the work.

**BID ITEM 90006 – DEBRIS CONTAINMENT OVER WATERWAY P-13-756**

**DESCRIPTION**

This special provision describes work consisting of providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. The work shall be in accordance with requirements for the following WisDOT standard bid item and the WisDOT Standard Specifications for Highway and Structure Construction, 2023 associated with the item.

ITEM NUMBER	DESCRIPTION	UNIT
203.0335	Debris Containment Over Waterway P-13-756	EACH

**METHOD OF MEASUREMENT**

Debris Containment over waterway P-13-756 will be measured as each debris containment acceptably completed.

**BASIS OF PAYMENT**

Debris Containment over waterway P-13-756 is full compensation costs associated with providing, maintaining, and removing debris containment systems, and for all labor, tools, equipment, and incidentals necessary to complete the work.



**BID ITEM 90007 – BRIDGE JACKING B-13-332**

**DESCRIPTION**

This special provision describes raising the bridge, supporting it until repair work is completed, and lowering the bridge back on the existing bearings.

**CONSTRUCTION METHODS**

Support jacks on or adjacent to existing substructure units. Use a sufficient number of jacks such that the bridge is raised simultaneously. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

**METHOD OF MEASUREMENT**

Bridge Jacking B-13-332 shall be measured as a single unit of work per structure, consisting of raising the girder ends as required to complete all bearing and girder repair work at the specified substructure units, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the existing bearings.

**BID ITEM 90008 – BRIDGE JACKING B-13-333**

**DESCRIPTION**

This special provision describes raising the bridge, supporting it until repair work is completed, and lowering the bridge back on the existing bearings.

**CONSTRUCTION METHODS**

Support jacks on or adjacent to existing substructure units. Use a sufficient number of jacks such that the bridge is raised simultaneously. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

**METHOD OF MEASUREMENT**

Bridge Jacking B-13-333 shall be measured as a single unit of work per structure, consisting of raising the girder ends as required to complete all bearing and girder repair work at the specified substructure units, acceptably completed.

**BASIS OF PAYMENT**

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the existing bearings.

## **BID ITEM 90009 – BRIDGE JACKING P-13-754**

### **DESCRIPTION**

This special provision describes raising the bridge, supporting it until repair work is completed, and lowering the bridge back on the existing bearings.

### **CONSTRUCTION METHODS**

Support jacks on or adjacent to existing substructure units. Use a sufficient number of jacks such that the bridge is raised simultaneously. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

### **METHOD OF MEASUREMENT**

Bridge Jacking P-13-754 shall be measured as a single unit of work per structure, consisting of raising the girder ends as required to complete all bearing and girder repair work at the specified substructure units, acceptably completed.

### **BASIS OF PAYMENT**

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the existing bearings.

## **BID ITEM 90010 – BRIDGE JACKING P-13-755**

### **DESCRIPTION**

This special provision describes raising the bridge, supporting it until repair work is completed, and lowering the bridge back on the existing bearings.

### **CONSTRUCTION METHODS**

Support jacks on or adjacent to existing substructure units. Use a sufficient number of jacks such that the bridge is raised simultaneously. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

### **METHOD OF MEASUREMENT**

Bridge Jacking P-13-755 shall be measured as a single unit of work per structure, consisting of raising the girder ends as required to complete all bearing and girder repair work at the specified substructure units, acceptably completed.

### **BASIS OF PAYMENT**

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the existing bearings.

### **DESCRIPTION**

This special provision describes raising the bridge, supporting it until repair work is completed, and lowering the bridge back on the existing bearings.

## **CONSTRUCTION METHODS**

Support jacks on or adjacent to existing substructure units. Use a sufficient number of jacks such that the bridge is raised simultaneously. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

## **METHOD OF MEASUREMENT**

Bridge Jacking P-13-756 shall be measured as a single unit of work per structure, consisting of raising the girder ends as required to complete all bearing and girder repair work at the specified substructure units, acceptably completed.

## **BASIS OF PAYMENT**

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the existing bearings.

