



Legislation Details (With Text)

**File #:** 75001      **Version:** 1      **Name:** Awarding Public Works Contract No. 9244, Overture Center Garage Screening.

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

**File created:** 12/1/2022      **In control:** Engineering Division

**On agenda:** 1/3/2023      **Final action:** 1/3/2023

**Enactment date:** 1/6/2023      **Enactment #:** RES-23-00010

**Title:** Awarding Public Works Contract No. 9244, Overture Center Garage Screening. (4th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 9244 Bid Opening Tab.pdf, 2. 9244 breakdown.pdf

Date	Ver.	Action By	Action	Result
1/3/2023	1	COMMON COUNCIL	Adopt	Pass
12/14/2022	1	BOARD OF PUBLIC WORKS		
12/1/2022	1	Engineering Division	Refer	

**Fiscal Note**

The proposed resolution would award the contract for Overture Center Garage Screening at an estimated cost of \$398,000. Funding is available in MUNIS project 16122. No additional appropriation is required.

**Title**

Awarding Public Works Contract No. 9244, Overture Center Garage Screening. (4th 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. 9244) for itemization of bids.

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

CONTRACT NO. 9244  
OVERTURE CENTER GARAGE SCREENING

BERGLUND CONSTRUCTION COMPANY \$ 398,000.00

Acct. No. 19005-82-140 \$ 398,000.00  
Contingency 8%± 31,840.00

GRAND TOTAL \$ 429,840.00



## Demographics

<b>Company Name:</b> Travelers Casualty and Surety Company of America	<b>SBS Company Number:</b> 54218780
<b>NAIC CoCode:</b> 31194	<b>Short Name:</b>
<b>State of Domicile:</b> Connecticut	<b>Country of Domicile:</b> United States
<b>Organization Type:</b> Stock	<b>Date of Incorporation:</b> 07/18/1974
	<b>Domicile Type:</b> Foreign
	<b>NAIC Group Number:</b> 3548 - Travelers Grp
	<b>Merger Flag:</b> Yes

## Address

<b>Business Address</b> One Tower Square Hartford, CT 06183 United States	<b>Mailing Address</b> One Tower Square Hartford, CT 06183 United States	<b>Statutory Home Office Address</b> One Tower Square Hartford, CT 06183 United States	<b>Main Administrative Office Address</b> One Tower Square Hartford, CT 06183 United States
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## Phone, Email, Website

<b>Phone</b>	<b>Email</b>	<b>Website</b>				
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Type	Number			No results found.	No results found.
Type	Number					

## Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 09/10/1975
<b>Status:</b> Active	<b>Legacy State ID:</b> 110846	<b>Expiration Date:</b>
<b>Effective Date:</b> 07/01/1997	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 09/10/1975	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		
<b>Business Activities of Members:</b>		

## Appointments

**Company Type:** Property and Casualty

Name	Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENISE BANKS	361260	361260	Intermediary (Agent) Individual	Property	11/23/2010	02/08/2022	03/15/2023
DENISE BANKS	361260	361260	Intermediary (Agent) Individual	Casualty	11/23/2010	02/08/2022	03/15/2023
DAVID BANKS	2145892	2145892	Intermediary (Agent)	Property	11/26/2012	02/08/2022	03/15/2023

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DAVID BANKS	2145892	2145892	Intermediary (Agent) Individual	Casualty	11/26/2012	02/08/2022	03/15/2023

First Previous **1** Next Last

## Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries



Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	09/10/1975
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

First Previous **1** 2 Next Last

## Contact

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

## Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

\$398,000.00  
CONTRACTOR'S OFFICE COPY

BID OF BERGLUND CONSTRUCTION COMPANY

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OVERTURE CENTER GARAGE SCREENING

CONTRACT NO. 9244

PROJECT NO. 16122

MUNIS NO. 16122

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JANUARY 3, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**OVERTURE CENTER GARAGE SCREENING  
CONTRACT NO. 9244**

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This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_  
David Wills, Interim Parking Utility Manager

WHP: hs

## 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:	OVERTURE CENTER GARAGE SCREENING
CONTRACT NO.:	9244
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/23/2022
BID SUBMISSION (2:00 P.M.)	12/1/2022
BID OPEN (2:30 P.M.)	12/1/2022
PUBLISHED IN WSJ	11/11/2022 & 11/18/2022

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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



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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover  
 110  Building Demolition

Street, Utility and Site Construction

- |   |  |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving   | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units  |
| 205 <input type="checkbox"/> Blasting   | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete  |
| 210 <input type="checkbox"/> Boring/Pipe Jacking  | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction                             |
| 215 <input type="checkbox"/> Concrete Paving  | 276 <input type="checkbox"/> Sawcutting  |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work                    | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp.                                |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work                         | 285 <input type="checkbox"/> Sewer Lining  |
| 222 <input type="checkbox"/> Concrete Removal   | 290 <input type="checkbox"/> Sewer Pipe Bursting   |
| 225 <input type="checkbox"/> Dredging   | 295 <input type="checkbox"/> Soil Borings  |
| 230 <input type="checkbox"/> Fencing  | 300 <input type="checkbox"/> Soil Nailing  |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation                         | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc.                                  |
| 240 <input type="checkbox"/> Grading and Earthwork  | 310 <input type="checkbox"/> Street Construction   |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk                             | 315 <input type="checkbox"/> Street Lighting   |
| 242 <input type="checkbox"/> Hydro Excavating   | 318 <input type="checkbox"/> Tennis Court Resurfacing  |
| 243 <input type="checkbox"/> Infrared Seamless Patching                                     | 320 <input type="checkbox"/> Traffic Signals   |
| 245 <input type="checkbox"/> Landscaping, Maintenance                                       | 325 <input type="checkbox"/> Traffic Signing & Marking   |
| 246 <input type="checkbox"/> Ecological Restoration   | 332 <input type="checkbox"/> Tree pruning/removal  |
| 250 <input type="checkbox"/> Landscaping, Site and Street                                   | 333 <input type="checkbox"/> Tree, pesticide treatment of  |
| 251 <input type="checkbox"/> Parking Ramp Maintenance                                       | 335 <input type="checkbox"/> Trucking  |
| 252 <input type="checkbox"/> Pavement Marking   | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing                         | 399 <input type="checkbox"/> Other _____   |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation |  |
| 262 <input type="checkbox"/> Playground Installer   |  |

