

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 10/23/2017

Contract between: Michels Corporation
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: CIPP Rehab of Large Diameter Storm Sewer

Contract No.: 8041
 Enactment No.: RES-17-00831
 Dollar Amount: 182,893.30

File No.: 49000
 Enactment Date: 10/19/2017

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------|
| City Clerk | 10-23-17 | 10-23-17 |
| Director of Civil Rights | 10.23.17 | 11.2.17 FNJ |
| Risk Manager | 11-3-17 | 11.3.17 me |
| Finance Director | 11.3.17 | 11/3/17 mCR |
| City Attorney | 1418 11-6-17 | 11-6-17 |
| Mayor | 11.06.17 | 11.06.17 |

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

Original + 2 Copies

10/23/2017 10:09:29 enjls - Kyle Frank 266-4098

Johanna?

RUSH

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: \$182,893.⁰⁰
 AA Plan: Pending Approved N/A
 Amendment / Addendum # N/A
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 49000 **Version:** 1 **Name:** Awarding Public Works Contract No. 8041, CIPP Rehab of Large Diameter Storm Sewer.

Type: Resolution **Status:** Passed

File created: 9/25/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 10/17/2017 **Final action:** 10/17/2017

Enactment date: 10/19/2017 **Enactment #:** RES-17-00831

Title: Awarding Public Works Contract No. 8041, CIPP Rehab of Large Diameter Storm Sewer.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8041.pdf

| Date | Ver. | Action By | Action | Result |
|------------|------|-----------------------|--|--------|
| 10/17/2017 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| 10/4/2017 | 1 | BOARD OF PUBLIC WORKS | | |
| 9/25/2017 | 1 | Engineering Division | Refer | |

The proposed resolution awards the contract for the CIPP rehab of large diameter storm sewer pipes at total cost of \$197,520. Funding is provided by stormwater utility GO borrowing adopted in the 2017 capital budget within the CIPP Lining Storm Sewer capital program (MUNIS 11728).

MUNIS:
11728-84-174

Awarding Public Works Contract No. 8041, CIPP Rehab of Large Diameter Storm Sewer.
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 bidders 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. 8041) for itemization of bids.

5012

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8041
CIPP REHAB OF LARGE DIAMETER STORM SEWER

MICHELS CORPORATION

\$182,893.30

Acct. No. 11728-84-174:54445(91381)
Contingency 8%±

\$182,893.30
14,626.70

GRAND TOTAL

\$197,520.00

Demographics

Company Name: Liberty Mutual Insurance Company
Short Name:
SBS Company Number: 54219414
NAIC CoCode: 23043
FEIN: 04-1543470
Domicile Type: Foreign
State of Domicile: Massachusetts
Country of Domicile: United States
NAIC Group Number: 111 - LIBERTY MUT GRP
Organization Type: Stock
Date of Incorporation: 01/01/1912
Merger Flag: No

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

175 BERKELEY ST
 BOSTON, MA 02116
 United States

Statutory Home Office Address

175 Berkeley St
 Boston, MA 02116
 United States

Main Administrative Office Address

175 Berkeley St
 Boston, MA 02116
 United States

Phone, E-mail, Website

Phone

| Type | Number |
|-------------------------------------|----------------|
| Mailing Primary Phone | (617) 357-9500 |
| Mailing Fax Phone | (617) 574-5955 |
| Statutory Home Office Primary Phone | (617) 357-9500 |
| Main Admin Office Primary Phone | (617) 357-9500 |

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 03/11/1919
Effective Date: 03/11/1919
Legacy State ID: 111480
Issue Date: 03/11/1919
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|----------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| WILLIAM CAHILL | 2160722 | 2160722 | Intermediary (Agent) Individual | Casualty | 12/10/2013 | 03/01/2017 | 02/28/2018 |


Line Of Business

| Line of Business | Citation Type | Effective Date |
|--|--|----------------|
| Aircraft | Aircraft | 03/11/1919 |
| Automobile | Automobile | 03/11/1919 |
| Credit Insurance | Credit Insurance | 03/11/1919 |
| Disability Insurance | Disability Insurance | 03/11/1919 |
| Fidelity Insurance | Fidelity Insurance | 03/11/1919 |
| Workers Compensation Insurance | Workers Compensation Insurance | 03/11/1919 |
| Legal Expense Insurance | Legal Expense Insurance | 03/11/1919 |
| Liability and Incidental Medical Expense Insurance (other than automobile) | Liability and Incidental Medical Expense Insurance (other than automobile) | 03/11/1919 |
| Miscellaneous | Miscellaneous | 03/11/1919 |
| Ocean Marine Insurance | Ocean Marine Insurance | 03/11/1919 |

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First Previous **1** 2 Next Last

Contact

 Filter

| 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 53717 United States |

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

 Filter

| | | | | |
|-------|----------|---|------|------|
| First | Previous | 1 | Next | Last |
|-------|----------|---|------|------|