## **BID ITEM 90012 – SIDEWALK JOINT REPAIR**

### **DESCRIPTION**

This special provision describes removing and disposing of the existing sidewalk concrete and cover plate to the limits shown on the drawings, and as the engineer directs. Furnish and install new sidewalk cover plates and associated hardware as shown on the drawings and as hereinafter provided.

### **MATERIALS**

Furnish new concrete for sidewalk joint repair in accordance with Section 509.2(4) of the WisDOT Standard Specifications for Highway and Structure Construction, 2023 edition.

Furnish new sidewalk expansion joint steel cover plate and associated hardware for sidewalk joint repair in accordance with Section 502.2 of the WisDOT Standard Specifications for Highway and Structure Construction, 2023 edition.

### **CONSTRUCTION METHODS**

Construct sidewalk joint repair in accordance with Section 509.3.5 of the WisDOT Standard Specifications for Highway and Structure Construction, 2023 edition, and as herein after provided.

Preserve and reuse existing reinforcing steel. Clean the existing rebar to remove surface rust by mechanical means, realign, and retie, as the engineer deems necessary, prior to the placement of new concrete.

Contractor shall sound and mark removal limits of deteriorated concrete at each sidewalk joint repair location as shown on the drawings or as directed by the engineer. Overcuts beyond the removal limits detailed on the drawings or approved by the engineer will not be allowed.

Contain sawing sludge and dispose of material after each saw cut. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, or waterway. Remove sludge from traffic control devices each day before dark. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

## **METHOD OF MEASUREMENT**

Sidewalk Joint Repair shall be measured as each sidewalk joint repair location, acceptably completed.

## **BASIS OF PAYMENT**

Payment is full compensation for removing a portion of the existing cover plates to the required limits; sawing and removing existing concrete to required limits; cleaning and salvaging existing rebar; temporarily supporting and protecting existing pedestrian railing and utilities; and furnishing and installing the new concrete and steel cover plates, including all associated hardware.

## **BID ITEM 90013 – FIBER WRAP REINFORCING NON-STRUCTURAL**

### **DESCRIPTION**

This special provision describes providing non-structural protection using externally bonded, high-strength, fiber reinforced polymer (FRP) composite/epoxy resin systems field-applied to the locations shown on the plans.

### **MATERIALS**

Furnish a glass or carbon composite fabric that is a continuous unidirectional filament woven fabric with a primary fiber of electrical (E) glass or carbon, respectively.

Use a two-component, solvent-free with 0% Volatile Organic Compound (VOC) epoxy that is supplied by the manufacturer. Polyester resin shall not be allowed as a substitute for epoxy resin. Deliver epoxy materials in factory sealed containers with the manufacturer's labels intact and legible with verification of the date of manufacture and shelf life.

The protective top coating shall be concrete gray in color and match the color of the adjacent unwrapped concrete. Protective top coating shall be vapor permeable and UV resistant.

The use of more than one FRP system in an application is not permitted. All components, including primer, putty, filler, protective coating, and other materials, shall be compatible with the FRP system.

Store products in a protected area at a temperature between 40°F and 100°F with no moisture contact, no UV exposure, protected from dirt, chemicals, and physical damage, and according to the manufacturer's requirements. Do not use components exceeding their shelf lives.

Provide the following to the engineer:

- The manufacturer's data sheet indicating physical, mechanical, and chemical characteristics of all materials used in the FRP system including the primer, putty, resin, saturant, fibers, and top coating.
- The manufacturer's Material Safety Data Sheets (MSDS) for all materials used.
- The manufacturer's instructions for installation and repair, including information on lap details if required.
- The manufacturer's storage and handling requirements of all materials.

Supplied composite fabric and epoxy resin products must have a minimum of ten installations. Furnish proof of successful installations including date of construction and owner references. Furnish certified test reports including 1000-hour tests for 140°F, water, and salt water.

## **CONSTRUCTION METHODS**

### **C.1 CERTIFIED APPLICATORS**

Installers shall have a minimum of three years of experience performing similar FRP composite strengthening and be trained and certified by the manufacturer of the supplied FRP composite/epoxy resin system being used. Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past three years. The list shall include a minimum of 10 projects with the proposed FRP system, the dates when work was performed, general description of work, quantity of work and owner references. Provide written verification from the FRP composite manufacturer that the applicator has received the required training and is a certified installer by the FRP manufacturer.