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- |  |   |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 X Metals  |
| 402 <input type="checkbox"/> Building Automation Systems   | 440 <input type="checkbox"/> Painting and Wallcovering                                |
| 403 <input type="checkbox"/> Concrete  | 445 <input type="checkbox"/> Plumbing   |
| 404 <input type="checkbox"/> Doors and Windows   | 450 <input type="checkbox"/> Pump Repair  |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications                             | 455 <input type="checkbox"/> Pump Systems   |
| 410 <input type="checkbox"/> Elevator - Lifts  | 460 <input type="checkbox"/> Roofing and Moisture Protection                          |
| 412 <input type="checkbox"/> Fire Suppression  | 464 <input type="checkbox"/> Tower Crane Operator                                     |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments                             | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems                     |
| 415 X General Building Construction, Equal or Less than \$250,000                                      | 465 <input type="checkbox"/> Soil/Groundwater Remediation                             |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000                   | 466 <input type="checkbox"/> Warning Sirens   |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000                           | 470 <input type="checkbox"/> Water Supply Elevated Tanks                              |
| 428 <input type="checkbox"/> Glass and/or Glazing  | 475 <input type="checkbox"/> Water Supply Wells                                       |
| 429 <input type="checkbox"/> Hazardous Material Removal  | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC)                          | 499 <input type="checkbox"/> Other _____  |
| 433 <input type="checkbox"/> Insulation - Thermal  |   |
| 435 <input type="checkbox"/> Masonry/Tuck pointing   |   |

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**

### **OVERTURE CENTER GARAGE SCREENING CONTRACT NO. 9244**

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).



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**END OF SECTION**

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**SECTION 01 00 00**  
**GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
  2. Work Covered by Contract Documents
  3. Contractor's Duties
  4. Contracts
  5. Time of Completion and Liquidated Damages
  6. Work Sequence
  7. Contractor Use of Public Rights-Of-Way
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  9. Definitions
  10. Measurement of Quantities
  11. Project Meetings
  12. Job Site Administration
  13. Submittals
  14. Temporary Utilities
  15. Traffic/Dust/Debris
  16. Special Controls
  17. Parking
  18. Security
  19. Cleaning
  20. Project Closeout
  21. Record Drawings

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. This work is the addition of screening to the upper levels of the Overture Center (OC), parking ramp in Madison, Wisconsin.
- B. The work to be done is shown on the plans/details and described in these specifications.
- C. Ramp construction:
1. Overture Center (OC) Ramp: Post-tensioned cast-in-place concrete.

1.3 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
  2. Tools, construction equipment, and machinery.
  3. Water, heat, and utilities required for construction not part of the existing ramp system.  
Other facilities and services necessary for proper execution and completion of work.

- B. Pay legally required sales, consumer and use taxes. Secure and pay for, as necessary for proper execution and completion of work and as applicable at time of receipt for bids:
  - 1. Permits
  - 2. Government fees
  - 3. Licenses
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of work.
- E. Contractor is responsible for complying with City Affirmative Action and Best Value Engineering requirements.
- F. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
- G. Appropriate modifications to Contract Documents will adjust necessary changes.
- H. Assume responsibility for work known to be contrary to such requirements, without notice.
- I. Enforce strict discipline and good order among employees. Do not employ on work, unfit persons or persons not skilled in assigned task.

#### 1.4 CONTRACTS

- A. Construct work to be completed as Lump Sum.

#### 1.5 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Construction is anticipated to start on or before February 6, 2023, and to be completed by February 5, 2024.
- B. The successful Contractor must agree to commence work on a date to be specified in a written Notice to Proceed and to fully complete by dates specified.
- C. Liquidated damages for failure to complete construction by given date shall be as stated in the third paragraph of Section 109.9 of the City of Madison Standard Specifications for Public Works Construction – most current year.
- D. Completion shall include all construction as outlined in the plans and specifications as well as removal of all materials, debris, barricades, and other construction related items from the site.
- E. Final project closeout shall be completed within 30 days of the construction completion date for all work addressed above. Final project closeout shall include, but not be limited to, submittal of warranties, lien waivers, wage rate compliance affidavits, documents of completed work, and proper pay applications
- F. Each day shall be defined as a twenty-four (24) hour period beginning at 12:01 a.m.

1.6 WORK SEQUENCE

- A. The Contractor will be allowed 15 parking stalls at the Overture Center parking garage. The parking structure will be open during the weekends. Additional parking spaces may be made available upon request and will be reviewed on a case by case basis. The Contractor shall make as many spaces available as possible.
- B. Contractor shall keep ramp attendant and cashier informed about the number of parking stalls out of service.
- C. Contractor shall conduct their work between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday unless written request for special circumstances is acceptable to the Owner. Contractor shall plan work and make request in writing at least seven days prior to deviation from normal.
- D. Dust protection must be in place prior to beginning work; refer to Traffic/Dust/Debris section (1.15).
- E. Prior to the weekend, the Contractor shall clean the site adequately and secure equipment to prevent vandalism, personal injury, or theft.
- F. The Contractor will be asked to reduce the number and type of parking spaces out of service for Special Events dates. The City will provide the Contractor with a schedule of dates. These dates will include but not be limited to Art Fair on the Square, IronMan, Taste of Madison, Mad City Marathon, Maxwell Street Days, and Freakfest (Halloween).
- G. Prior to start of work, the Contractor shall survey the existing utilities within and around the structure. Existing utilities include electrical lighting and conduits, water piping including sprinklers, and mechanical duct work. Existing utilities that are broken shall be brought to the attention of the Engineer. The Contractor at the Contractor's expense shall remove and/or protect in place existing utilities. Existing utilities damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense.
- H. Prior to the start of work, the Contractor in the presence of the Engineer and Owner shall inspect the condition of the drains in areas affected by the Contractor's work to determine that they are clean and in proper working order. During and at the completion of the project, the drains shall be in similar condition and working order as observed in the initial inspection.

1.7 CONTRACTOR USE OF PUBLIC RIGHTS-OF-WAY

- A. The General Contractors proposed use of the site may require a Street Occupancy Permit.
- B. The General Contractor shall make application for a Street Occupancy Permit before proceeding with work in any public right-of-way. At the time of application for a Street Occupancy Certificate, the Contractor shall provide a drawing showing construction site fencing, construction entrances, proposed placement of equipment, and traffic routing.
- C. A copy of the Street Occupancy Permit shall be at the job site during working hours.