Demographics

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

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

333 South Wabash Ave
 Chicago, IL 60685
 United States

Statutory Home Office Address

333 South Wabash Ave
 Chicago, IL 60604
 United States

Main Administrative Office Address

333 South Wabash Ave
 Chicago, IL 60604
 United States

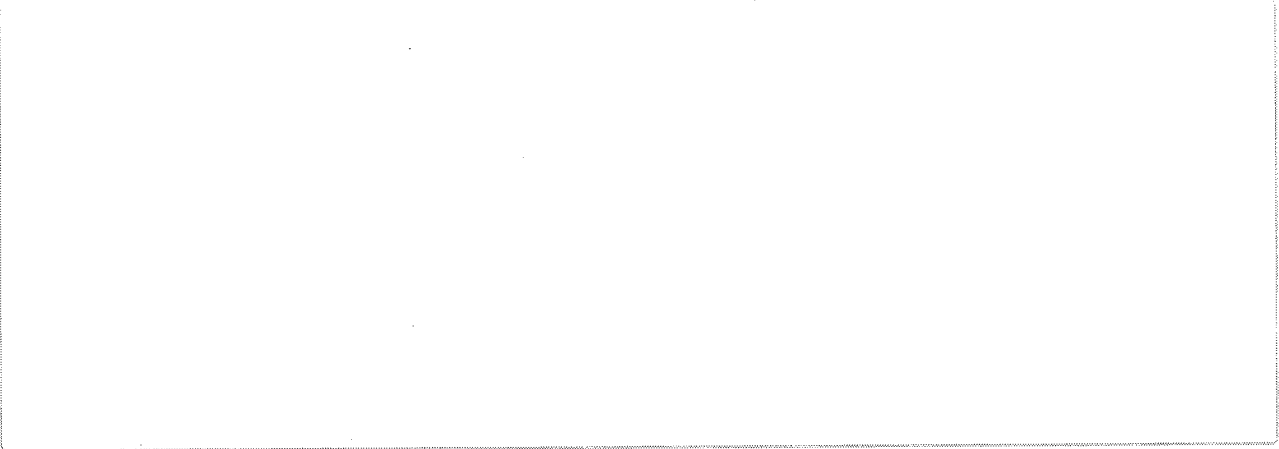
Phone, E-mail, Website

Phone

| Type | Number |
|---------------------------------------|----------------|
| Mailing Primary Phone | (312) 822-5000 |
| Mailing Fax Phone | (312) 822-4376 |
| Mailing Toll Free Phone | (877) 262-2727 |
| Statutory Home Office Primary Phone | (312) 822-5000 |
| Statutory Home Office Fax Phone | (312) 822-4376 |
| Statutory Home Office Toll Free Phone | (877) 262-2727 |
| Main Admin Office Primary Phone | (312) 822-5000 |
| Main Admin Office Fax Phone | (312) 822-4376 |
| Main Admin Office Toll Free Phone | (877) 262-2727 |

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Email



Company Type

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

Appointments

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|----------------|----------------|---------|------------------------------------|-------------------|------------------|----------------|-----------------|
| WILLIAM CAHILL | 2160722 | 2160722 | Intermediary (Agent) Individual | Casualty | 08/15/2014 | 03/01/2017 | 02/28/2018 |
| WILLIAM CAHILL | 2160722 | 2160722 | Intermediary (Agent) Individual | Property | 08/15/2014 | 03/01/2017 | 02/28/2018 |

Line Of Business



| Line of Business | Citation Type | Effective Date |
|--|--|----------------|
| Aircraft | Aircraft | 01/01/1898 |
| Automobile | Automobile | 01/01/1898 |
| Credit Insurance | Credit Insurance | 01/01/1898 |
| Disability Insurance | Disability Insurance | 01/01/1898 |
| Fidelity Insurance | Fidelity Insurance | 01/01/1898 |
| Workers Compensation Insurance | Workers Compensation Insurance | 01/01/1898 |
| Liability and Incidental Medical Expense Insurance (other than automobile) | Liability and Incidental Medical Expense Insurance (other than automobile) | 01/01/1898 |
| Miscellaneous | Miscellaneous | 01/01/1898 |
| Ocean Marine Insurance | Ocean Marine Insurance | 01/01/1898 |
| Surety Insurance | Surety Insurance | 01/01/1898 |

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

Contact

Filter

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

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

Company Merger

No results found.