## **C.2 SURFACE PREPARATION**

Remove spalled and loose concrete.

Grind uneven surfaces or protrusions until smooth. Any corners or edges shall be rounded over to a minimum radius of 1/2-inch. This requirement also applies to beveled edges which must be ground smooth to eliminate sharp spots.

Per standard spec 509, treat any areas of active corrosion of the reinforcement and patch the concrete surface so as to restore it to its original dimensions. When patching the concrete substrate, remove defective concrete down to sound concrete; the extents of the area to be removed and patched shall be 1/2-inch beyond the boundary of the distress on all sides. If there is a loss of bond between the reinforcing steel and the concrete, remove the surrounding concrete to a depth equal to the greater of 3/4-inch or the maximum aggregate size plus 1/4-inch. If surface repair is performed, allow patches to cure a minimum of 10 days before FRP application or until the surface moisture is less than 4%. This work to be paid for under separate bid items per the plans.

Epoxy inject cracks in the concrete larger than 0.25 mm in width at least 24 hours prior to FRP installation. Seal cracks smaller than 0.25 mm in width in aggressive environments at the direction of the engineer.

Preserve and utilize the required existing reinforcing steel, and blast clean, realign, and retie as the engineer directs. If additional reinforcement is required, use grade 60 steel conforming to AASHTO M31 and standard spec 505.2. Repair damage to existing, epoxy-coated reinforcement conforming to 509.3.1.

The concrete surface shall be clean, and free of any material that could interfere with bonding, such as dirt, grease, wax, etc. The surface must also be free of moisture with a maximum moisture content of 4%.

Immediately prior to bonding, all contact surfaces shall receive a final cleaning by hand or oil-free compressed air to remove any residual dust, powder residue or laitance.

## **C.3 INSTALLATION**

A minimum of two layers are required.

Place FRP only under the following conditions or per manufacturer's recommendation:

- Ambient temperature and the temperature of the epoxy resin components shall be between 55°F and 90°F during the entire application process.
- Relative humidity less than 85%.
- Surface temperature more than 5°F above the dew point.
- Moisture level of all contact surfaces, including patched areas, less than 4% unless the resin has been specifically formulated for wet applications.

Unless directed otherwise by the engineer, install the FRP after all dead loads have been applied to the bridge.

Apply, per manufacturer's instructions, a system-compatible putty as required to fill uneven surfaces or recesses. Depending on the manufacturer, this putty may be applied before or after the primer.

Apply the primer coat uniformly to the substrate using a roller or trowel. Primed and puttied surface shall be protected from all contaminants (i.e., dust, moisture, etc) prior to the application of the fiber wrap.

Mix the components of the epoxy resin with a mechanical mixer and apply the epoxy resin uniformly to the fiber at a rate that ensures complete saturation of the fabric. Apply saturating resin uniformly to the prepared substrate. Begin resin application within one hour after the batch has been mixed. Use all resin within the pot life as specified by the manufacturer.

Apply the fabric per manufacturer's recommendation. Handle fiber wraps in a manner to maintain fiber straightness and prevent fiber damage. Any kinks, folds, or severe waviness will not be accepted. Use rollers or hand pressure to remove any air trapped between the fabric and the concrete, or between fabric plies. Rolling must be parallel to the direction of the fibers to avoid fiber misalignment or damage. Do not use metal serrated rollers because they can damage the FRP fabric.

Stagger the joints between layers so that a continuous sheet in one layer will span the joints of the sheets in the layer below. If multiple layers cannot all be placed in one day, defer to the manufacturer to determine the extent of the cure and surface preparation required for the previously placed layers required before proceeding. If required, laps shall be per manufacturer's instructions, with a minimum edge lap of 6 inches and a minimum end lap of 12 inches. Laps should be staggered between layers.

Cover the final layer of fabric with a coat of epoxy that produces a uniform finished surface per manufacturer's instructions.

Cure per manufacturer's instructions. The FRP system shall be protected from weather, large temperature variations, moisture, sand, dust, and other foreign particles during curing. Do not allow the system to be subjected to live loads until it is completely cured. Defer to manufacturer's instructions regarding the degree of cure which must be achieved before additional dead loads can be applied to the wrapped member.