- D. Peak hour traffic flow in Madison occurs between the hours of 7:00 a.m. and 8:30 a.m. and between 3:30 p.m. and 5:30 p.m., Monday through Friday. During these hours work that will interfere with the flow of traffic shall not be permitted on or in the street governed by this permit.
- E. All signing or barricading shall be done in conformance with the Federal "Uniform Manual on Traffic Control Devices".
- F. All pavement markings removed, disturbed or damaged shall be restored or replaced, in kind, by the City at the expense of the City.
- G. 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. - 4:00 p.m., 24 hours in advance of when you need the sign removed. This service is provided free of charge. If you remove the signs, you will be billed for reinstallation and any damage to the sign installation.
- H. NO MATERIALS shall be stored in the street or street right-of-way.
- I. A fence may be required around the occupancy area and the construction site depending on the Contractor's intended use. The occupancy area shall be considered part of the construction site. No stopping, standing or parking signs shall be installed, by the Contractor, on the fence surrounding the construction site.
- J. A clean, safe access route shall be provided to the parking ramp at all locations desired by the City of Madison, Parking Utility.
- K. "Sidewalk Closed Use Other Side" signs shall be installed at each end of the block when a portion of the block is closed to pedestrian traffic.

#### 1.8 CONTRACTOR USE OF PREMISES

- A. Confine operations at the site to areas permitted by law, ordinance, permits, and contract documents.
- B. Do not unreasonably encumber site with materials and equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on the premises. Construction equipment, shoring, tools, etc., shall not be stored in areas of the Owner's continued use.
- E. Move any stored products which interfere with operations of Owner or other Contractor.
- F. There is no storage for materials outside of Contractor's work area.

#### 1.9 DEFINITIONS

- A. CONTRACT DOCUMENTS - Contract documents for this project include but are not limited to:
  1. Specifications and Drawings for "City of Madison Overture Center Garage Screening".

2. General Conditions, which are included in the Standard Specifications for Public Works Construction, most current year, of the City of Madison, Department of Public Works. The Standard Specifications described above are available online at <https://www.cityofmadison.com/business/pw/specs.cfm>
3. Architectural and structural drawings for the original construction. Drawings are available for review at the City Department of Transportation office, Room 100, Madison Municipal Building, Madison, WI 53701.

B. DRAWINGS - Graphical description of the work to be performed, designated.

C. SPECIFICATIONS - Written description of the work to be performed, designated.

#### 1.10 PROJECT MEETINGS

A. Pre-Bid Meeting:

1. Refer to Section A: Advertisement for Bids and Instructions to Bidders

B. Pre-Construction Meeting:

1. Soon after award of Contract and prior to the start of construction, each Prime Contractor shall attend a pre-construction conference with representatives of the Owner and Engineer.
2. The Contractor shall have at the meeting responsible representatives from subcontractors who are to perform the work.
3. The Contractor shall submit the following information at the Pre-Construction Meeting:
  - a. Construction Schedule
  - b. List of Sub-Contractors
  - c. Procedures for dust control
  - d. Procedures for noise control
4. The Construction Schedule submitted by the Contractor shall describe in detail when each portion of the work is to be accomplished and subcontractors shall participate in the discussion. The Engineer will serve to interpret the Contract Documents should such questions arise. A representative of the Owner may also be present to discuss work to be completed by others in conjunction with this project and the Owner' partial occupancy and use of the garage during construction.
5. Any other questions that the Contractor or subcontractors have about the work or its scheduling shall be raised at this meeting.
6. Requirements for contract administration and construction operations will be defined for participants.
7. Prepare in reproducible form approved by the Engineer and include:
  - a. Breakdown of work activities in categories approved by Engineer, segmented as necessary to allow close monitoring of progress of the work during construction.
  - b. Order of work necessary to meet Time for Completion.
  - c. Breakdown of the work of all Subcontractors scheduled in cooperation with the Contractor's work.
  - d. Space for the additional display of actual performance on the schedule.
8. After necessary revisions and approval by the Engineer, provide two prints of project construction schedule to the Engineer.
9. Time, date, and place of the meeting will be determined by the Engineer.

C. Progress Meetings:

1. Bi-weekly project meetings will be held virtually or on-site as required by the Engineer's representative and Owner's representative for the purpose of coordinating and expediting the Work progress.
2. Attendance at project meetings by all Prime Contractors, or their authorized representative, is mandatory.
3. Date and time of the meetings will be determined at the pre-construction meeting.
4. Contractors shall give verbal reports of progress on the project, discuss the work schedule for the coming period and present all conflicts, discrepancies, or other difficulties for resolution.
5. Upon request of the Engineer, the contractor shall update the schedule to reflect changes required by actual conditions and indicate actual work completed. Provide the Engineer with same number of copies as required for original submission.
6. Show changes occurring since previous submission of schedule such as:
  - a. Major changes in scope.
  - b. Activities modified since previous submission.
  - c. Revised projections of progress and completion.
  - d. Other identifiable changes.
7. Provide a narrative report as needed to define:
  - a. Problem areas, anticipated delays, and the impact on the schedule.
  - b. Corrective action recommended, and its effect.
  - c. The effect of changes in schedules of other Prime Contractors.
8. Where work is not performed according to the Construction Schedule, a short narrative should be written by the contractor describing the cause of delay and intended action to remedy the delay.
9. When the work performed is not meeting the construction schedule, the Engineer may request that the contractor increase the labor and equipment being furnished in order to meet the schedule. Should the contractor choose not to follow the engineer's request he shall provide a written submittal explaining how the schedule is to be met without an increase in labor and equipment.
10. Meeting minutes will be distributed within two (2) business days of the meeting by the Engineer and will serve as the meeting agenda for the next progress meeting.

#### 1.11 JOB SITE ADMINISTRATION

- A. The Contractor shall always have at the site of the work, while work is in progress, a superintendent or foreman having authority both to receive orders from the Engineer and to act for the Contractor.
- B. The Engineer will have a representative on-site four (4) hours per week on average during progress of the work.
- C. The Engineer's inspections and project coordination shall take place between regular business hours of 7 a.m. to 5 p.m. The Contractor will take all necessary steps to allow the Engineer to carry out the Engineer's duties without interference by noise, dust, or other construction activities.

#### 1.12 SUBMITTALS

- A. General:
  1. Refer to General Conditions for basic requirements for all submittals.