Name Change History

Filter

| Previous Name | New Name | Effective Date |
|---------------|------------------------------|----------------|
| | Continental Casualty Company | |

| | | | | |
|-------|----------|---|------|------|
| First | Previous | 1 | Next | Last |
|-------|----------|---|------|------|

\$182,893.30
FILE

BID OF MICHELS CORPORATION

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CIPP REHAB OF LARGE DIAMETER STORM SEWER

CONTRACT NO. 8041

MUNIS NO. 11728

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 17, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**CIPP REHAB OF LARGE DIAMETER STORM SEWER
CONTRACT NO. 8041**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: kf

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: | CIPP REHAB OF LARGE DIAMETER STORM SEWER |
| CONTRACT NO.: | 8041 |
| SBE GOAL | 4% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | SEPTEMBER 1, 2017 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M) | SEPTEMBER 1, 2017 |
| BID SUBMISSION (1:00 P.M.) | SEPTEMBER 8, 2017 |
| BID OPEN (1:30 P.M.) | SEPTEMBER 8, 2017 |
| PUBLISHED IN WSJ | AUGUST 25 & SEPTEMBER 1 |

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)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). 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 equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

CIPP REHAB OF LARGE DIAMETER STORM SEWER CONTRACT NO. 8041

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 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to 12:00 pm on Friday, October 6, 2017. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, October 4, 2017.

ARTICLE 104 SCOPE OF WORK

This contract shall include the trenchless rehabilitation of approximately 1,216 linear feet of storm sewer pipelines ranging in size diameter from 24" to 36".

Rehabilitation of the storm sewer shall be without excavation by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, jointless and watertight new pipe within a pipe. All service connections to buildings shall be reinstated without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor and approved by the Engineer.

Neither the CIPP system, nor its installation, shall cause adverse effects to any of the City of Madison's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

The specific pipe sections that are included in the scope of this contract are identified in the Detailed Lining Limits shown at the end of these Special Provisions and shown on the accompanying site map.

ARTICLE 104.4, 104.5, 104.6 INCREASED, DECREASED, OR DELETED ITEMS

The quantities for this contract have been estimated for the purpose of bidding. No revisions in the unit price bid shall be made in the event these items are increased, decreased, or deleted.

ARTICLE 105.1 AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

ARTICLE 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps, and driveways that may be encountered during the installation of the CIPP liner. Damage to these items during construction shall be repaired or replaced at the Contractors expense.

The Contractor shall maintain access for property owners during the installation of CIPP liners.

The Contractor shall coordinate the installation of the section on W. Sunset Ct with the Contractor of the City of Madison Public Works project that is ongoing in the Sunset Ct area. Any lining work associated with this contract shall not impact or impede the progress of the Sunset Ct reconstruction project.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

The Contractor shall properly barricade and light all work areas. All equipment and items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer.

ARTICLE 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall coordinate restoration of the storm sewer easement and any private property, that the property owner allows the Contractor to use, with the property owner. Standard city seed mix can be used to restore all grassed areas. Any fencing or storage sheds moved by the Contractor shall be restored as directed by the property owner.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the Contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

Access to residential properties shall be maintained whenever possible. Any closure of driveways shall require notice by the Contractor at least 72 hours prior to this occurring

No work shall begin without an approved Traffic Control Plan.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times.

The Contractor may remove parking within the project limits as necessary to facilitate construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 24-hours prior to placement of the plates.

The Contractor shall provide bridging for wastewater hosing when the hosing is to lay on the pavement under traffic. Contractor shall provide signing in advance of bumps where there is hosing crossing the lane of traffic.

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

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications

ARTICLE 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on OCTOBER 16, 2017. All work under this contract shall be completed by JANUARY 19, 2018.

After execution of the contract the Contractor shall schedule a preconstruction meeting with the Engineer. A start work letter will be issued at the preconstruction conference.

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

Work on this project may start no earlier than 7:00 AM Monday through Saturday and must be completed each day no later than 7:00 PM, unless otherwise authorized by the Engineer. Any bypass pumping using onsite generators shall also not extend beyond these hours unless approved in advance by the City Engineer.

ARTICLE 509 CURED-IN-PLACE PIPE (CIPP) REHABILITATION OF SEWERS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications adopted February 7, 2017. View sites prior to bidding and become familiar with existing conditions.

ARTICLE 509.3 SUBMITTALS

The Contractor shall not install materials or equipment, which requires submittals, until reviewed by the Engineer. The Engineer's review will be completed as quickly as possible, but may require up to ten (10) working days from the date the submittals are received until they are sent to the Contractor.

The Contractor shall submit the following materials to the Engineer:

509.3(a) Product Data

1. Manufacturer's product literature and application, installation and recommended repair (patching) requirements for materials used in liner.
2. Manufacturer's product certification of conformance to ASTM Standards for materials used in liner.
3. Example Manufacturer's Wet Out Report and the Manufacturer's recommended curing procedure to be submitted with initial product data submittals, as well as actual Manufacturer's Wet Out Report including raw resin data for each liner to be installed and the Manufacturer's recommended curing procedure, temperature and pressure.
4. Two (2) copies of Liner Pipe Thickness Design Calculations. The design calculations shall be in accordance with Appendix X.I of ASTM F 1216. The liner thickness calculations shall assume the physical properties stated in Section 509.5(d) of the City of Madison Standard Specifications.
5. The proposed CIPP flow capacity calculations.
6. Test results from previous field installations of the same resin system and tube materials as proposed for the actual installation.
7. Manufacturer's product literature, application and installation method used to seal ends of liner.
8. Manufacturer's product literature, application and installation method used for lateral repair.

