

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

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

Project: CIPP Rehabilitation of Water Mains - 2018

Contract No.: 8161  
Enactment No.: 18-00539  
Dollar Amount: 388,950.90

File No.: 52198  
Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8-2-18 FNS
Risk Manager	8/6/18	8/6/18 RM
Finance Director	8-7-2018	8-7-18 RW
City Attorney	8-08-18	8-10-18
Mayor	08.10.18	08.10.18

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

Original + 2 Copies

07/31/2018 11:52:24 enjls - Adam Wiederhoeft 266-9121

Dis Rights: OK / N/A Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 388,950.90  
AA Plan: Approved  
Amendment/ Addendum # N/A  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW Goal / Loan / Agrmt

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File #:	52198	Version: 1	Name:	Awarding Public Works Contract No. 8161, CIPP Rehabilitation of Water Mains - 2018.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00539
Title:	Awarding Public Works Contract No. 8161, CIPP Rehabilitation of Water Mains - 2018. (Dane County Airport / 12th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u><a href="#">Contract 8161.pdf</a></u>			

[History \(3\)](#)   [Text](#)

**Fiscal Note**

The proposed resolution awards the contract for the Water Utility CIPP Rehabilitation work in 2018 at a cost of \$420,070. In the 2018 adopted capital budget the Water Utility budgeted \$1 million for the Cured-In Place Piping (CIPP) work via the Water Mains-Pipe Lining capital program (MUNIS 11892). Funding is provided by Water Revenue Bonds.

MUNIS:  
11897-86-179

**Title**

Awarding Public Works Contract No. 8161, CIPP Rehabilitation of Water Mains - 2018. (Dane County Airport / 12th AD)

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low 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. 8161) for itemization of bids.

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

CONTRACT NO. 8161  
CIPP REHABILITATION OF WATER MAINS - 2018

MICHELS CORPORATION

\$388,950.90

Acct. No. 11897-86-179:54445(91360)  
Contingency 8±

\$388,950.90  
31,119.10

GRAND TOTAL

\$420,070.00

Jurisdiction: Wisconsin

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**  
 175 BERKELEY ST  
 BOSTON, MA 02116  
 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
Fax Phone	(617) 574-5955
Business Primary Phone	(617) 357-9500

**Email**

No results found.

**Website**

No results found.

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**

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**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

Export to Excel

nicole l

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LINEBAUGH	8799751	8799751	Intermediary (Agent) Individual	Casualty	11/06/2017	03/16/2018	03/15/2019
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	06/23/2010	03/16/2018	03/15/2019
NICOLE LINEBAUGH	8799751	8799751	Intermediary (Agent) Individual	Property	11/06/2017	03/16/2018	03/15/2019
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Property	06/23/2010	03/16/2018	03/15/2019

First Previous 1 Next Last

Line Of Business

Filter

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		*			<b>Other</b> CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Liberty Mutual Insurance Company	

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Jurisdiction: Wisconsin

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**

151 N FRANKLIN ST  
CHICAGO, IL 60606  
United States

**Mailing Address**

151 N FRANKLIN ST  
CHICAGO, IL 60606  
United States

**Statutory Home Office Address**

151 N FRANKLIN ST  
CHICAGO, IL 60606  
United States

**Main Administrative Office Address**

151 N FRANKLIN ST  
CHICAGO, IL 60606  
United States

Phone, E-mail, Website

**Phone**

Type	Number
Fax Phone	(312) 822-4376
Toll Free Phone	(877) 262-2727
Business Primary Phone	(312) 822-5000

**Email**

No results found.

**Website**

No results found.

Company Type

**Company Type:** Property and Casualty

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**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

Export to Excel

nicole l

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	11/20/2013	03/16/2018	03/15/2019
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Property	11/20/2013	03/16/2018	03/15/2019

Line Of Business

Filter

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

Contact

Filter

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

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Continental Casualty Company	

\$388,950.90  
FILE

BID OF MICHELS CORPORATION

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CIPP REHABILITATION OF WATER MAINS - 2018

CONTRACT NO. 8161

PROJECT NO. 11897

MUNIS NO. 11897-86-179

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

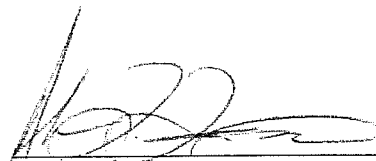
CIPP REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161

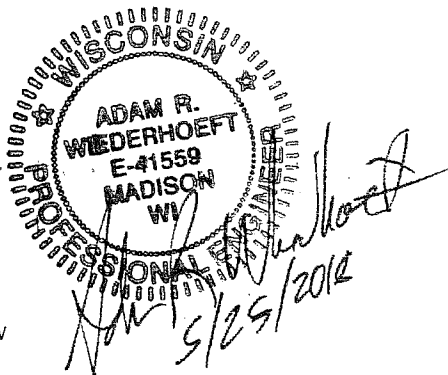
INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION .....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND .....I-1

This Proposal, and Agreement have  
been prepared by:

MADISON WATER UTILITY  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN

  
Alan Larson, P.E., B.C.E.E.  
Water Utility Principal Engineer  
5/25/18



ALL: ajs/arw



June 1, 2018

**NOTICE OF ADDENDUM  
ADDENDUM 1**

**CONTRACT NO. 8161  
PROJECT NO. 11897  
CIPP REHABILITATION OF WATER MAINS - 2018**

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

**CHANGES TO THE SPECIFICATIONS MANUAL:**

**1. Replace Sheet A-1 with A-1 REVISED:**

THIS REVISION EXTENDS THE BID DEADLINE FROM JUNE 7, 2018 TO JUNE 28, 2018 AND ADJUSTS ASSOCIATED SUBMITTAL/MEETING DATES ACCORDINGLY.

**2. Replace Sheet D-9 with D-9 REVISED:**

THE DESIGN PARAMETERS HAVE BEEN REVISED TO REFLECT THE CORRECT EXISTING PIPE DIAMETERS AND MATERIALS (10" 1942 CAST IRON AND 10" 2000 DUCTILE IRON).

**3. Insert the following additional pages to the specifications manual (see attached):**

D-20 TO D-29: SOIL BORING LOGS - NOTE THAT SHALLOW GROUNDWATER WAS OBSERVED NEAR THE EXISTING WATER MAIN AT THE EAST TAXIWAY IN JANUARY 2009. ANY DEWATERING REQUIRED TO FACILITATE CIPP LINER INSTALLATION WORK WILL BE CONSIDERED INCIDENTAL TO BID ITEM 90160 - 'REHABILITATE 10-IN WATER MAIN USING STRUCTURAL CIPP.'

**CHANGES TO THE DRAWINGS:**

NONE

**CHANGES TO (BID EXPRESS) SECTION B: PROPOSAL PAGE BID FORM:**

NONE

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



**Madison  
Water Utility**

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www.madisonwater.org - 119 East Olin Avenue, Madison, WI 53713-1431 - TEL 608.266.4651 - FAX 608.266.4426

---

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.