2. Refer to technical specifications for all submittals required.
- B. Submittal Requirements:
1. Project information shall be first sent to the Engineer.
  2. Schedule submittals at least 14 days before the time that reviewed and approved submittals will be needed.
  3. Accompany submittals with transmittal letter containing the date, project title and number, Contractor's name and address, the quantity of items submitted, notifications of any deviations from Contract Documents, the Section of Work and other pertinent data.
- C. Schedules:
1. Refer to Project Meetings.
- D. Subcontractor and Materials List:
1. The Subcontractor and major suppliers list shall be submitted on or before the first pre-construction meeting.
  2. The Engineer will promptly review list and indicate in writing approval or disapproval of subcontractors and/or materials. Resubmit revised list, upon disapproval of any item, until such time as approval of all items has been obtained from the Engineer.
  3. Use of unspecified or unapproved materials and equipment will not be permitted.
- E. Schedule of Values:
1. Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values of the various portions of the Work, including quantities if required by the Engineer, aggregating the total Contract Sum, divided to facilitate payments to Subcontractors.
  2. Prepare a schedule of values in such form and supported by such substantiating data as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.
- F. Material Safety Data Sheets:
1. Contractor shall submit Material Safety Data Sheets for all products they intend to use on the project.
- G. Test Reports and Data:
1. Submit test reports and data where required by technical specifications. Results of testing, including concrete cylinder breaks, shall be submitted to the Contractor and the Engineer.
- H. Application for Payment:
1. Progress payment (no more frequent than once a month) the Contractor shall use AIA Documents G702 and G703 Application and Certificate for Payment or similar.
- I. Record Drawings:
1. At time of final acceptance and prior to final payment, Contractor to provide record documents to Engineer.
- J. Guarantees, Warranties, and Certificates:
1. Submit all guarantees, warranties, and certificates to the Engineer prior to final payment.

### 1.13 TEMPORARY UTILITIES

- A. The Contractor shall arrange for, obtain and pay for all temporary utilities necessary to complete the work except as stated otherwise in these specifications.
- B. WATER: The Owner, during non-freezing conditions, will provide needed water for the Contractor's use. This shall consist of the existing water supply in the ramp. Water requirements beyond what is supplied in the garage shall be the responsibility of the Contractor and paid for by the Contractor. Water shall be used prudently. Connections are the responsibility of the Contractor.
  - 1. The Contractor shall not permit water to run uncontrolled off of their work site or be carried airborne off the site or onto vehicles and persons occupying part of the site. To prevent this, suitable enclosures shall be provided.
  - 2. The Contractor shall meet the DNR waste water regulations for construction site runoff requirements.
  - 3. The Contractor shall inspect all existing hose bibs for damage prior to use. Any damage to hose bibs after Contractor use shall be paid by the Contractor. Hose bibs shall be operated by owner-supplied devices, not by tools.
- C. ELECTRICAL AND LIGHTING: The Contractor shall provide all temporary electric power and connections necessary for the Contractor's work. The Contractor can use the existing 110/220 volt service in the ramp. The Owner will provide the existing lighting. Supplementary lighting, if necessary, shall be provided by the Contractor.
- D. DRAINS, SUMPS AND SEWERS: The Contractor shall not permit debris, or other deleterious contaminants to be washed down drains within the garage and be discharged into the City sewer system. The Contractor shall meet the DNR waste water regulations of 40 milligrams of solids per liter measured at the discharge from the sump pit. The Contractor shall provide filters, settling tanks or other methods necessary to meet these requirements.
- E. TELEPHONE: The Contractor shall provide temporary telephone service to the job site. This service shall consist of at least a cellular phone for the Contractor's purpose.
- F. TOILETS: The Contractor shall provide and maintain suitable, weather tight, sanitary toilet facilities for all workers during construction period. When toilet facilities are no longer required, promptly remove from site, disinfect, and clean or treat the area as required.
  - 1. The Contractor shall keep all toilet facilities clean and supplied with toilet tissue at all times. Maintain facilities in accordance with requirements of applicable building codes.
- G. PROJECT SIGN: No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building or premises, except the name of each contractor on their office or material shed.
- H. EXPLOSIVES: Use of explosives, for any purpose, is prohibited.
- I. FIRST AID: The Contractor shall provide temporary first-aid facilities on the site.
- J. FIRE PROTECTION: The Contractor shall provide temporary fire protection as required by federal, state, and local laws and ordinances.

1.14 TRAFFIC/DUST/DEBRIS

- A. The Contractor shall provide personnel, signs, barricades, lights and warning devices to control the orderly flow of traffic, both inside and outside of the garage where needed, and prevent pedestrians and cars from entering areas of the Contractor's operations. The traffic devices shall meet the requirements of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices.
- B. The Owner will continue to use the building during the renovation. The Contractor must schedule and arrange the work so as to maintain access to undisturbed parking areas. Short interruptions in traffic flow may be permitted but must be scheduled and written approval given by the Engineer seven (7) days prior to the planned interruption. During these interruptions, the Contractor shall provide personnel and signage to direct traffic within the structure.
- C. Traffic control signs may be necessary several bays removed from the actual work area to maintain an orderly flow of traffic. The Owner shall make the final determination as to the required limit of traffic control.
- D. The Contractor shall move these signs, barricades, lights and warning devices as necessary as the location of the work within the garage changes and previously worked-in areas are occupied by the Owner.
- E. Contractor will provide appropriate signage warning the public of the construction area and directing them to exits. They shall provide and maintain necessary walkway with appropriate protective railings and enclosures required to prevent bodily injury to the public and maintain normal public usage during course of construction.
- F. The General Contractor shall provide temporary barriers around areas of overhead removal to prevent damage or injury from flying debris associated with this work. Barriers shall consist of plywood screen walls or reinforced polyethylene extending from the top of floor to the underside of the floor above and supported by steel post shores or Ellis post shores.
- G. Where possible, hoses, electrical cords, etc. shall be located overhead. Whenever such items are located in traffic paths, plywood coverings with adequate signs shall be provided.
- H. General Contractor shall provide and maintain necessary safe passage through the areas being restored to prevent bodily injury to the public and to maintain normal public usage during course of construction. Engineer's approval required for all proposed temporary exit ways or walkways.
- I. The Contractor shall erect temporary enclosures around the area of work, including areas adjacent to stairwells, driving lanes, parapets, walkways, etc. The Contractor shall provide adequate protection to prevent damage or injury from flying debris associated with this work. Barriers shall consist of plywood screen walls or reinforced polyethylene extending from the top of floor to the underside of the floor above and supported by steel post shores or Ellis post shores.
- J. Dust protection is required around work area and shall be fastened tight to the floor and ceiling above. Flexible duct work or similar shall be used in addition to fans to vent work areas to the outside. Exhaust air shall be filtered, and filters maintained to prevent escaping dust. Dust protection must be in place prior to any concrete removal.

- K. The Contractor shall be responsible for maintaining any means of egress required by governing codes, for the continued use of the parking facility. Enclosures which limit the means of egress from the structure shall have provisions for emergency egress through the partitions.
- L. Dust filters shall be erected to limit dust being carried from the site. Contractor shall use crack router with vacuum attachment to eliminate dust from this process. Water shall be used during concrete removal, sawing, etc. to hold down dust.
- M. Removal areas need to be covered during times contractor is not present to prevent pedestrians from entering Contractor's area of work. Removal areas in public pathways shall be covered with steel plates.
- N. The Contractor shall maintain access to undisturbed parking areas.
- O. All Contractors shall comply with applicable OSHA regulations.
- P. Floor drains shall be protected from ingress of construction/demolition debris as a result of the Work prior to work being performed.