No liner will be approved for installation until the City has returned one (1) set of approved design calculations to the Contractor.

Compensation for all work required for the submittal of product data shall be considered incidental to the project.

509.3(b) Digital Video

1. Submit digital video of cleaned pipes in pre-lining condition. The video shall be submitted prior to proceeding with liner insertion.
2. Submit digital video of pipes in post-lining condition showing reinstated service connections.

509.3(c) Sewage Bypassing Plan

Submit proposed plan for bypassing storm sewage during liner installation. Plan shall be to scale and shall show location of existing City sewer access structures.

509.3(d) Traffic Control Plan

Submit proposed Traffic Control plan in accordance to Article 107.7 of these Special Provisions.

509.3(e) Public Notifications / Door Hangers

The Contractor shall prepare and submit written notice describing the work to be performed for the Engineer to review. Upon acceptance by the Engineer, the notice shall be delivered to each home or business a minimum of seven (7) days prior to the beginning of work being conducted on the pipe section. Door hangers shall also be placed at effected properties between no later than 24 hours and no earlier than 72 hours prior to the sewer service interruption. All notices shall also contain a local (or toll free) telephone number of the Contractor that property owners can use to discuss the project or any problems that arise during installation of the liner. Contractor shall also arrange meetings with any occupants whose service cannot be reinstated within the time referenced in the written notice. Any related costs such as hotel expenses or residential bypass pumping are the responsibility of the Contractor.

The City shall provide the Contractor with names and addresses of effected property owners and tenants within the project limits.

ARTICLE 509.5 (b) TUBE MATERIALS

For Heat Cure CIPP systems, the tube material shall meet the requirements of ASTM F 1216 and ASTM D5813, or better. The tube shall consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material that is compatible with the resin system used. The tube shall be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowance shall be made for circumferential stretching during inversion.

Seams in the tube shall be stronger than the non-seamed material.

For Ultraviolet Light Cure CIPP systems, the tube material shall be made of non-corrosion material and shall be free from tears, holes, cuts, foreign materials and other surface defects. The fiberglass tube shall be constructed to withstand installation pressures as required by the Manufacturer's recommendations. The interior and exterior foil shall be styrene resistant along with the ability to protect and contain the resin within the liner, with the exterior foil being impermeable to light. The liner should be seamless and spirally wound in its cured state to ensure homogenous physical properties around the circumference of the cured liner. The nominal fiberglass tube wall thickness shall be constructed to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. The fiberglass tube shall be manufactured to a size that when installed will tightly fit the internal circumference and the length of the original conduit. The tube shall be able to stretch to fit irregular pipe sections and negotiate bends.

For any tube installed, the wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

ARTICLE 509.5 (c) RESIN MATERIALS

For Heat Cured CIPP Systems, the resin system shall meet the structural and chemical resistance requirements of ASTM F 1216 and/or ASTM F 1743, or better. A general purpose, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the

inversion process shall be used. The resin must be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F (82.2°C).

For Ultraviolet Light Cure CIPP Systems, the resin used to impregnate the seamless fiberglass tube shall produce a cured liner pipe resistant to shrinkage, corrosion, and abrasion and shall have a proven resistance to municipal wastewater. The resin shall be a chemically resistant isophthalic based polyester thermoset resin and catalyst system, or epoxy resin and hardener that are compatible with the installation process. The resin should be able to cure with ultraviolet light. When properly cured the resin/liner system shall meet the structural and chemical resistance requirements of ASTM F 2019.

ARTICLE 509.6 (c) INSTALLATION

The CIPP installation shall be in accordance with ASTM F 1216 for Heat Cure CIPP systems. Ultraviolet Light Cured systems shall be installed in according to the manufacturer's specifications and applicable ASTM F 2019 standards.

1. Resin Impregnation

A certified Wet Out Report shall be completed, signed, and submitted for each liner delivered to the site. The Wet Out Report shall include, but is not limited to, wet-out date, resin identification, resin weight, resin admixtures, fabric tube length, diameter, and thickness.

For Heat Cure CIPP systems, the tube shall be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin volume compared to the volume of the felt to compensate for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe.

2. Tube Insertion

The wet out tube shall be positioned in the pipeline using either inversion (ASTM F 1216) or a pull-in method (ASTM F 1743). The tube shall be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. Ultraviolet Light Cure CIPP systems must use a pull-in method (ASTM F 1743).

3. Curing

For Heat Cure CIPP systems, curing shall be accomplished by utilizing steam or circulating heated water under hydrostatic pressure in accordance with ASTM F 1216 and the manufacturer's recommended cure schedule. For Ultraviolet Light Cure CIPP systems, curing shall be accomplished by utilizing air pressure and ultraviolet light in accordance with ASTM F 2019 and the manufacturer's recommended cure schedule.

Using Steam

Steam curing systems shall include an elevated steam discharge. The City of Madison Inspector shall monitor and record styrene levels for each liner curing. At the direction of the Inspector, any steam condensate or styrene residue shall be cleaned and disposed at the Contractor's expense.