Adam Wiederhoeft, PE  
Madison Water Utility – Engineer IV  
awiederhoeft@madisonwater.org  
(608) 266-9121

## 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 REHABILITATION OF WATER MAINS - 2018
CONTRACT NO.:	8161
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	June 1, 2018 & JUNE 22, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	<del>May 31, 2018</del> JUNE 21, 2018
BID SUBMISSION (2:00 P.M.)	<del>June 7, 2018</del> JUNE 28, 2018
BID OPEN (2:30 P.M.)	<del>June 7, 2018</del> JUNE 28, 2018
PUBLISHED IN WSJ	May 24, 2018 & May 31, JUNE 7,14,21, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2018 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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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



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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

All bids, sealed or electronic, must be accompanied with a Bid Bond 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 WATER MAIN LINING

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.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/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.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 REHABILITATION OF WATER MAINS - 2018 CONTRACT NO. 8161

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 104: SCOPE OF WORK

This water main rehabilitation project consists of coordination with Madison Water Utility (MWU), in consultation with Dane County Regional Airport (DCRA), for the work plan and execution of rehabilitating approximately 2,500 linear feet of 10-inch ductile iron and spun cast-iron water main in the City of Madison, WI. The project is located generally within actively operating DCRA grounds requiring compliance with all DCRA access and work area requirements – see Special Provisions for associated requirements. The project consists of rehabilitating existing water mains within the following locations:

- From the existing hydrant located approximately 350 feet east of the Darwin Road intersection with International Lane;
- Underneath two taxi-ways and main runway at the Dane County Regional Airport;
- And ending on the east at a location approximately 215 feet west of the fire station building located at 2510 Pearson St.

Estimated distances are shown on the plan which identify the approximate length of main between proposed pit locations. Contractor payment will be based on liner lengths, as installed – see BID ITEM 90162: STRUCTURAL REHABILITATION OF 10-IN WATER MAIN for more detailed information.

The rehabilitation of these water mains is to be completed by lining the existing water mains with a Class IV structural cured-in-place pipe (CIPP), certified for the conveyance of drinking water.

Work included in this Contract includes, but is not limited to:

- Mobilization, shoring and maintaining water main access pits.
- Traffic control and work site protection in accordance with DCRA access requirements.
- Cleaning, televising and recording the existing and new water mains.
- Furnishing and installing a structural CIPP water main liner.
- Field and laboratory documentation/testing.
- Site restoration (NOT to include pavement restoration).
- Delivering submittals and obtaining approvals (both Madison Water Utility and WI-Dept. of Natural Resources) as specified in these Contract documents.

View the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work in coordination with the requirements of DCRA as well as with the utilities located within the project limits to resolve any conflicts during the construction process, should they arise.

**ARTICLE 105.12:      COOPERATION BY THE CONTRACTOR**

As indicated on the plans, and as defined in these Special Provisions, Madison Water Utility will be providing portions of work and select materials pursuant to the scope of this Contract (i.e. excavation, backfilling, pavement restoration, ductile iron water main reconnections, water sampling/testing etc.). Coordinate with Madison Water Utility to establish mutually acceptable scheduling and work sequencing in order to implement all proposed Contract improvements within the required Contract deadlines.

Per Madison General Ordinance Section 13.205, make no unauthorized alterations to the water system. Only when properly authorized to proceed may any work on the water system occur. Provide the Engineer notice of at least two working days prior to beginning any work affecting the water system. Additionally, any work related to emergency repairs and/or Contractor proposed water system or construction plan alterations, shall be done in accordance with Section 703.3 'Repairs and Alterations' of the Standard Specifications.

Use care around existing trees, plantings, fences, walls, steps and driveways that are not indicated on the plans to be removed. Damage to these items during construction shall be repaired or replaced at no cost to the City. No trees, other than those shown on the plans to be removed, shall be cut without approval of the Engineer and City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

**ARTICLE 107.11:      USE OF CITY WATER**

Any Madison Water Utility charges associated with the installation, use and removal of the reduced pressure zone (RPZ) valve and water usage will be waived for all work included in this contract. Any use of City of Madison water will still require request and notification procedures indicated in the City of Madison Construction Specifications.

Properly dispose of any highly-chlorinated water in accordance to Section 703 of the Standard Specifications. Contact the Water Utility Engineering Department at (608) 266-4646 to coordinate the installation of the RPZ valves. Contractor-furnished RPZ valves are not to be connected to City hydrants unless authorized in writing by the Engineer. Adequately protect and support City RPZ valves at all times; any RPZ valve damage resulting from negligence shall be repaired or replaced at no cost to the City.

**SECTION 108.2:      PERMITS**

Section NR811.69 (6), Wisconsin Administrative Code states, "All materials used for the interior rehabilitation of water mains shall meet ANSI/NSF standards and may not be used until specifically approved by the department."

This water main rehabilitation project is intended to allow the Wisconsin Department of Natural Resources and the Madison Water Utility to evaluate the performance and potential opportunities of rehabilitating deteriorated water mains in-place through structural CIPP lining technology. As identified above per NR811.69 (6), this project requires consent approval from the Wisconsin Department of Natural Resources (WI-DNR).

In order to obtain consent approval from the department, submit documentation to the WI-DNR that the proposed structural CIPP liner is comparatively similar to an AWWA pressure class 150 pipe rating through pipe design calculations based on at least a 50-year service life at an internal working pressure of 100 psi with a safety factor of 2.5. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

Construction may not begin until the WI-DNR has approved the pressure class submittal, even if all additional submittals have been reviewed and approved by the Engineer. See Section 702.3 of these Special Provisions for more detailed information regarding the requirements of the WI-DNR submittal and Section 701.3 for more detailed information regarding submittals to the Engineer.

It is the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **ARTICLE 109.2            PROSECUTION OF WORK**

Work shall begin after the pre-construction submittals are approved and the start work letter has been issued. Submit the proposed construction schedule to the Engineer prior to mobilization.

**Work on this contract shall begin no later than 7 days after the issuance of the notice of start date. The start date shall be agreed upon between the Madison Water Utility and the DCRA.**

**All work under this contract shall be substantially completed no later than four weeks after the starting date.**

## **SECTION 701            PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

### **CONTACT INFORMATION**

For questions related to this Contract, contact the Madison Water Utility Project Engineer:

- Adam Wiederhoeft, PE  
Madison Water Utility  
(608) 266-9121  
[awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org)

For coordination with Water Utility work activities covered under this Contract, contact the Madison Water Utility Field Supervisor:

- Don Russell  
Madison Water Utility  
608-266-5985  
[drussell@madisonwater.org](mailto:drussell@madisonwater.org)

For coordination and/or questions related to DCRA requirements, contact the DCRA personnel:

- Michael Kirchner  
Engineering Director  
(608) 279-0449  
[kirchner@msnairport.com](mailto:kirchner@msnairport.com)
- David Jensen  
Deputy Airport Director  
(608) 246-3387  
[jensen.david@msnairport.com](mailto:jensen.david@msnairport.com)

## **AIRPORT COORDINATION REQUIREMENTS**

The standard specifications for background checks, security and badging requirements for the Dane County Regional Airport grounds are included in Section 701 of this specification. The Contractor superintendent and crew leaders shall have a background check, fingerprinting, shall complete the airport security class (Tuesday's at the airport for ~1.5 hours), and shall complete the badging requirements **PRIOR TO ISSUANCE OF THE NOTICE TO PROCEED.**

There shall be at least one superintendent or crew leader that has completed the airport security on site whenever there is work going on at the site. The Contractor shall pay for all costs associated with the security and badging requirements and include these costs in the proposal bid price.

Construction progress meetings will be scheduled with airport personnel, MWU engineers, and contractor representatives (superintendent and crew leaders required). A preconstruction meeting will be held approximately 2 weeks before any construction activity starts. This meeting shall be held at the Dane County Regional Airport. Coordinate this meeting with the Engineer and airport contacts given in Section 701 of this document. Construction progress meeting will be scheduled every 2 weeks unless the work requires more frequent meetings.