#### 1.15 SPECIAL CONTROLS

- A. **NOISE CONTROL:** Contractor shall confine hours of work from 7:00 a.m. to 7:00 p.m. Monday through Friday except holidays. Noise levels shall be held to a minimum at all times considering the nature of the work and are subject to City ordinance.
  - 1. Contractor shall erect noise control around work areas for primary goal of minimizing construction work noise affecting the parking attendant's booth. Noise control shall consist of insulating blankets, batt insulation, or other similar means. Noise control shall be erected along edge of work area directly in line with attendant booths and shall return along the work area a distance sufficient in controlling the construction noise.
  - 2. The Contractor shall erect sound barriers around all equipment including air compressors that will sit outside the ramp.
- B. **SPECIAL RESPONSIBILITIES:** The Contractor shall be responsible for damages to vehicles in or near the garage, resulting from their operations. The Contractor shall settle claims within 30 days of receipt of claim.
- C. **POLLUTION CONTROL:** All internal combustion engines used in the Contractor's work and operating in a fixed location while running shall have their exhaust piped to the outside of the building and directed away from this building or any adjacent structures so as to prevent accumulation of fumes or carbon stains on the surfaces of the structure.
  - 1. Compressors may be located on the roof level of the ramp. Care shall be taken to prevent the exhaust from entering the attendant booth air intake ducts.
  - 2. Place plywood or other suitable material below compressors to protect the substrate from grease, oil, and other debris.

#### 1.16 PARKING

- A. Parking of vehicles and equipment required for construction purposes shall be in the Contractor's designated work areas. No parking will be provided for employees of any Contractor on site. Any

vehicle in the parking ramp not parked within the construction area, which are required for this project, will be charged for parking.

- B. All Contractors and their employees shall cooperate with the General Contractor and others in the parking of vehicles to avoid interference with normal construction activities.
- C. Do not obstruct existing service drives and parking areas outside the Contractor's work area with equipment, materials and/or vehicles. Keep accessible for Owner's use at all times.

#### 1.17 SECURITY

- A. The Contractor shall provide for the security of materials and equipment stored at the site. Material and equipment shall not be stored in areas which the Owner continues to use. The Contractor may store equipment and materials in areas in which the Contractor is working; otherwise they shall be removed from the site.

#### 1.18 CLEANING

##### A. General:

1. Each Contractor shall keep premises free of accumulation of surplus materials and debris resulting from their operations and the operations of Subcontractors.
  - a. Do not throw debris from ramp.
  - b. Remove all debris from premises.
  - c. No burning of debris on premises allowed.
  - d. Do not use Owner's dump containers.
2. At a minimum, remove debris dumpster weekly and additionally as required by the Engineer. Keep interior of ramp free at all times of unattended combustible debris.
3. Drive lanes, adjacent to work area, shall be cleaned daily to eliminate airborne dust.
4. Remove all tools, equipment, scaffolding and temporary facilities immediately when no longer required for execution of the work.
5. The Contractor shall "broom clean" all floors within and adjacent to work areas as construction progresses to eliminate dirt and trash accumulation and maintain proper project cleanliness. Stair towers and areas of pedestrian traffic flow shall be "broom-clean" daily. Unless work area is secured against entry by pedestrians, all rubble shall be removed from ramp surface and all open holes shall be covered with steel plates.

##### B. Safety Requirements:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.
4. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
5. Do not burn or bury waste materials on the project site.
6. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm and sanitary drains.

##### C. Materials:

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
2. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

- D. Submittals:
  - 1. Submit plan for disposal of waste.
  
- E. Cleaning During Construction:
  - 1. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulation of waste materials.
  - 2. Wet down dry materials to lay dust and prevent blowing dust.
  - 3. At daily intervals during progress of work, clean site and public properties, and dispose of waste materials. Prior to any removal, the Contractor shall submit their plan for confining, collecting, and disposal of waste material as a result of the Contractor's removal operations.
  - 4. Provide on-site dump container for collection of waste materials. Contractor shall coordinate with Owner for location of dumpster.
  - 5. Remove waste materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
  - 6. Schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not fall on wet, newly painted surfaces or adjacent parked cars.
  
- F. Final Cleaning:
  - 1. Immediately prior to final inspection, the Contractor shall clean all surfaces to condition acceptable for immediate occupancy by the Owner and remove all foreign matter from all finished items.
  - 2. The Contractor shall leave all work clean in all respects, ready for use and occupancy by the Owner without additional work.
  - 3. Employ experienced workers, or professional cleaners, for final cleaning.
  - 4. In preparation of substantial completion or occupancy, conduct final inspection of sight exposed interior and exterior surfaces, and of concealed spaces.
  - 5. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
  - 6. Water blast and broom clean to remove dust and debris from paved surfaces, walls, ceilings and stairs. Hand wash with rags, sponges or equivalent, all railings, pipes, windows, door frames, light fixtures, etc. and rinse, from within work areas and other areas affected by construction. If dust protection is not erected and maintained to prevent dust and debris from being tracked through the structure, the Contractor will be required to perform final cleaning procedures throughout the structure from the top level to the basement.
  - 7. Remove debris from drains and sumps and check that drains are again operable.

#### 1.19 PROJECT CLOSEOUT

- A. Completion:
  - 1. All work shall be complete when written notice requesting final inspection is submitted to the Engineer.
  
- B. Guarantees, Bonds, and Affidavits:
  - 1. Required prior to final payment is made. Submit all required written documents including guarantees, bonds, and affidavits.
  - 2. Guarantees shall extend the full period of the required guarantee period after:
    - a. Replacement of work found defective during guarantee period at any time after completion.
    - b. Repair of inoperative items or adjustments to proper working condition of items not operating properly at time of inspection at completion.
    - c. Completion of work not completed at time of completion.

3. Items of equipment or material bearing a guarantee of the manufacturer or supplier longer than that described in the City of Madison Standard Specifications for Public Works Construction – most current year, shall not serve to release the manufacturer or supplier from their obligation to repair or replace such items within the limits of their guarantee after expiration of guarantees required by these specifications.

1.20 RECORD DRAWINGS

- A. Required prior to final payment is made.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

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SECTION 05 15 13  
WIRE ROPE ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Stainless steel structural support wire rope assemblies.
  - 1. Structural Ties.
  - 2. Suspension Cables.
  - 3. Tension Elements.
- B. Stainless steel fabric structure wire rope assemblies.
  - 1. Membrane Structures.
- C. Stainless steel structural support rod assemblies.
  - 1. Suspension Rods.
  - 2. Tension Elements.
  - 3. Structural Ties.
- D. Stainless steel protective barrier netting wire rope assemblies.