Using Circulating Heated Water

The heat source shall be fitted with suitable monitors to gage the temperature of the incoming and outgoing water supply. Another such gage shall be placed between the impregnated tube and the pipe invert at the termination to determine the temperature during cure.

Using Ultraviolet Light

After insertion is complete, the fiberglass liner shall be cured with ultraviolet light sourced at a constant inner pressure. The ultraviolet light sourced shall be assembled according to the Manufacturer's specifications for the liner. The defined parameters for curing speed, inner air pressure, exothermic temperatures, and wattage are to be controlled, measured, and documented during the entire curing process to be submitted to the Engineer with the post CCTV inspection. The inner film material should be removed and discarded after curing to provide optimal quality of the final product.

4. Sealing Liner at Sewer Access Structures

Seals shall be made with an epoxy or resin mixture compatible with the liner/resin system. Hydraulic cements and quick-set cement products are not acceptable.

5. Reinstatement of Service Connections

The Contractor shall be responsible for confirming the locations of all service connections prior to installing and curing the CIPP. Unless otherwise directed by the Project Engineer, all service connections shall be reinstated.

The Contractor shall certify he has a minimum of two (2) complete working cutters plus spare key components on the site before each inversion. The operator of the remote controlled cutting device shall have at least 2 years experience with such equipment.

No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

The Contractor shall fully reinstate all existing active service connections in each length of sewer, following lining. The service connections shall be reopened from inside the sewer by means of a closed-circuit television camera controlled cutting device appropriate for use on CIPP liners. All openings shall be clean and neatly cut and the bottom of the opening shall be flush with the lateral pipe. The opening shall be buffed with a wire brush to remove rough edges and provide a smooth finish. Service connections shall be reestablished to a minimum of 95% of the flow capacity.

Any service connection opened to greater than 100% of its original diameter shall have a "Top Hat" system installed at the Contractor's Expense. The liner materials shall meet or exceed ASTM F2561 specifications and meet or exceed the lateral repair standards noted in 509.7(a).

ARTICLE 509.7 INSPECTION AND TESTING

ARTICLE 509.7(a) CIPP SAMPLES

The Contractor shall furnish all samples for product testing to the Engineer. The Engineer shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

The samples shall be prepared and physical properties tested in accordance with ASTM F 1216. The flexural properties must meet or exceed the values listed in Table 1, Section 509.5(d).

For each inversion length, the preparation of one CIPP samples is required, one from of the following two methods:

1. The sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags.

2. The sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the silencer.

Each sample shall be large enough to provide five specimens for flexural testing and tensile testing.

CCTV Inspection and Acceptance - The Contractor shall perform a detailed closed-circuit television inspection in accordance with NAASCO's Pipeline Assessment and Certification Program (PACP) standards, after installation of the CIPP liner and reconnection and grouting of the service connections. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected service connections, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within ten (10) working days of the liner installation, the City may at its discretion suspend any further installation of CIPP until the post installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.

The installation shall be inspected by closed-circuit television. No infiltration of groundwater shall be observed. All live service entrances shall be accounted for and be unobstructed. CCTV inspection of the CIPP liner shall be in accordance with ASTM F 1216 and Section 509.6(b).

The contractor shall take a still image of the watertight seal between the host pipe and liner at the connection to the sewer access structure.

If the Engineer's review of the final CCTV submittal identifies repairable defects, the Contractor may be requested to submit a manufacturer reviewed/approved repair plan rather than reinstalling the entire defective CIPP. The Engineer must be provided a 24 hour notice to approve method prior to work commencing on defect repair and enable inspection of method and result of repair. Any such repairs shall include an extended warranty by the Contractor for one (1) additional year from the expiration of the Contract warranty.

The following repair methods for common defects are considered acceptable:

- Defect: Wrinkles/ridges exceeding 5% of pipe diameter outside of 120-degree invert arc – OR – wrinkles/ridges exceeding 2% of pipe diameter inside of the 120-degree invert arc centered at the bottom of the pipe.
 - Repair: Grind to within required tolerance, coat ground area with manufacturer's approved resin. Point repair may be required if minimum thickness is affected by repair.
 - Rejection Criteria: The Engineer may reject the work if wrinkles or ridges exceed 10% of pipe diameter.
- Defect: Holes, tears, soft spots, lifts, delamination, blisters/bubbles.
 - Repair: Point repairs under manufacturer's approved recommendations.
 - Rejection Criteria: If defective areas cover greater than 5% of the surface area the Engineer reserves the right to reject the work.
- Defect: CIPP thickness less than calculated minimum thickness.
 - Repair: If the Engineer determines that the CIPP is acceptable, payment may be reduced by the percentage below the design minimum thickness. In some cases, a second CIPP within the first may be allowed.
 - Rejection Criteria: If the actual thickness is less than 87.5% of the design minimum thickness, the Engineer reserves the right to reject the work.
- Defect: Service reinstated to greater than 100% of original flow capacity.