All work and open pits shall be completed from a distance of 250 feet minimum from the centerline of the main runway and 100 feet minimum from the centerline of each taxiway for safety reasons. These restricted areas are indicated on Sheet 1 – Restricted Area Map. Each piece of large equipment and all vehicles located on site must be marked with both an airport checkered flag and an amber, rotating beacon light. Contact the airport contacts with any questions about obtaining these markers.

If any work needs to be completed within the minimum safety distances from the runway and taxiway, the contractor is fully responsible for coordinating with the DCRA and paying any and all fees associated with airport service interruption. Working within the restricted areas requires a shutdown of the shuttle way and therefore should be done as a last resort to every other alternative.

While on site on the airport grounds, the contractor is responsible for contacting a DCRA official to be escorted onto the work site. In order to cross any runway, taxiway, or move to a new work site, a DCRA official must escort any workers to the new area. Due to the time requirements of this regulation, it is required to present a schedule of work at each of the pit locations to the DCRA at the pre-construction meeting. Any updates to this schedule shall be sent to the DCRA officials. DCRA officials will present any other coordination details at the pre-construction meeting.

Any equipment that the contractor wishes to store and stage on site at the DCRA can be stored with explicit permission of the DCRA at the old maintenance building located in the southwest corner of the project site. It is the responsibility of the contractor to coordinate with DCRA officials in order to receive appropriate authorization to store and stage large equipment.

Barrier fences shall be installed in locations shown on the drawings before any other work proceeds. All work including televising, lining, and bypass pumping work shall be performed outside the barrier fence. Barrier fence shall be furnished and installed according to the following specifications:

1. Fence post shall be notched conventional metal "T" or "U" shaped fence posts, spaced at
  - a. 10 ft on center, maximum.
2. Fence fabric shall meet the following requirements:
  - a. Color: International orange (UV stabilized)
  - b. Role Height: 48 inches (1.2 m)
  - c. Mesh Opening: 1 inch (25 mm) min to 3 inch (75 mm) max.
  - d. Resin/construction: high density polyethylene diamond mesh.
  - e. Service temperature: -60°F (-51°C) to 200°F (93°C) (ASTM D468)
  - f. Tensile yield: Avg. 2000 lbs (907 kg) per 48 inch (1.2m) width (ASTM 638)

- g. Ultimate tensile strength: Avg. 2900 lbs (1315 kg) per 48 inch (1.2 m) width (ASTM 638)
  - h. Elongations at break (%): Greater than 100% (ASTM 638)
  - i. Chemical resistance: Inert to most chemicals and acids.
3. Following restoration of the site, construction barrier fencing, including all posts, shall be removed and disposed of off-site by CONTRACTOR.

**AIRPORT SAFETY, SECURITY, AND RESTRICTIONS**

**Contractor shall follow all of the requirements of the DCRA attachments on the following pages.**

## DCRA ATTACHMENTS

## Dick Klaas

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**From:** Lenss, Martin [lenss@msnairport.com]  
**Sent:** Friday, February 15, 2008 3:51 PM  
**To:** Dick Klaas  
**Cc:** Kirchner, Michael; Dave Elder; Hamann, Patricia  
**Subject:** RE: DCRA specs  
**Attachments:** Auth Signature Form.doc; SIDA Badge APP.doc; DCRA BADGING GUIDE.doc

Dick -

Your understanding of the badge requirements from our 1-22-08 meeting is correct. We will badge the foreman (3-4 folks). They will need to complete the attached paperwork, schedule a time at the airport for fingerprinting (608.246.3380 x379, Pat), and attend airport security class. Airport security class is held on Tuesdays at 1000 and 1500. The class will take approximately 1 1/2 hours. I also attached the DCRA Badge Guide.

I will need you to complete the attached "authorized signature" form. The person who is an authorized signature will need to sign each employee's badge application as verification of their employment and need for an airport security badge. Typically the individuals who complete the "authorized signature" form are managers and supervisors.

You may submit the plans/specs to Mike and he and I will review. The airport's review will only take a few days (3).

Call if you have questions.

Marty Lenss  
Director of Operations/Public Safety  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704  
608-246-3392  
[www.msnairport.com](http://www.msnairport.com)



**Dane County Regional Airport  
Security Identification Display Area (SIDA)  
Authorized Signature Form**

		<b>Date:</b>
<b>Employer/Company Name:</b>	<b>Address:</b>	<b>Phone:</b>

**AUTHORIZED SIGNATURE INFORMATION**

As an authorized signer I understand that I will only sign applications for those employees that work for the above employer/company and require unescorted access to the Security Identification Display Area (SIDA) at Dane County Regional Airport.

<b>Authorized Signature</b>	<b>Printed Name</b>	<b>Job Title</b>

<b>Authorized Signature</b>	<b>Printed Name</b>	<b>Job Title</b>

<b>Authorized Signature</b>	<b>Printed Name</b>	<b>Job Title</b>



# DANE COUNTY REGIONAL AIRPORT FINGERPRINT AND UNESCORTED SIDA ACCESS APPLICATION



**IMPORTANT – PLEASE READ:** SECTION I *must* be reviewed and completed prior to completing SECTIONS II through IV. If you have been convicted or found “not guilty by reason of insanity” of any crimes listed in SECTION I you cannot be granted unescorted access to airport restricted areas and will not be issued an airport ID.

## SECTION I: CRIMINAL HISTORY DECLARATION

*Disqualifying Crimes as defined by 49 CFR Part 1542.209*

*A Conviction (within the last 10 years) Involving:*

- *Forgery of certificates, false marking of aircraft, and other aircraft registration violations*
- *Interference with air navigation*
- *Improper transportation of a hazardous material*
- *Aircraft piracy (including outside U.S. jurisdiction)*
- *Interference with flight crew members or flight attendants*
- *Commission of certain crimes aboard aircraft in flight*
- *Carrying a weapon or explosive aboard aircraft*
- *Conveying false information and threats*
- *Lighting violations involving transporting controlled substances*
- *Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements*
- *Destruction of an aircraft or aircraft facility*
- *Murder or assault with intent to murder*
- *Espionage, Sedition, or Treason*
- *Kidnapping or hostage taking*
- *Rape or aggravated sexual abuse*
- *Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon*
- *Extortion*
- *Armed or felony unarmed robbery*
- *Distribution of, or intent to distribute, a controlled substance*
- *Felony arson*
- *Felony involving a threat*
- *Felony involving:*
  - *Burglary, Theft, Bribery*
  - *Willful destruction of property*
  - *Importation or manufacture of a controlled substance*
  - *Dishonesty, fraud, or misrepresentation*
  - *Possession or distribution of stolen property*
  - *Aggravated assault*
  - *Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year*
- *Violence at international airports*
- *Conspiracy or attempt to commit any of these criminal acts*

I hereby certify that I have not been convicted or found not guilty by reason of insanity for any of the above listed crimes and I agree to notify Airport Operations within 24 hours if I am convicted or found not guilty by reason of insanity of any of these crimes. I hereby give permission to Dane County Regional Airport officials to conduct an FBI criminal history records check. The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

Applicant's Name (PRINTED): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION II: APPLICANT INFORMATION

Name of Applicant (Last, First, Middle)					Aliases or Nicknames		
Address (Street, City, State, Zip Code)						Home Phone Number	
Place of Birth (State/Country)		Citizenship Country			Driver's License Number / State Where Issued		
Date of Birth (MM/DD/YYYY)	Race	Height Ft/in	Weight lbs.	Sex	Social Security Number	Hair Color	Eye Color
Passport Country (if applicable)				Passport Number (if applicable)			
Alien Registration Number (if applicable)				Non-Immigrant Visa Number (if applicable)			