1.2 RELATED SECTIONS

- A. Section 05 50 00 - Metal Fabrications.

1.3 REFERENCES

- A. American Iron and Steel Institute (AISI) - Manual of Steel Construction; Design, Fabrication and Erection of Structural Steel Buildings.
- B. American Iron and Steel Institute (AISI) - Steel Product Manual; Stainless and Heat Resisting Steel.
- C. American Iron and Steel Institute (AISI): The Design of Fabrication of Cold Formed Steel Structures.
- D. ASTM A 276 - Stainless and Heat-Resisting Steel Bars and Shapes.
- E. ASTM A 380 - Practice for Cleaning and Descaling Stainless Steel Parts, Equipment and Systems.
- F. ASTM A 492 - Specification for Stainless Steel Rope Wire.
- G. ASTM A 555 - Stainless Steel Wire.
- H. ASTM A 582 - Specification for Free-Machining Stainless and Heat-Resisting Steel Bars.
- I. ASTM B 912 - Specification for Passivation of Stainless Steels Using Electropolishing.
- J. ASTM F 1145 - Specification for Turnbuckles, Swaged, Welded, Forged.
- K. MIL-C-5688 - Pre-Stretching and Proof-Testing of Wire Rope Assemblies.

#### 1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Structural Requirements: Provide stainless steel wire rope assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated on the Drawings:
  - 1. Components: to withstand dead load, applicable snow load, vertical and horizontal seismic loads, and design loads due to pressure and suction of wind calculated in accordance with applicable building code.
  - 2. Cooperate with regulatory agency or authority and provide data as requested authority having jurisdiction.
  - 3. Primary and secondary support framing shall comply with current issues of AISC, AISI, and ASTM specifications, as applicable.
  - 4. Design supports and hardware to withstand loads encountered without excessive deflection or distortion when cables are tensioned to required loading and to conform to building codes.
- B. Wire rope assemblies shall be designed, fabricated, and installed to accommodate expansion and contraction of metal components without causing undue stress, buckling, opening of joints, and distortion.
- C. Design supports and hardware to withstand loads encountered without excessive deflection or distortion when cables are tensioned to required amounts required to conform to applicable building codes.
- D. Components shall be free from defects impairing strength, durability and appearance. Exposed surfaces throughout system shall have same inherent texture and color for similar locations.
- E. Design system to prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- F. Exposed fasteners shall be of same materials, color and finish as material to which applied. Exposed surfaces throughout project shall have same inherent texture and color for similar locations.

#### 1.5 SUBMITTALS

- A. Division 01 – General Requirements: Submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog data for specified products demonstrating compliance with referenced standards. Provide list of fittings being provided with descriptions, load capabilities, and either photographs or drawings for each type.
- C. Shop Drawings: Submit Shop Drawings for fabrication and installation. Include the following:
  - 1. Plans, elevations, and detail sections.
  - 2. Indicate materials, methods, finishes, fittings, fasteners, anchorages, and accessory items.
  - 3. Provide setting diagrams and templates for anchorages, sleeves, and bolts to be installed by others.
  - 4. Where materials or fabrications are indicated to comply with design loadings, include material and safety factor properties, and other information needed for structural

analysis.

- D. Verification Samples: Two samples representing actual products and finishes as follows:
  - 1. Wire rope with fitting, minimum size 12 inches (300 mm) long.
  - 2. Typical fittings.
- E. Installation Instructions: Manufacturer's printed installation instructions.
- F. Operation and Maintenance Data: Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.
- G. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturer of stainless steel wire rope, fittings, and other stainless steel components with 10 years minimum experience.
- B. Installer Qualifications: Experienced in performing work of this section that has specialized in installation of work similar to that required for this project.
- C. Mock-Up: Provide a mock-up for evaluation of preparation techniques and installation workmanship.
  - 1. Locate in areas designated by Architect.
  - 2. Size: Minimum of 10 SF and including typical anchors and connections.
  - 3. Do not proceed with remaining work until workmanship is approved by Architect.
  - 4. Rework mock-up as required to produce acceptable work.
  - 5. Retain mock-up during construction as quality standard.
  - 6. Incorporation: Incorporate mock-up into final construction.
- D. Preinstallation Meetings: Conduct meetings including Contractor, Architect, fabricator, installer and other subcontractors whose work involves wire rope assemblies to verify project requirements, foundations, supports, framing and support conditions, mounting surfaces and manufacturer's installation requirements.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. All individual parts and packages of identical parts are to be clearly marked for identification. The packing list shall include the description, quantity and piece mark of the parts, components, and elements.
- C. Handle and store products according to manufacturer's recommendations. Leave products wrapped or otherwise protected and under clean and dry storage conditions until required for installation.
- D. Exercise care not to scratch, mark, dent, or bend metal components during delivery, storage, and installation.

#### 1.8 PROJECT CONDITIONS

- A. Division 01 – General Requirements: Coordination and project conditions.

- B. Verify actual openings by field measurements before fabrication; show recorded measurements on shop drawings.
- C. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Jakob Rope Systems, <https://www.jakob-usa.com>
- B. Substitutions: In accordance with Division 01 – General Requirements.
- C. Provide all cable, materials, fittings and components from a single manufacturer.

### 2.2 ASSEMBLIES

- A. Provide stainless steel wire rope assembly components as specified and as indicated on the Drawings. Manufacturer shall engineer and fabricate components and assemblies for installation. Design requirements for individual components and wire rope shall be as indicated on the Drawings.
- B. Stainless steel structural support wire rope assemblies including.
  - 1. Structural Ties.
  - 2. Suspension Cables.
  - 3. Tension Elements.
- C. Stainless steel fabric structure wire rope assemblies including.
  - 1. Membrane Structures.
- D. Stainless steel structural support rod assemblies including.
  - 1. Tension Elements.
  - 2. Structural Ties.
- E. Stainless steel protective barrier netting wire rope assemblies.