- Repair: System must be installed at the Contractor's expense. The liner shall be LMK Technologies – Shorty T-Liner, or approved equal. The liner must extend at least 6 inches beyond both sides of a lateral opening and extend at least 36 inches into the lateral. A manufacturer approved adhesive shall be used to ensure a tight bond against the CIPP liner.
- Rejection Criteria: The Engineer reserves the right to reject any improperly installed Top Hat repairs.

Additional defects may be identified, and will be handled on a case-by-case basis.

DETAILED LINING LIMITS

STORM SEWERS

| LOCATION | U.S. STRUCT. | D.S. STRUCT. | DIA (IN) | LENGTH (LF) | MATERIAL | LATERALS | SHEET |
|-------------------|--------------|--------------|----------|-------------|----------|----------|-------|
| Tenney Park | AS #1 | AS 5341-005 | 24 | 175 | CMP | 0 | P1 |
| Tenney Park | AS 5341-005 | AS 5342-008 | 24 | 125 | VP | 0 | P1 |
| Sunset Ct, W. | IN 3854-004 | DT 3854-006 | 24 | 20 | CMP | 0 | P2 |
| Meadow Ln, N. | AS 3752-018 | MI 3752-048 | 30 | 273 | CMP | 0 | P3 |
| Hammersley Rd | AE 3064-015 | AE 3065-003 | 30 | 90 | CMP | 0 | P4 |
| Highlands Ave, N. | AS 2946-005 | AS 2946-004 | 36 | 190 | SR | 0 | P5 |
| Highlands Ave, N. | AS 2946-004 | AS 2946-003 | 36 | 343 | SR | 0 | P5 |

Instructions to Bidders:

The videos of the storm sewers that are planned to be lined with this project are available online at the following website. This information has been made available to you for bidding purposes. In order to access the videos online, enter the following on your Microsoft Internet Explorer address bar:
<ftp://ftp.cityofmadison.com>

Enter the following at the prompt:
 Username: sewervideos
 Password: Watch47!
 Select the folder: sewervideos

If you are not prompted, go to the File menu and select Login As and use the same username and password combination above.

Copy the video files onto your hard drive, and the videos are yours to watch for bidding. If you have problems, the videos and pdfs will be available on DVDs, CDs, or portable flash drives upon request.



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

Assistant City Engineer
Gregory T. Fries, P.E.
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

September 6, 2017

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8041
CIPP REHAB OF LARGE DIAMETER STORM SEWER**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

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

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: | CIPP REHAB OF LARGE DIAMETER STORM SEWER |
| CONTRACT NO.: | 8041 |
| SBE GOAL | 4% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | SEPTEMBER 1, 2017 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M.) | SEPTEMBER 15, 2017 |
| BID SUBMISSION (1:00 P.M.) | SEPTEMBER 22, 2017 |
| BID OPEN (1:30 P.M.) | SEPTEMBER 22, 2017 |
| PUBLISHED IN WSJ | AUGUST 25 & SEPTEMBER 1, 8 & 15, 2017 |

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
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Assistant City Engineer
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Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

September 19, 2017

**NOTICE OF ADDENDUM
ADDENDUM 2
CONTRACT NO. 8041
CIPP REHAB OF LARGE DIAMETER STORM SEWER**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

SPECIAL PROVISIONS:

EDITS TO ARTICLE 109.2 PROSECUTION OF WORK

CHANGE THE SECOND SENTENCE OF THE FIRST (1ST) PARAGRAPH TO:

All work under this contract shall be completed by MAY 18, 2018, with work in the Tenney Park Locks completed by DECEMBER 31, 2017.

EDITS TO ARTICLE 509.6 (c) INSTALLATION

ADD TO THE END OF PARAGRAPH UNDER HEADING "*USING CIRCULATING HEATED WATER*":

After curing, all heated water used in curing process shall not be released into the storm sewer system but rather shall be pumped and discharged to the sanitary sewer system.

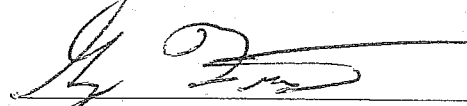
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,



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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CIPP REHAB OF LARGE DIAMETER STORM SEWER

CONTRACT NO. 8041

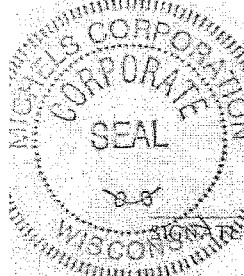
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2017 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. 1 through 2 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

Chris Pipe Services

DAVID ROSENBERG CORPORATION (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____

_____ of _____; of the City of _____ State _____; 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]

SIGNATURE

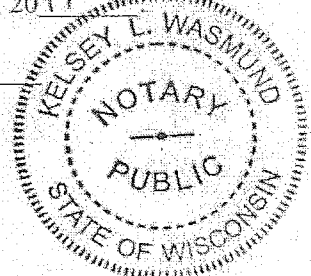
DAVID ROSENBERG - SENIOR MANAGER
TITLE, IF ANY

Sworn and subscribed to before me this 21st day of September, 2017

Kelsey L. Wassmund
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 5/11/2020

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



Contract 8041 – Michels Corporation

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).