**NOTE:** A copy of the Criminal record received from the FBI will be provided to you upon receipt of a written request to the Airport Security Coordinator. Please write for all inquiries and questions about CHRC results:

**49 CFR Part 1542 Employees (non-air carrier):**

Martin Lenss, Airport Security Coordinator  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704

**49 CFR Part 1544 Employees (Air Carrier):**

Notify your Air Carrier

**SECTION III: Company/Employer Information**

Employer/Company	Supervisor's Name	Phone Number
Employer/Company Address (Street, City, State, Zip Code)		Date of Employment

I certify that this applicant is actively employed by the above listed employer/company, and requires unescorted access to the Security Identification Display Area (SIDA) at Dane County Regional Airport.  
 Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION IV: ID RULES & REQUIREMENTS**

1. I will comply with the access control system in place and use my ID each time I enter a restricted area. While I am in a restricted area, I will display my ID on my outermost garment.
2. I will challenge those persons found in restricted areas that are not displaying proper identification and will immediately report such individuals to the Dane County Sheriff Deputy or Airport Operations Department.
3. I will not permit unauthorized persons to enter restricted areas without challenging those persons and notifying the Dane County Sheriff Deputy or Airport Operations Department.
4. I will not permit others to enter ("piggyback") through doors and gates I have accessed unless they are under my escort.
5. I will not escort any person who has been issued a Dane County Regional Airport SIDA badge.
6. I will ensure that persons under my escort in restricted areas remain within my sight and control at all times.
7. I will not leave any open or unsecured door unattended.
8. I will not leave any door or gate unsecured after use.
9. I will enter only those areas I am authorized to enter.
10. I will not use my ID to bypass passenger screening when departing on flights from the Dane County Regional Airport terminal.
11. I will not permit other persons to use or wear my ID.
12. Should my Airport ID badge become lost, stolen, or mutilated, I will make a report immediately to my supervisor and the Airport Operations Department.
13. The ID badge is the property of the Dane County Regional Airport and I will surrender it to the proper authority on demand or termination.
14. I understand all of these rules, and those covered in my 49 CFR Part 1542.213 SIDA class, and that a violation of one or more of these rules may lead to fines or criminal charges, and suspension or revocation of my ID.
15. I will comply with all federally issued Security Directives (SD), failure to comply may result in monetary fines or suspension/revocation of my ID.

*The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both.*

Applicant's Name (PRINTED): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ID Number:

**\*FOR OFFICE USE ONLY\***

ID Color:  BLUE  YELLOW  PURPLE  TSA/STERILE P.I.N.

Company ID Code: \_\_\_\_\_

Date ID Issued: \_\_\_\_\_

Issued By: \_\_\_\_\_

Date ID Returned: \_\_\_\_\_

Received By: \_\_\_\_\_

ID Expiration Date: \_\_\_\_\_

Date Lost: \_\_\_\_\_

I certify that the listed applicant satisfactorily completed 49 CFR Part 1542.213(b) SIDA training, on \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that the listed applicant has completed the following type(s) of Dane County Regional Airport driver's training instruction.

\_\_\_\_\_ NMA \_\_\_\_\_ MA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Fingerprint Record Processed:**

I.D. Verification: Type #1: \_\_\_\_\_ Type #2: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fingerprint Response Received:  Approved  Denied Initials: \_\_\_\_\_ Date: \_\_\_\_\_ CHRC #: \_\_\_\_\_

TSA Threat Assessment Received:  Approved  Denied Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Assessment #: \_\_\_\_\_



# Privacy Act Notice



**Authority:** 49 U.S.C. §114 authorizes the collection of this information.

**Purpose:** DHS will use this information to conduct a security threat assessment on airport employees and other personnel or applicants who work in or have unescorted access to the **AOA**, secured area, sterile area, SIDA, or any area for which the airport has issued a personnel identification media.

**Routine Uses:** The information will be used by and disclosed to DHS personnel and contractors or other agents who need the information to assist in activities related to aviation security. Additionally, DHS may share the information with facility operators, law enforcement or other government agencies as necessary to respond to potential or actual threats to transportation security, or pursuant to its published Privacy Act system of records notice.

**Disclosure:** Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the completion of your security threat assessment, which may prevent your access to the **AOA**, secured area, sterile area, SIDA, or other area or purpose for which personnel identification media are issued.

**Applicant's Name (PRINTED):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# DANE COUNTY REGIONAL AIRPORT BADGING GUIDE



AIRPORT OPERATIONS OFFICE  
4000 INTERNATIONAL LANE  
MADISON, WI 53704  
PHONE: (608) 246-3397  
FAX: (608) 246-3385

# **DANE COUNTY REGIONAL AIRPORT**

## **BADGING GUIDE**

### **For Authorized Signers**

The following information is a general overview of the Airport's policies and procedures regarding issuance of Airport Identification Badges. It is intended for individuals who have been authorized by their company and the Airport to sign badging documentation. The information is not all-inclusive, but should be sufficient to assist you through the fingerprinting and badging process at the Dane County Regional Airport. These policies and procedures are subject to change without notice. Should you have any questions or need specific information please contact the Airport Operations Office at 246-3397.

#### **Badging Hours**

Airport Badging is conducted on the second floor of the terminal building in the Airport Administrative Offices. New employee badging is conducted on Tuesdays following completion of the Security Identification Display Area (SIDA) training course discussed below. Renewal badging for badge holders without airport driving authorization and replacement badging is conducted on a drop in basis during Administrative office hours of 8am to 4pm Monday through Friday. In order to renew a badge with Movement Area driving authorization you must attend an airport sponsored driver training course annually. Renewal and replacement badging hours may vary according to personnel availability.

#### **Authorized Signature File**

This is a file maintained by the Airport to identify signatures of individuals who are authorized to request fingerprinting and the issuance of ID badges. These individuals are tenant company supervisory employees who have been authorized by their company and the Airport to sign badging documentation on behalf of the company. The signatures on file are crosschecked against the various forms that arrive in the office with authorizing signatures on them. Additions or deletions to this list must be made in writing by the tenant company manager on company letterhead. Requests for ID badges are made by tenant companies on behalf of their employees. Each company is allowed to have three people who are authorized to sign badging documentation.

#### **Authorized Signer Responsibilities**

- Must be familiar with badging forms.
- Must be familiar with Airport Driving Environment (ADE) & Security Identification Display Area (SIDA) training requirements.
- Must be familiar with acceptable forms of ID.
- Must be familiar with Airport policy regarding appointments, training and testing.
- Responsible for accuracy and completeness of applications.
- Responsible for following up on application problems that may arise.
- Must be familiar with the Airport badge audit process.
- Must be familiar with TSA regulations 1540.103, 1540.209, 1542.211 USC Sec 1001 Title 18 USC.
- Must be familiar with the identification requirements and procedures in the Airport Security Program.
- Must be familiar with the handling and dissemination of the results of Criminal History Record Checks or Security Threat Assessments when applicable.
- Responsible for reporting lost badges and changes in an employee's access authority.

## **Fingerprinting**

Fingerprinting is performed according to the provisions of Transportation Security Regulation Part 1542.209; and is done to obtain a Criminal History Record Check (CHRC) on an individual. Fingerprinting is conducted on a drop in basis. Call prior to arriving to ensure that Airport staff is available. The applicant must arrive with a completed Fingerprint and Unescorted SIDA Access Application along with an authorizing signature, a signed copy of the Privacy Act Notice, and two acceptable forms of identification. Fingerprints cannot be taken unless the identity of the applicant is confirmed by the presentation of the two forms of ID. A list of acceptable identification is attached at the end of this guide.