An additional protective coating is required to protect the fibers from the elements, specifically UV radiation, and to give the final aesthetic effect. Install protective coating per manufacturer's instructions after the field inspection described in section C.4.2 has been conducted. To prepare the FRP surface to receive the coating, clean and roughen the exterior surfaces of the composite wrap using a light abrasive

after the final epoxy coat is completely polymerized. The abrasive shall be of the appropriate hardness to roughen the surface without damaging the fibers. Remove all dust, dirt, and other bond inhibiting materials and dry all cleaned and roughened surfaces.

## **C.4 TESTING AND ACCEPTANCE**

### **C.4.1 RECORDS AND SAMPLING**

The contractor shall record the following information for each installation:

- Date, time, and specific location of installation.
- Surface preparation methods.
- Widths and lengths of cracks not injected with epoxy.
- Material information including product used, fiber and resin lot/batch numbers, mixture ratios, mixing times, etc.
- Ambient temperature, relative humidity, and general weather observations at the beginning and end of each installation.
- Concrete surface temperature, concrete moisture content, and surface cleanliness.
- Number of FRP layers used and fiber orientation of each layer.
- Square footage of fabric and volume of epoxy used each day.

#### **C.4.2 FIELD TESTING**

In the presence of the engineer, the contractor will conduct a visual and acoustic sounding inspection to test for defects such as voids, delaminations, external cracks, chips, cuts, loose fibers, external abrasions, blemishes, foreign inclusions, depressible raised areas, or fabric wrinkles. Conduct this inspection after the FRP is cured but before the protective coating is applied.

In the presence of the engineer, the contractor will conduct a visual inspection of the protective coating for damage including but not limited to cracking, crazing, blisters, peeling, or external abrasions. Conduct this inspection after placement and cure of the protective coating.

If any defects are found, they must be repaired as detailed in C.4.3, or removed and replaced.

#### **C.4.3 REQUIRED REMEDIATION**

Inject or back fill any small voids or bubbles (1-1/2" diameter or less) with epoxy. If five or more such voids are found in an area smaller than 10 square feet, submit a proposed remediation procedure subject to the acceptance of the engineer.

Voids or delaminated areas greater than 3" in diameter or an equivalent rectangular area shall be reported to the engineer. Proposed remediation procedure(s) for addressing these areas are subject to the acceptance of the engineer.

#### **METHOD OF MEASUREMENT**

Fiber Wrap Reinforcing Non-Structural will be measured by the square foot acceptably completed.

#### **BASIS OF PAYMENT**

Payment for Fiber Wrap Reinforcing Non-Structural is full compensation for preparing required submittals, cleaning the surfaces of elements to be confined, furnishing, transporting, handling, and installing the

fabric, finish coat of epoxy, the final protective coating system, field testing, and required remediation. No extra measurement or payment will be made for overlap areas.

#### **BID ITEM 90014 – PROTECTIVE SURFACE TREATMENT**

##### **DESCRIPTION**

This special provision describes work consisting of applying protective surface treatment conforming to 502.2.11 to concrete sidewalks repairs. The work shall be in accordance with requirements for the following WisDOT standard bid item and the WisDOT standard bid item and the WisDOT Standard Specifications for Highway and Structure Construction, 2023 associated with the item.

ITEM NUMBER	DESCRIPTION	UNIT
502.3200	Protective Surface Treatment	SY

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

Protective Surface Treatment will be measured by the square yard acceptably completed.

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

Payment for Protective Surface Treatment is full compensation for treating and sealing surfaces including surface preparation and waste material confinement, collection, and disposal.

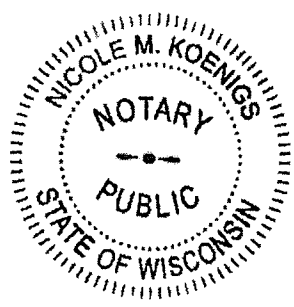
SECTION E: BIDDERS ACKNOWLEDGEMENT

JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707

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.