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

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. 8041

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: | Michels Pipe Services; a div. of Michels Corporation |
| Address: | 817 Main Street, PO Box 128, Brownsville, WI 53006 |
| Telephone Number: | (920) 924-4300 |
| Fax Number: | (920) 583-3429 |
| Contact Person/Title: | Kelsey Wasmund - Contracts & Admin Coordinator |

Prime Bidder Certification

| | |
|----------|--|
| Name: | David Rosenberg |
| Title: | Senior Manager |
| Company: | Michels Pipe Services; a div. of Michels Corporation |

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

Kelsey Wasmund
Witness Signature Kelsey Wasmund

9/7/17
Date

David Rosenberg
Bidder's Signature
David Rosenberg - Senior Manager

CONTRACT NO. 8041

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|-------------------------------------|--------------|-----------------------|
| None | | % |
| | | % |
| | | % |
| | | % |
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| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | 0 % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|---|--------------|-------------------------------------|
| None | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | | 0 % x 0.6 = 0 % (discounted to 60%) |
| Total Percentage of SBE Utilization: | | 0 %. |

CIPP REHAB OF LARGE DIAMETER STORM SEWER

CONTRACT NO. 8041

DATE: 9/22/17

Michels Corporation.

| Item | Quantity | Price | Extension |
|--|---------------|-------------|---------------------|
| Section B: Proposal Page | | | |
| 10702 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM | 1.00 | \$1,520.00 | \$1,520.00 |
| 10912 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM | 1.00 | \$12,050.00 | \$12,050.00 |
| 50908 - FURNISH AND INSTALL CIPP TO REHABILITATE 24-INCH DIAMETER STORM SEWER MAINS - L.F. | 300.00 | \$163.00 | \$48,900.00 |
| 50909 - REINSTATE AND RECONNECT SERVICE OPENINGS - EACH | 2.00 | \$100.00 | \$200.00 |
| 90030 - FURNISH AND INSTALL CIPP TO REHABILITATE 30-INCH DIAMETER STORM SEWER MAINS - L.F. | 383.00 | \$140.50 | \$53,811.50 |
| 90031 - FURNISH AND INSTALL CIPP TO REHABILITATE 36-INCH DIAMETER STORM SEWER MAINS - L.F. | 533.00 | \$124.60 | \$66,411.80 |
| 6 Items | Totals | | \$182,893.30 |

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, 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:

CIPP REHAB OF LARGE DIAMETER STORM SEWER CONTRACT NO. 8041

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.

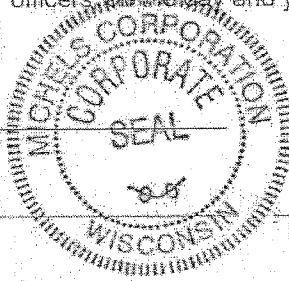
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

Michels Corporation
Name of Principal

David Rokenberg
By

David Rokenberg - Senior
Manager
Name and Title



September 22nd 2017
Date

Seal SURETY

Continental Casualty Company
Name of Surety

William Cahill
By

William Cahill Attorney in Fact
Name and Title

September 22nd 2017
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2575102 for the year 2017 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.

September 22nd 2017
Date

William Cahill
Agent Signature

2300 Cabot Drive Suite 100
Address

Lisle, IL 60532
City, State and Zip Code

(630) 245-4600
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:

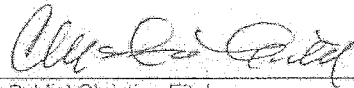
Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel Notary Public of DuPage County, in the State of Illinois, do hereby certify that William Cahill Attorney-in-Fact, of the Continental Casualty 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 22nd day of September A.D., 2017.



(Notary Public) Christine Eitel

My Commission expires: 5/26/2020

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William P. Weible, Harriet R. Reilly, William Cahill, Kimberly Sawicki, Karen A. Ryan, Kimberly R. Holmes, Deborah A. Campbell, Leigh Ann Francis, Ann Marie Waters, Christine Eitel, Richard A. Freebourn Jr, Individually

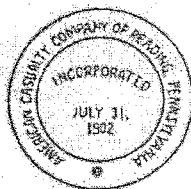
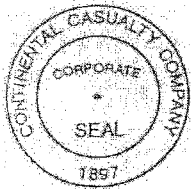
of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of May, 2017.