Fingerprinting is done electronically and the applicant will be required to wash his or her hands prior to taking the fingerprints. Aircraft operators with an SON/SID number will receive the results of the criminal history record check at their corporate offices; all other results will be received at the Airport Operations Office. Certifications regarding the results of a criminal history record check are accepted from those aircraft operators with an SON/SID.

In addition to a fingerprint based Criminal History Record Check, information provided on Badge Applications will be sent to the Transportation Security Administration in order to complete a Security Threat Assessment. Badge applicants will not be allowed to attend any SIDA training until the Airport has received confirmation that the applicant has passed the Criminal History Record Check and Security Threat Assessment process.

To confirm that an applicant has passed the Criminal History Record Check and Security Threat Assessment process please call the Airport Administrative Office at (608) 246-3379.

## **New Badges**

Badges authorizing unescorted access authority to the SIDA or Sterile Area are issued only at the request of tenant management personnel and only for those individuals who have a need to perform their job related functions in that area. Tenant management personnel making requests for badging must have a signature on file and must make the request on a Fingerprint and Unescorted SIDA Access Application form. Individuals must present an ID badge application form bearing an authorized signature prior to being badged. The Airport has sole discretion for the decision to grant unescorted access authority to these areas for all applicants.

Badges granting unescorted access to the SIDA and Sterile Area will only be issued upon the successful completion of a fingerprint-based Criminal History Record Check and Transportation Security Administration Security Threat Assessment.

## **Renewal Badges**

Renewal badging for badge holders without airport Movement Area driving authorization will be conducted on a drop in basis and can be done 30 days prior to expiration. In order to renew a badge with airport Movement Area driving authorization you must attend an airport sponsored driver training course. Badge holders with Movement Area driving authorization must complete this course annually. To find out when the next driver training course will occur contact Airport Operations at 246-3397.

## **Expired Badges**

Expired badges are automatically deactivated by the access control system. Expired ID badges should be returned to the Operations Office for renewal or surrendered as appropriate. Tenant companies should ensure that employees renew their badges prior to expiration. Any attempt to use an expired ID badge is expressly prohibited and may result in penalty.

An expired ID badge no longer authorizes an individual unescorted access authority to the SIDA, ADE or Sterile Area. Individuals with SIDA or Sterile Area access who have a badge that is expired for more than 30 days may have to undergo a new fingerprint-based criminal history record check due to the interruption in unescorted access authority.

## **Replacement Badges**

Individuals who need a badge replaced due to damage or malfunction must present his or her current ID badge in order to have it replaced. Replacement badges may be done on a drop in basis. There is no charge for replacement of a damaged badge.

## **Lost Badges**

Lost ID badges must be reported to the Airport immediately upon discovery. Lost badges can be reported by calling the Airport Operations Office at 246-3397 24 hours a day. ID badges also serve as access media therefore it is important for the ID badge to be deactivated in order to remain in compliance with TSA security regulations and the Airport Security Program. Lost, stolen or unaccounted for IDs will incur a loss fee of \$40 which must be paid prior to a replacement badge being issued. If a lost badge is found and returned to Airport Operations, the County will issue a refund for \$25 of the \$40 lost badge fee.

## **SIDA Training**

Training is required under TSR 1542.213 for all individuals who have unescorted access authority to the SIDA. This training is done every Tuesday at 10:00am and 3:00pm, and consists of a PowerPoint presentation, video, and discussion. A handout is provided to the individual so they can take it with them for future reference. Individuals are encouraged to ask questions during the training to clarify any information they do not understand.

## **Driver Training - Non-Movement Area**

Individuals who are authorized by their company to drive on the non-movement areas (perimeter roads and aircraft parking ramps) must undergo driver training by the Airport in addition to driver training programs that may be required by their company. The individual must present a valid state issued driver's license.

Training consists of a PowerPoint presentation and video. Individuals are provided with a copy of the Airside Driving Regulations. On completion of the training the individual must successfully complete a short test with a score of 100%. Individuals who do not pass the test will not be badged and will be required to re-test.

The Airport has sole discretion for the decision to grant Airside driving privileges for all applicants.

## **Driver Training – Movement Area**

Please contact the Airport Operations Office at 246-3397 for information on movement area driving authorization. Such authorization is restricted to Airport personnel, Military personnel and selected FAA personnel with a demonstrated need.

## **Termination of Employment—Change in Access Authority**

Companies are required to notify the Airport of any change in an employee's access authority. This includes not only termination of employment but also changes in job functions that would no longer require that the employee have unescorted access authority to the SIDA, ADE or Sterile Area. It is required that this notification be made immediately upon the change occurring, in all circumstances, in order that the appropriate changes can be made to the access control system.

The ID badges of terminated employees must be returned to the Badging Office. Each ID badge issued by the Airport must be accounted for; when more than 5% of ID badges for a color category are unaccounted for the Airport is required to re-badge that color category.

## **Audits**

The Airport Operations Office periodically conducts audits of the identification media and access control media as well as Airport issued keys in compliance with TSA security regulations. These audits require the participation of the tenant companies to be accurate and successful. When asked to participate in an ID or key audit it is important to return the audit materials by the date indicated for the timely completion of the audit. Audit information is subject to review by the TSA.

## **Badging Fees**

The following are fees for badging services; these fees are subject to change by the Airport without notice.

- Fingerprinting \$35
- ID badge Deposit (for all non-tenant employees) \$50
- Loss or unaccountability fee \$40

Fingerprinting fees must be paid in advance or at the time fingerprints are taken.

The Airport may adjust badge loss fees based on a tenant companies ID badge loss ratio.

A refund of \$25 will be given for lost badges subsequently returned within 7 days of issuing the replacement badge.

Fees may be paid by check, cash or money order. Credit cards are not accepted. Checks should be made payable to the Dane County Regional Airport.

## **Airport Issued Keys**

The Airport maintains a lock and key system for terminal doors and some perimeter access gates. Please contact the Operations Office for information regarding the issuance of keys.



## **Fraud and Falsification**

§ 1540.103 Fraud and intentional falsification of records.

No person may make, or cause to be made, any of the following:

- (a) Any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium, or any amendment thereto, under this subchapter.
- (b) Any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance with this subchapter, or exercise any privileges under this subchapter.
- (c) Any reproduction or alteration, for fraudulent purpose, of any report, record, security program, access medium, or identification medium issued under this subchapter.

## **Security Responsibilities of Employees and Others**

§ 1540.105 Security responsibilities of employees and other persons.

(a) No person may:

- (1) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under this subchapter.
- (2) Enter, or be present within, a secured area, ADE, SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- (3) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas, ADE's, or SIDA's in any other manner than that for which it was issued by the appropriate authority under this subchapter.

(b) The provisions of paragraph (a) of this section do not apply to conducting inspections or tests to determine compliance with this part or 49 U.S.C. Subtitle VII authorized by:

- (1) TSA, or
- (2) The airport operator, aircraft operator, or foreign air carrier, when acting in accordance with the procedures described in a security program approved by TSA.