### 2.3 WALL MOUNTING SPACERS/BRACKETS

- A. Provide wall mounting spacers, brackets and fittings required for attachment and connection to the structure and for support of stainless steel wire rope, wire netting, and metal rod as indicated on the Drawings.
- B. Spacer Clearance and Load:
  - 1. Wall Clearance: three (3) inches.
  - 2. As selected by manufacture to suit application and design requirements specified.
- C. Mounting Types: Fabricate from AISI Type 316 and 316L stainless steel complying with ASTM F 1145. Provide sizes and types as required to meet project design conditions specified and indicated on Drawings including:
  - 1. Through Hole in Wood: Headless screw with nut and check nut on the back and a from ring nut with support washer on the front.
  - 2. Screw-In Nut for Wood: Internal threaded device that accepts the threaded rope holder

- or headless screw device.
  - 3. Perforated Hollow Wall Anchor: Masonry or concrete anchor set with two-component adhesive with internal threads to accept threaded rope holder or headless screw device.
  - 4. Bolt Anchor with Internal Thread: Expansion bolt for concrete with internal threads to accept threaded wall fittings.
  - 5. Externally Insulated Facades: Expansion bolt for concrete with insulated support tube spacers and internal threads to accept externally threaded wall fittings.
  - 6. Shop applied swaged rope ends: Threaded external and internal swivel ends, turnbuckles, tensioning screws, end stops, clevis ends, eye ends, loop ends, and end cones.
- D. Stainless Steel Bars and Shapes: Type 316 stainless steel conforming to ASTM A 276. Provide sizes and shapes as required to meet project design conditions specified and indicated on Drawings.

#### 2.4 WIRE ROPE

- A. Material: ASTM A 492 and ASTM A 555, Type 316 stainless steel. Fabricate wire rope with integral colored filament designating specific manufacturer.
- B. Type, diameter, and breaking load including safety factor per manufacturer's recommendation.
- C. Length: Provide wire rope tendons in lengths indicated on Drawings and approved shop drawings.
  - 1. Provide optimum adjustment in both directions by calculating final tendon lengths with allowance for tensioning fittings with 2/3 open and with 1/3 of thread length engaged.
  - 2. Measure tendon length from center of pin to center of pin, or center of eye to center of eye.

#### 2.5 WIRE NETTING

- A. Material: Parallel stainless steel wire ropes connected by reciprocally curved offset sleeves or clamps such that ropes are neither knotted nor crossed. Wire rope shall be fabricated from cold-drawn, AISI Type 316 stainless steel wire complying with ASTM A 492 and ASTM A 555.
- B. Type, diameter, and breaking load including safety factor per manufacturer's recommendation.
- C. Perimeter configurations:
  - 1. Perimeter type and application as recommended by manufacturer, suitable for
    - a. Vertical installation.
    - b. Horizontal installation.

#### 2.6 FITTINGS AND CONNECTORS

- A. Provide fittings and connectors required for wire rope assemblies and for attachment and connection of stainless steel wire rope, wire netting and metal rods to support framework and substrates.

- B. Fitting minimum breaking strength:
  1. As selected by manufacturer to suit application and design requirements specified.
- C. Types: Fabricate from AISI Type 316 and 316L stainless steel complying with ASTM F 1145. Provide sizes and types as required to meet project design conditions specified and indicated on Drawings and reviewed shop drawings including:
  1. Shop applied swaged rope ends: Threaded external and internal swivel ends, turnbuckles, tensioning screws, end stops, clevis ends, eye ends, loop ends, and end cones.
  2. Screwed rope ends for on-site assembly: Threaded external and internal swivel ends, turnbuckles, tensioning screws, end stops, clevis ends, eye ends, loop ends, and end cones.
  3. Clamps: Ring clamps, cross clamps, wire rope clamping cones, and connecting wire rope clamps.
  4. Post fittings: Straight, angled, and spherical
  5. Anchoring systems: Studs, clevis, eye end, eye bolt, slotted, spacer baskets, radial clevis holder, cross clamp with support disk, slotted rope deflector, ball cage.
- D. Accessories: Provide threaded couplings, tensioning screws, cover disks, eye bolts, eye nuts, carabineers, shackles, clips, welded rings, screws, washers, lock nuts, hexagonal nuts, dome nuts, wall anchors, screws, and wire end caps as required to complete the installation.

## 2.7 FINISH

- A. After fabrication, clean and de-scale stainless steel wire rope, fittings, and other components in accordance with ASTM A 380.
- B. Wire rope, fittings, and other components shall receive a black oxide finish.

## 2.8 FABRICATION

- A. Tolerances: Verify dimensions on site prior to shop fabrication.
- B. Fabricate stainless steel in accordance with AISI Steel Product Manual and the manufacturers requirements.
- C. Shop fabricate to designs indicated on Drawings and to meet performance requirements specified.
- D. Shop fabricate fittings, interfacing parts and assemblies so that field cutting adjustments are not necessary.
- E. Coordinate requirements, dimensions and spacing of wire rope assemblies to ensure required factory drilled holes in supporting framework are correctly located.
- F. Make exposed joints butt, flush, and hairline.
- G. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Before beginning installation, verify that conditions installed under other sections are acceptable for installation of cable trellis systems in accordance with manufacturer's installation instructions.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate Sections.
- C. Verify supporting system for stainless steel wire rope assemblies is prepared for attachment of anchors, fittings, wire rope, and wire netting and transfer of calculated loads.
- D. If conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Verify alignment, support dimensions, and tolerances are correct.
- B. Inventory components to ensure all required items are available for installation. Inspect components for damage. Remove damaged components from site and replace.
- C. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.

### 3.3 INSTALLATION

- A. Install wire rope assemblies in accordance with manufacturer's instructions and the approved shop drawings.
- B. Provide anchorage devices and fittings to secure to in-place construction, including threaded fittings for concrete inserts, toggle bolts, and through-bolts.
- C. Install components plumb, level, square, and rigid without kinks or sags.
- D. Anchor to mounting surfaces as indicated on the Drawings.
- E. Separate dissimilar materials with bushings, grommets, or washers to prevent electrolytic corrosion.
- F. Use only manufacturer's supplied cable hardware.
- G. Ensure cables are clean, parallel to each other, and without kinks or sags.
- H. Tension cable with hand or hydraulic equipment so that no slack is visible.
- I. After final adjustment provide tamper resistant lock-tight materials on all fittings.

### 3.4 ADJUSTING AND CLEANING

- A. Adjust wire rope tension and connecting hardware.
- B. Remove temporary coverings and protection of adjacent work areas. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.
- C. Do not use abrasive cleaners.

- D. Remove from project site and legally dispose of construction debris associated with this work.

### 3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.
- C. Protect installed products and finished surfaces from damage during construction.
- D. Replace defective or damaged components as directed by Architect.