- 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 - 2023 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. \_\_\_\_\_ through \_\_\_\_\_ 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)
- 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.
- 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.
- 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).
- 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.

Camil Van Vordt  
 SIGNATURE  
Controller  
 TITLE, IF ANY



Sworn and subscribed to before me this  
8th day of June, 2023  
Nicole M. Koenigs

(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 11/29/2024  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8707 – Zenith Tech, Inc.

#### Section F: Best Value Contracting (BVC)

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

Please check the box in the Upload section if submitting the report by hand.

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

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

#### Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar

agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707

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: N16W23673 Bluemound Rd, Waukesha, WI 53187  
Telephone Number: 715-644-8000 Fax Number: N/A  
Contact Person/Title: Devlin Huhta, Project Manager

Prime Bidder Certification

I, John Bartoszek Executive 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.

[Signature]  
Witness' Signature  
6/6/2023  
Date

[Signature]  
Bidder's Signature

**JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
NONE	NA	0.0 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>0.0</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
NONE	NA	0.0 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>	<u>0</u> % x 0.6 = <u>0.0</u> % (discounted to 60%)	
<b>Total Percentage of SBE Utilization:</b>	<u>0.0</u> %	

**JOHN NOLEN BRIDGE REPAIRS - 2023**

CONTRACT NO. 8707

DATE: 6/8/23

**Zenith Tech, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$24,000.00	\$24,000.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$35,000.00	\$35,000.00
90000.0 - STEEL SUPPORT BRACKET ASSEMBLY - EACH	1.00	\$20,000.00	\$20,000.00
90001.0 - BEARING ASSEMBLIES EXPANSION P-13-754 - EACH	1.00	\$6,200.00	\$6,200.00
90002.0 - STEEL WEDGING AT EXISTING BEARING ASSEMBLIES - EACH	3.00	\$3,100.00	\$9,300.00
90003.0 - DEBRIS CONTAINMENT OVER WATERWAY B-13-332 - EACH	1.00	\$1,125.00	\$1,125.00
90004.0 - DEBRIS CONTAINMENT OVER WATERWAY B-13-333 - EACH	1.00	\$1,125.00	\$1,125.00
90005.0 - DEBRIS CONTAINMENT OVER WATERWAY P-13-755 - EACH	1.00	\$2,300.00	\$2,300.00
90006.0 - DEBRIS CONTAINMENT OVER WATERWAY P-13-756 - EACH	1.00	\$1,125.00	\$1,125.00
90007.0 - BRIDGE JACKING B-13-332 - EACH	1.00	\$1.00	\$1.00
90008.0 - BRIDGE JACKING B-13-333 - EACH	1.00	\$1.00	\$1.00
90009.0 - BRIDGE JACKING P-13-754 - EACH	1.00	\$6,000.00	\$6,000.00
90010.0 - BRIDGE JACKING P-13-755 - EACH	1.00	\$8,000.00	\$8,000.00
90011.0 - BRIDGE JACKING P-13-756 - EACH	1.00	\$1.00	\$1.00
90012.0 - SIDEWALK JOINT REPAIR - EACH	5.00	\$8,500.00	\$42,500.00
90013.0 - FIBER WRAP REINFORCING NON-STRUCTURAL - S.F.	120.00	\$540.00	\$64,800.00
90014.0 - PROTECTIVE SURFACE TREATMENT - S.Y.	8.00	\$67.00	\$536.00
<b>17 Items</b>	<b>Totals</b>		<b>\$222,014.00</b>



Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer  
 City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
 Gregory T. Fries, P.E.  
**Deputy Division Manager**  
 Kathleen M. Cryan  
**Principal Engineer 2**  
 John S. Fahrney, P.E.  
 Christopher J. Petykowski, P.E.  
 Janet Schmidt, P.E.  
**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 James M. Wolfe, P.E.  
**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect  
**Land Information & Official Map Manager**  
 Eric T. Pederson, P.S.  
**Financial Manager**  
 Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Zenith Tech, Inc.  
 (a corporation of the State of WI  
 (individual), (partnership), (hereinafter referred to as the "Principal") and  
 Continental Casualty Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2022 through January 31, 2024.