## List of Acceptable Documents

<b>List A</b>	<b>OR</b>	<b>List B</b>	<b>AND</b>	<b>List C</b>
<p><b>Documents that Establish Both Identity and Employment Eligibility</b></p> <ol style="list-style-type: none"> <li>1. U.S. Passport (unexpired or expired)</li> <li>2. Certificate of U.S. Citizenship (USCIS Form N-560 or N-561)</li> <li>3. Certificate of Naturalization (USCIS Form N-550 or N-570)</li> <li>4. Unexpired foreign passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization</li> <li>5. Permanent Resident Card or Alien Registration Receipt Card with photograph (USCIS Form I-151 or I-551)</li> <li>6. Unexpired Temporary Resident Card (USCIS Form I-688)</li> <li>7. Unexpired Employment Authorization Card (USCIS Form I-688A)</li> <li>8. Unexpired Reentry Permit (USCIS Form I-327)</li> <li>9. Unexpired Refugee Travel Document (USCIS Form I-571)</li> <li>10. Unexpired Employment Authorization Document issued by USCIS that contains a photograph</li> </ol>	<p><b>Documents that Establish Identity</b></p> <ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by Federal, State, or local government agency or entity provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> </ol> <p><b>For persons under the age of 18 who are unable to present a document listed above</b></p> <ol style="list-style-type: none"> <li>1. School record or report card</li> <li>2. Clinic, doctor, or hospital record</li> <li>3. Day-care or nursery school record.</li> </ol>	<p><b>Document that Establish Employment Eligibility</b></p> <ol style="list-style-type: none"> <li>1. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)</li> <li>2. Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350)</li> <li>3. Original or certified copy of a birth certificate issued by a State, county, municipal authority, or outlying possession of the United States bearing an official seal.</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (USCIS Form I-197)</li> <li>6. ID Card for use of Resident Citizen in the United States (USCIS Form I-179)</li> <li>7. Unexpired employment authorization document issued by USCIS (other than those listed under List A)</li> </ol>	<p><b>AND</b></p>	<p><b>List C</b></p>

**\*Accepted Combinations will be:**

- **One item from List A**
- **One item from List B and one item from List C**
- **If applying for Driving privileges must have a Driver's License**

## **GENERAL PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The CIPP liner system shall consist of either a spin-cast monolithic surfacing system or a resin-impregnated flexible tube system, which when cured, forms a hard, impermeable, corrosion resistant pipe-within-a-pipe. The new CIPP liner shall be designed as a Class IV structural liner, not relying on the remaining strength of the host pipe to withstand long-term external loading and internal pressure per AWWA M-28 and as required in the Contract documents.

As the piping system is intended for the conveyance of potable water, the proposed CIPP liner system must be certified as complying with the requirements of NSF/ANSI Standard 61 and be listed on the NSF Approved Product Listing website:

- <http://www.nsf.org/Certified/PwsComponents>

Failure of the selected CIPP lining system to be satisfactorily installed in the existing water main shall not relieve the responsibility to provide satisfactorily reconstructed water mains. Any cost associated with the removal of the unsatisfactorily installed liner and the subsequent, satisfactory reinstallation of an approved liner shall be borne solely by the Contractor, and no claims shall be made against Madison Water Utility or the City of Madison, WI for such required work.

During the warranty period, any defects that might affect the integrity or strength of the CIPP shall be repaired or replaced at no cost to Madison Water Utility or the City of Madison, and are to be executed in accordance to the manufacturer's recommendations and to the satisfaction of the Engineer.

## **SECTION 701.1      REFERENCE SPECIFICATIONS AND STANDARDS**

The following references apply to CIPP lining work and are to be the latest edition and revision.

### American Society for Testing and Materials (ASTM):

- F1216: Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- F1743: Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
- D2992: Obtaining Hydrostatic or Pressure Design Basis for "Fiberglass" (Glass Fiber Reinforced Thermosetting Resin) Pipe and Fittings
- D5813: Cured-In-Place Thermosetting Resin Sewer Piping Systems (Section 6.4)
- D7065: Determination of Nonylphenol, Bisphenol A, p-tert-Octylphenol, Nonylphenol Monoethoxylate and Nonylphenol Diethoxylate in Environmental Waters by Gas Chromatography Mass Spectrometry
- D7574: Determination of Bisphenol A in Environmental Waters by Liquid Chromatography/Tandem Mass Spectrometry

### American Water Works Association (AWWA):

- M28: Rehabilitation of Water Mains
- C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
- C602: Cement Mortar Lining of Water Pipelines in Place – 4-in and Larger
- C651: Disinfecting Water Mains

### Environmental Protection Agency (EPA):

- Method 524.2: Measurement of Purgable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry

### NSF/American National Standards Institute (ANSI):

- 61: Drinking Water Components

In case of conflicting requirements between the Contract Special Provisions and the referenced specifications and standards, these Special Provisions will govern.

## **SECTION 701.2      QUALIFICATION REQUIREMENTS FOR CIPP REHABILITATION**

### **Installer:**

- The liner installer must be certified or licensed by the liner manufacturer to perform the installation and rehabilitation work. The installer and/or their subcontractor shall not have less than three years of active experience in the installation of structural CIPP water main liners in pressure pipe applications and shall have completed at least five projects of similar size as required for this project, unless otherwise authorized by the Engineer in writing.
- The installer shall install the liner in accordance with the liner system manufacturer's requirements, NSF requirements, and Section 703 of these Special Provisions.

### **Product:**

- The CIPP system to be installed must be certified as complying with the requirements of NSF/ANSI Standard 61 drinking water components.
- The CIPP liner must meet the requirements of AWWA M-28 Liner Classification IV (Structural), capable of withstanding all external loads and internal design pressure for a minimum of 50-years.
- The Class IV structural CIPP liner must demonstrate comparable similarity to AWWA pressure class 150 rated pipe, based on criteria defined by WI-DNR. Liner design requires WI-DNR approval prior to installation (See sections 108.2 and 702.3 of these Special Provisions).
- The product shall meet the material requirements identified in Section 702 of these Special Provisions.

## **SECTION 701.3      SUBMITTALS**

At least 20 working days prior to the planned start of construction, deliver the WI-DNR submittal to the department. It should be considered advantageous to submit the WI-DNR submittal prerequisite as early as possible to minimize risk of construction delay (see section 108.2 and 702.3 of these Special Provisions for instructions).

At least two weeks prior to the planned start of construction, deliver the submittals designated in 701.3 (a) to the Engineer. The Engineer will review the required submittals and respond to the Contractor in writing within two weeks of receipt. Submittals to the Engineer shall be electronic (unless specified otherwise) and delivered to the Project Engineer.

It is the Contractor's sole responsibility to obtain approval for all required submittals identified in this contract; no claim shall be made against the Department of Natural Resources, the Madison Water Utility or the City of Madison if authorization to proceed is not granted due to unsatisfactory submittals.

Construction may not begin until the pre-construction submittal package is accepted in writing by the Engineer and the WI-DNR submittal has been accepted in writing by the WI-DNR. Once authorized to proceed with construction, the submittal requirements identified in Sections 701.3 (b) and 701.3 (c) shall be required in accordance with section 703 – Construction Methods.

## **SECTION 701.3(A)      PRE-CONSTRUCTION SUBMITTAL REQUIREMENTS**

### **CIPP product data:**

- WI-DNR Submittal per Section 108.2 and Section 702.3 of these Special Provisions.
- ANSI/NSF Standard 61 certificate for the proposed CIPP liner system and any associated installation products such as liner lubricant (Section 702.1). Include any NSF 61 installation/curing requirements for the proposed CIPP liner system.
- CIPP liner design and thickness calculations prepared and stamped by a Professional Engineer (per design criteria of Section 702.2).