END OF SECTION



**SECTION 05 50 00  
METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Shop fabricated steel items.
- B. Screening support steel

**1.02 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- D. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- E. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2019, with Editorial Revision (2020).
- F. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- G. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- H. AWS D1.2/D1.2M - Structural Welding Code - Aluminum 2014, with Errata.
- I. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel 2018.
- J. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 2004.
- K. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic) 2019.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

**1.04 QUALITY ASSURANCE**

- A. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.
- B. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

**PART 2 PRODUCTS**

**2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M.

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**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CONTRACT TITLE OVERTURE CENTER GARAGE SCREENING**

**CONTRACT NO. 9244**


Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. N/A through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of Berglund Construction Company (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Illinois a partnership consisting of N/A; an individual trading as N/A; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

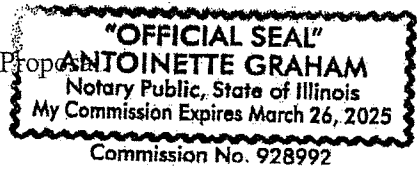
  
\_\_\_\_\_  
SIGNATURE

President - Restoration  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this 1st \_\_\_\_\_ day of December \_\_\_\_\_, 20 22 \_\_\_\_\_.

  
\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires \_\_\_\_\_

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



Contract 9244 – Berglund Construction Company

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

N/A

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

**CONTRACT NO. 9244**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

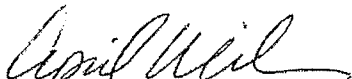
Prime Bidder Information


Company:	Berglund Construction Company
Address:	1650 West Miller Parkway, Milwaukee, WI 53214
Telephone Number:	773-374-1000
Fax Number:	
Contact Person/Title:	John McHugh, Vice President - Restoration/Chief Estimator

Prime Bidder Certification

Name:	Jack Tribbia
Title:	President - Restoration
Company:	Berglund Construction Company

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

  
\_\_\_\_\_  
Witness' Signature

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

December 1, 2022  
\_\_\_\_\_  
Date





December 1, 2022

RE: Overture Center Garage Screening  
Madison, Dane County, WI  
SBE Compliance – Good Faith Effort

To Whom It May Concern:

Berglund wishes to consider this good faith effort in consideration of the SBE project goal. The scope of work requires installation of a proprietary cable fall protection system manufactured outside of the United States. The system to be installed is unique and requires specialized skilled labor familiar with installing similar products. Berglund received the SBE directory and spoke with the manufacture of the specified system to see if any contractors were cable of the installation. At this time no contractors listed in the directory would be able to install the system. If suppliers would be considered under the SBE goal, we believe the 3% goal might be achievable. Please accept this letter as our good faith effort.

Sincerely,

John McHugh  
Chief Estimator | Vice President - Restoration

Illinois  
Indiana  
Florida  
Ohio  
Wisconsin



**OVERTURE CENTER GARAGE SCREENING**

CONTRACT NO. 9244

DATE: 12/1/22

**Berglund Construction  
Company**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90000 - The Contractor shall provide a Lump Sum bid for the work and materials as shown on Plans and Described in the Specifications.			
- LS	1.00	\$398,000.00	\$398,000.00
<b>1 Items</b>	<b>Totals</b>		<b>\$398,000.00</b>

## **SECTION G: BID BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee; for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

### **OVERTURE CENTER GARAGE SCREENING CONTRACT NO. 9244**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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.

Seal PRINCIPAL

Berglund Construction Company

Name of Principal

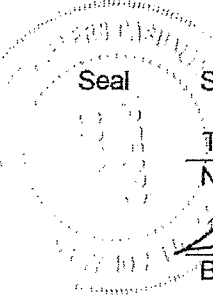
*[Handwritten Signature]*

By

December 1st, 2022

Date

*Jack Turzka, Resident - Restorations Division*  
Name and Title



Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety

*[Handwritten Signature]*

By

December 1st, 2022

Date

David C. Banks

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2145892 for the year 2022, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

December 1st, 2022

Date

*[Handwritten Signature]*

Agent Signature

321 E. Cole Avenue

Address

Wheaton, IL 60187

City, State and Zip Code

630-784-0966

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



STATE OF ILLINOIS  
COUNTY OF COOK



I, Oscar F. Rincon a Notary Public in and for said County, do hereby  
certify that David C. Banks Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 18<sup>th</sup> day of December A.D. 20 22

Oscar F. Rincon  
Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C. Banks of Wheaton/Crestwood, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

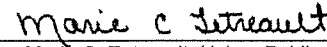
By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

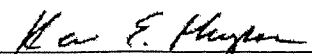
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **December** 20**17**



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of January in the year Two Thousand and Twenty-Three between BERGLUND CONSTRUCTION COMPANY 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 JANUARY 3, 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:

### OVERTURE CENTER GARAGE SCREENING CONTRACT NO. 9244

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 THREE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 (\$398,000.00) 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 Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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



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

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

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

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

**OVERTURE CENTER GARAGE SCREENING  
CONTRACT NO. 9244**

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:

April Weil 12/15/22  
Witness Date

Elizabeth Zandbergen 12/15/22  
Witness Date

**BERGLUND CONSTRUCTION COMPANY**

[Signature] 12/15/22  
Company Name President Date

[Signature] 12/15/22  
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature] 1/17/2023  
Finance Director Date

[Signature] 1/23/23  
Witness Date

[Signature] 01/12/23  
Witness Date

Approved as to form:

[Signature] 1/19/23  
City Attorney Date

[Signature] 1/23/2023  
Mayor Date

[Signature] 1/12/23  
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **BERGLUND CONSTRUCTION COMPANY** as principal, and Travelers Casualty and Surety Company of America Company of Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 (\$398,000.00)** 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:

OVERTURE CENTER GARAGE SCREENING  
CONTRACT NO. 9244

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 4th day of January, 2023

Countersigned:

**BERGLUND CONSTRUCTION COMPANY**

Company Name (Principal)




Witness



President

Seal

Jack Tribbia, President of Restoration



Secretary

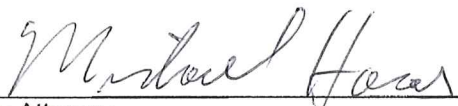
Approved as to form:

Travelers Casualty and Surety Company of America

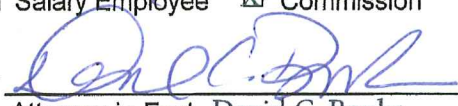
Surety

Seal

Salary Employee  Commission




City Attorney

By 

Attorney-in-Fact David C. Banks

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2145892 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.

January 4th, 2023  
Date



Agent Signature

David C. Banks, Attorney-In-Fact



STATE OF ILLINOIS  
COUNTY OF COOK



I, Oscar F. Rincon a Notary Public in and for said County, do hereby  
certify that David C. Banks Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 4th day of January A.D. 20 23

Oscar F. Rincon  
Notary Public







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C. Banks of Wheaton/Crestwood, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of January 2017



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**