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

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of May, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

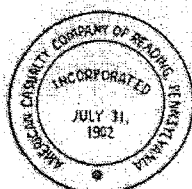
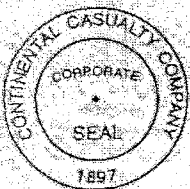


My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22 day of September, 2017



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

D. Johnson
D. Johnson Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 18 day of October in the year Two Thousand and Seventeen between MICHELS CORPORATION 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 OCTOBER 17, 2017; 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:

CIPP REHAB OF LARGE DIAMETER STORM SEWER CONTRACT NO. 8041

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 ONE HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED NINETY-THREE AND 30/100 (\$182,893.30) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**CIPP REHAB OF LARGE DIAMETER STORM SEWER
CONTRACT NO. 8041**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

MICHELS CORPORATION

Nick J. Frank 10/18/17
Witness NICK FRANK Date

David Rosenberg 10/18/17
President DAVID ROSENBERG - Senior Manager Date

Ryan Zummaiden 10/18/17
Witness RYAN ZUMMAIDEN Date

Keisey Wasmund 10/18/17
Secretary KEISEY WASMUND Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Richard
Finance Director

Tom P. My
City Attorney

Signed this 16th day of NOVEMBER

20, 17

Ddu Cini
Witness

Sam 06 NOV 2017
Mayor Date

Lauren N. Schmidt
Witness

Jon K. Phelps Jr 10/23/17
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MICHELS CORPORATION as principal, and Continental Casualty Company & Liberty Mutual Insurance Company Company of IL & MA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED NINETY-THREE AND 30/100 (\$182,893.30) 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:

**CIPP REHAB OF LARGE DIAMETER STORM SEWER
CONTRACT NO. 8041**

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.

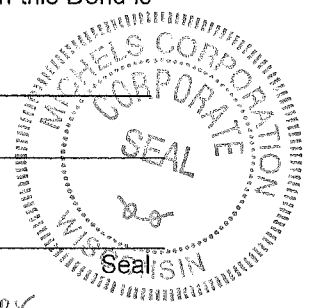
Signed and sealed this 18th day of October, 2017

Countersigned:

Nick J. Frank
Witness NICK FRANK
Kelsey Wasmund
Secretary Kelsey Wasmund

MICHELS CORPORATION
Company Name (Principal)

David Rosenberg
President DAVID ROSENBERG
Senior Manager



Approved as to form:

[Signature]
City Attorney

Continental Casualty Company & Liberty Mutual Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact William Cahill

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2575102 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 18th, 2017
Date

[Signature]
Agent Signature William Cahill

Continental Casualty Company
Liberty Mutual Insurance Company

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number **30025655 & 013128938** Issued by the **Continental Casualty Company and Liberty Mutual Insurance Company** as Co-Surety, on behalf of **Michels Corporation 817 West Main Street, Brownsville, WI 53003** hereinafter referred to as the Principal, and in favor of **City of Madison, Wisconsin** hereinafter referred to as the Obligee.

Now, Therefore, it is agreed that:

From: Continental Casualty Company and Liberty Mutual Insurance Company of Illinois and Massachusetts as surety

To: Continental Casualty Company and Liberty Mutual Insurance Company of Illinois and Massachusetts jointly and severally as surety


It is further agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 18th day of **October, 2017**

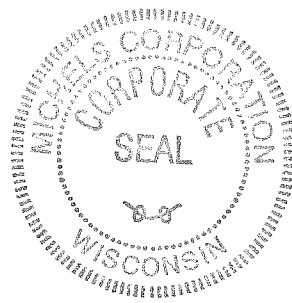
Signed, Sealed and Dated this 18th day of **October, 2017**

PRINCIPAL

Michels Corporation

By: 

David Rosenberg - Senior Manager



SURETY

Continental Casualty Company & Liberty Mutual Insurance Company

By: 

William Cahill, Attorney-in-Fact

Agent: Weible & Cahill, 2300 Cabot Drive, Ste 100, Lisle, IL 60532 (630)245-4600

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel Notary Public of DuPage County, in the State of Illinois, do hereby certify that William Cahill Attorney-in-Fact, of the Continental Casualty 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 18th day of October A.D., 2017.



(Notary Public) Christine Eitel

My Commission expires: 5/26/2020

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William P Weible, Harriet R Reilly, William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Deborah A Campbell, Leigh Ann Francis, Ann Marie Waters, Christine Eitel, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of May, 2017.



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

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of May, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

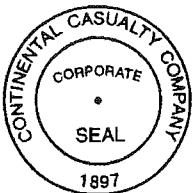


My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said insurance companies this 16 day of October, 2017.



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

D. Johnson
D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel Notary Public of DuPage County, in the State of Illinois, do hereby certify that William Cahill Attorney-in-Fact, of the Liberty Mutual 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 she signed, sealed and delivered said instrument, for and on behalf of the Liberty Mutual Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 18th day of October A.D., 2017.



(Notary Public) Christine Eitel

My Commission expires: 5/26/2020

Notary Seal:



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7693530

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Marie Waters; Blanca Townsend; Christine Eitel; Dale A. Reilly; Deborah A. Campbell; Harriet R. Reilly; Karen A. Ryan; Kimberly R. Holmes; Leigh Ann Francis; Richard A. Freebourn; Richard T. Morency; William F. Cahill; William P. Weible

all of the city of Lisle, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of October, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.