- Manufacturer's technical data and applicable product testing data for the proposed CIPP liner system, including all applicable instructions for installation, handling, storing, and inspecting the product.
- Documentation of compliance with ASTM F1216 Standards or ASTM F1743 Standards, as applicable.
- Documentation of compliance with AWWA Liner Structural Classification IV - Structural (AWWA M-28: Rehabilitation of Water Mains – Appendix A).
- Documentation of compliance with chemical resistivity requirements of ASTM D5813 Section 6.4, including chemicals commonly used to treat drinking water (Section 702.1).

Quality Assurance Submittals:

- Manufacturer's certification, identifying the Contractor as a licensed installer and list of at least five successfully completed projects of similar scope (Section 701.2).
- Blank copy of field installation log for liner segments identifying all QA/QC verifications, measurements and tolerances which will be monitored & recorded by the installer during installations.
- Traffic Control Plan (Section 107.7).
- CIPP Liner Disinfection Plan (Section 703.14)
- Proposed construction schedule (Section 109.2).
- Proposed location and dimension of access pits and vehicle/equipment storage (Section 703.4)

**SECTION 701.3(B) CONSTRUCTION SUBMITTAL REQUIREMENTS**

- Pre-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5).
- Resin material quantities for the tube to be installed (Section 703.8).
- Copy of CIPP field curing data log (Section 703.9 (b)).
- Copy of hydrostatic pressure test log and test results (Section 703.10)
- Post-Installation CCTV recording to the Engineer and WI-DNR (Section 703.5 and Section 703.12)
- Physical product samples from each liner segment installed (Section 703.15)

**SECTION 701.3(C) POST-CONSTRUCTION SUBMITTAL REQUIREMENTS**

- Product Evaluation Test Data (Section 703.15):
- Short Term Flexural Properties Report
- Tensile Properties Report
- CIPP Wall Thickness Report

**SECTION 702 MATERIALS**

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining materials and all associated materials required under this Contract.

See the Plans and Standard Specifications for material requirements of pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed under this Contract.

**SECTION 702.1 CIPP MATERIALS**

For resin-impregnated flexible tube systems, the CIPP liner shall consist of one or more concentric layers of an absorbent material (i.e. felt, synthetic fiber), and may also contain additional materials such glass fiber reinforcement or polymeric membranes. The CIPP tube is to be impregnated with an epoxy resin system that is compatible with the proposed installation procedures. For spin-cast surfacing systems the

epoxy resin CIPP material shall yield a structural, monolithic pipeline surfacing with proper sealing connections to un-surfaced areas and a hard, impermeable surface that is suitable for water service.

The CIPP lining system must be certified for use in potable drinking water applications by NSF/ANSI 61: Drinking Water Components, which is standard for health effects of all devices, components, and materials to ensure that these products do not contribute contaminants to drinking water that could cause adverse health effects. The product shall also be listed on the NSF Approved Product Listing website, <http://www.nsf.org/Certified/PwsComponents/>.

The liner shall form tightly to the internal circumference of the host pipe without leaving annular space that could compromise the liner system performance in a pressurized environment.

The liner shall not leach organic compounds (volatile organic compounds or bisphenol A) into the potable water system. Pre-installation and post-installation water quality sampling shall be performed to verify that the installed liner system is consistent with NSF/ANSI 61 certification requirements. See Section 703.15 of these Special Provisions for more information.

The CIPP liner system, when cured, shall be chemically resistant to internal exposure to drinking water treated with common chemical additives and meet the sewer corrosion performance requirements of ASTM D5813, Section 6.4.

The resin impregnated tube shall have a relatively uniform thickness that when compressed at installation pressures (and after curing is completed) will equal or exceed the approved minimum design thickness, excluding the thickness of any polymeric membranes or any other non-structural surface coatings.

The use of a lubricant during the installation process may be needed to reduce friction. The lubricant used shall be a nontoxic, NSF/ANSI 61 certified product compatible for use with the approved CIPP liner system. If lubricated installation will be considered, submit the lubricant's NSF certification with the preconstruction submittals identified in Section 701.3 (a) of these Special Provisions.

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

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended installation procedures for future service-line corporation stop tapping in 1-inch, 1 ½-inch and 2-inch diameters.

The proposed CIPP liner system shall be compatible with and include manufacturer's recommended procedures for 4-inch to 8-inch pressurized live-taps using a Mueller CL-12 drilling machine and cutting head.

**SECTION 702.2      DESIGN PARAMETERS**

The design of the CIPP liner shall be based on the following design conditions, in addition to the manufacturer's standards and referenced standards:

Host Pipe Diameter / Material / Length (total length to be lined)	Revision - Addendum 1 - June 1, 2018 10-in 1942 cast iron / 10-in 2000 ductile iron
Internal Operating Pressure	100 psi
Ovality of Existing Pipe	2% Minimum
Soil Modulus	700 psi
Soil Unit Weight	120 pcf Minimum
Soil Depth (above top of pipe)	7-feet
Safety Factor	2.5
Design Condition	Fully Deteriorated, Pressure Pipe
Live Loads	AASHTO HS20-44 Loading Under Roadways

The CIPP liner design and thickness calculations are to be prepared and stamped by a Professional Engineer actively licensed in the State of Wisconsin and submitted to the Engineer and WI-DNR for approval in accordance with the submittal requirements of Section 701.3 (a) of these Special Provisions.

### **SECTION 702.3 WORKING PRESSURE REQUIREMENT**

As identified in Section 108.2 of these specifications, the proposed structural CIPP liner system must demonstrate comparative similarity to an AWWA pressure class 150 requirements in order to be approved for installation as a Class IV structural liner by WI-DNR.

Section NR811.69 (2), Wis. Adm. Code, states in part, "All pipe shall be minimum AWWA pressure class 150 and shall be designed for a minimum 100 psi working pressure except as approved by the Department for special low pressure applications."

The department's working pressure criteria for considering the installation of structural CIPP liners is that the CIPP liner must sufficiently demonstrate that it is designed, at a minimum, for a 50-year service life with 100 psi internal working pressure and a design safety-factor of 2.5.

WI-DNR requests the working pressure class verification of the proposed CIPP liner is to be demonstrated based on pressure rating and design calculations that use long-term hydrostatic strength data obtained through hydrostatic design basis (HDB) testing procedures, such as:

- Procedure B in ASTM D2992: Obtaining Hydrostatic Design Basis for Glass Fiber Reinforced Thermosetting Resin Pipe and Fittings, OR;
- ASTM D2837: Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

Submit the CIPP liner design calculations based on the design conditions described above, and in Section 702.2. The submittal shall include the calculated pressure rating and the HDB Test Report per Sections 5.7 & 6 of ASTM 2837 or Sections 14 & 15 of ASTM D2992.

For CIPP liners designed without long-term hydrostatic strength data obtained through HDB test methods, submit the CIPP liner design calculations (based on the design conditions described above, and in Section 702.2) using the Fully Deteriorated Pressure Pipe Condition formula (Section X1.3.2 in ASTM F1216). In lieu of HDB strength data, submit documentation to confirm the value and the method used to obtain the value used as the '50-year tensile strength' in the formula. The submittal must include the pipe design calculations and the basis for the long-term strength value used in the design calculations.

The pressure class verification documents are to be submitted to the WI-DNR and to the Engineer as part of the initial submittal package required in Section 701.3 (a) of these Special Provisions. Construction may not begin until the WI-DNR has approved the pressure class verification, even if all additional submittals have been reviewed and approved by the Engineer. WI-DNR will respond to the Contractor regarding their submittal within 20-business days of receipt.