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**

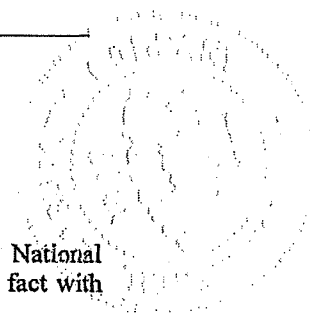
Zenith Tech, Inc. 1/24/22  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE Tea Helckson, Agent

**SURETY**

Continental Casualty Company January 10, 2022  
COMPANY NAME AFFIX SEAL DATE

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 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 10, 2022  
DATE

[Signature]  
AGENT SIGNATURE Trudy A. Szalewski

10700 Research Drive - #450  
ADDRESS

Milwaukee, WI 53226  
CITY, STATE AND ZIP CODE

414-225-5394  
TELEPHONE NUMBER

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

**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO) 2/1/2022 to 1/31/2024
NAME OF SURETY Continental Casualty Company
NAME OF CONTRACTOR Zenith Tech, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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



\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1/24/22

\_\_\_\_\_  
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, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 11th day of May, 2021.

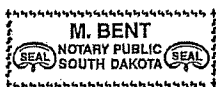


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of May, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires 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-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10<sup>th</sup> day of Jan. 2022



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

D. Johnson Assistant Secretary

Form F6853-4/2012

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

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 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. “

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

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

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

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 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. “

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

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

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

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 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. “

## SECTION H: AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of July in the year Two Thousand and Twenty-Three between ZENITH TECH, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 11, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### JOHN NOLEN BRIDGE REPAIRS - 2023 CONTRACT NO. 8707

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED TWENTY-TWO THOUSAND FOURTEEN AND NO/100 (\$222,014.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707**

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

Countersigned:

*[Signature]*                                  AUG 1 2023  
Witness                                                  Date  
*Margie Confield*                              AUG 1 2023  
Witness                                                  Date

**ZENITH TECH, INC.**  
Company Name  
*Mark E. [Signature]*                              AUG 1 2023  
President                                                  Date  
*[Signature]*                                              AUG 1 2023  
Asst. Secretary                                      Date

CITY OF MADISON, WISCONSIN

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

*[Signature]*                                              8/9/2023  
Finance Director                                      Date  
*[Signature]*                                              8/14/23  
Witness                                                  Date  
*[Signature]*                                              8/18/23  
Witness                                                  Date

Approved as to form:  
*[Signature]*                                              8-9-23  
City Attorney                                              Date  
*[Signature]*                                              8/14/23  
Mayor                                                          Date  
*[Signature]*                                              8-8-23  
City Clerk                                                      Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **ZENITH TECH, INC.** as principal, and Company of CONTINENTAL CASUALTY COMPANY as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED TWENTY-TWO THOUSAND FOURTEEN AND NO/100 (\$222,014.00)** 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:

**JOHN NOLEN BRIDGE REPAIRS - 2023  
CONTRACT NO. 8707**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 26th day of July 2023

Countersigned:

  
\_\_\_\_\_

Witness

**ZENITH TECH, INC.**

Company Name (Principal)

  
\_\_\_\_\_

President

Seal

*Asst.*   
\_\_\_\_\_

Secretary

Approved as to form:

  
\_\_\_\_\_

City Attorney

**CONTINENTAL CASUALTY COMPANY**

Surety

Seal

Salary Employee

Commission

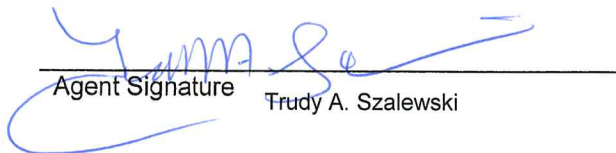
By   
\_\_\_\_\_

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 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

7/26/2023  
Date

  
\_\_\_\_\_

Agent Signature

Trudy A. Szalewski



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

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

**Kelly Cody, Roxanne Jensen, 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  
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  
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 26th day of July , 2023 .



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

D. Johnson  
D. Johnson Assistant Secretary

Form F6853-4-2023

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

## 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 27<sup>th</sup> 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.”

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“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.”

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“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.”