Submit the WI-DNR pressure class verification documents by certified mail:

- Marvin Hansen  
Public Water Supply Section  
Wisconsin Department of Natural Resources  
PO Box 7921  
Madison, WI 53707-7921

Or submit electronically to:

- [marvin.hansen@wisconsin.gov](mailto:marvin.hansen@wisconsin.gov)

### **SECTION 702.4 DELIVERY, STORAGE, AND HANDLING CIPP LINER**

Transport, handle, and store the liner and thermosetting resin, and other materials as recommended by the manufacturers to prevent damage.

CIPP liner materials that are defective or damaged prior to installation shall be rejected and replaced at the no expense to the City. Liner materials damaged during installation shall be repaired or replaced as recommended by the manufacturers and approved by the Engineer.

#### **SECTION 702.5      TEMPORARY BYPASS SERVICE MATERIALS**

No temporary bypass line will be needed for this project due to the absence of services at this location.

#### **SECTION 703      CONSTRUCTION METHODS**

In addition to the Standard Specifications, these Special Provisions apply to CIPP lining activities all associated construction activities required under this Contract.

See the Plans and Standard Specifications for construction and installation requirements for any pavements, granular materials, ductile iron water main pipe, valves, hydrants, and fittings identified to be installed under this Contract by the Contractor.

Perform all CIPP applicable construction activities with the Section 703 Construction Methods Special Provisions.

#### **SECTION 703.1      SAFETY**

Perform all work under this contract in accordance with local, state, Dane County Regional Airport, and federal safety regulations. Erect such signs and other related devices as necessary for the safety of the work site and to secure the site. All work shall conform to the safety requirements of pertinent regulations and as identified in these specifications.

In addition to all DCRA work area and access requirements, carry out all operations in strict accordance with all applicable OSHA and manufacturer's safety requirements. Emphasis shall be placed upon safety requirements for excavations, entering confined spaces, air quality, and working with chemicals, hot water, hot air and/or steam.

#### **SECTION 703.2      PRE-CONSTRUCTION RESPONSIBILITIES**

Provide adequate notice to Madison Water Utility and DCRA prior to mobilization. Madison Water Utility, in coordination with DCRA, will schedule and conduct a preconstruction meeting with the Contractor at a mutually acceptable time.

Do not operate water main valves, curb stops, or fire hydrants without direct authorization from a Madison Water Utility representative. For any other work affecting the water system, provide the Engineer at least two working-days notice prior to beginning, per Section 105.12 of these Specifications or as applicable to Section 703.3 of the Standard Specifications.

Water necessary for cleaning, disinfection and flushing, etc. will be available, at no cost per Special Provision Section 107.11, from one location prior to the start of construction. Contact Madison Water Utility to schedule the installation of RPZ valves at least two (2) working-days notice prior to the time water service is needed. The provided water source will be in close proximity to the lines being rehabilitated. Furnish any necessary piping or flexible hoses, fittings, required for connection between the RPZ valve on the fire hydrant and where water is required.



**SECTION 703.3      TEMPORARY WATER SERVICE**

No temporary water bypass will be needed for this project due to the absence of any services at this location.

**SECTION 703.3(F)      24-HOUR MAINTENANCE**

Maintain and repair as necessary all associated protective equipment (barricades, flashers, ramps etc.) at all times. Be equipped to make all repairs necessary at the project site through the duration of the project.

Designate a permanent company employee or subcontractor available and able to maintain the work site 24 hours every day, seven days a week (including holidays). Provide Madison Water Utility with the applicable emergency and after-hours phone numbers as part of the proposed Pre-Construction Submittal requirements required in Section 701.3(A) of these Special Provisions.

**SECTION 703.4      EXCAVATION OF CIPP LINER INSERTION/EXTRACTION PITS**

Based on the information represented on the Plans, the field conditions of the work-site and any design/manufacturing limits of the CIPP liner, identify the number and location of access pit points required to rehabilitate the designated water main. Submit the proposed locations and dimensions to the Engineer for approval as part of the pre-construction submittal requirements in Section 701.3(A) of these Special Provisions.

Madison Water Utility will provide the excavation and water removal, if necessary, for establishing the approved water main access pits, and other approved excavations on the site. Provide at least two (2) working-days notice prior to the anticipated start of the work to coordinate work schedules. The Madison Water Utility coordinator for this work is:

- Don Russell  
Madison Water Utility Field Supervisor  
608-266-5985  
[drussell@madisonwater.org](mailto:drussell@madisonwater.org)

Excavation by Madison Water Utility will not begin until all underground facilities have been marked through Digger's Hotline (three working days notice required). Excavation work, other than emergency repairs, that is needed outside of normal work hours (Monday-Friday 7:30 AM to 3:30 PM) or excavations requested with less than two working days notice shall be the responsibility of the Contractor if Madison Water Utility resources are unavailable.

Coordinate the work on-site with Madison Water Utility to ensure that the ditch dimensions adequately allow for the Contractor's proper installation and maintenance of shoring/trench protection and also that the proper length of existing pipe is exposed in the pit based on the manufacturer's recommended installation procedures.

Madison Water Utility will also provide the backfilling work including backfill material, compacting the backfill material, removal of excess ditch/backfill material, final restoration of the access pit, and other work deemed incidental to preparing the ditch and/or pavement base.

The Contractor shall be required to furnish, install, and maintain the shoring/trench protection in the access pits, as well as any other maintenance associated with the access pits after they are excavated.

Shoring/trench protection shall comply with the Standard Specifications and applicable OSHA regulations. Shoring shall be installed such that it completely fills the trench from the bottom of the excavation to a height 1-foot above finished grade. Shoring shall be free of any holes or defects that would otherwise allow standard clear stone to pass through. Minimum inside rectangular dimensions of all shoring enclosures shall be 5.5-feet by 7.5-feet.

Install chain link fencing around all access pits while the pits are open and shored. The chain link fencing shall also be wrapped with high-visibility orange safety fencing. Mount reflective signage on all sides of the fencing to warn of an open excavation. Install barricades as needed on streets where additional traffic control may be required.

The existing water main shall be cut square using an appropriate cutting device which leaves no split or fractured ends. All cut faces of the existing water main shall be chamfered on the inside surface to a suitable profile to prevent damage to the liner pipe during or after insertion. Edge guards, approved lubrication, or other means shall be used as needed to protect the liner from damage caused by the host pipe edges at insertion points.

Immediately upon opening the host main at the liner insertion points, the ends of the adjacent existing water main that are not to be lined at the insertion/extraction points shall be covered/plugged by the Contractor so that no debris or animals shall enter into them during reconstruction work.

A thorough examination of the route of the existing water main shall be made by after cutting the existing water main. This should include a pipeline location survey with equipment capable of locating any changes in direction, valves, bends, intrusions, and other fittings that may impede the insertion and/or proper inflation of the CIPP liner.

#### **SECTION 703.5            CLEAN AND INSPECT THE EXISTING WATER MAIN**

Remove all internal debris from the pipeline that will interfere with the CIPP liner installation. Pipes shall be adequately cleaned with high-velocity jet cleaners; mechanically powered equipment; cable-attached devices; or fluid-propelled devices (e.g., pipe pigs).

The cleaning method shall remove all rust, scales, tuberculation, deposits, loose or deteriorated remains of any original coatings and other foreign materials from the inside of the pipe so as to produce a smooth metal surface finish that will allow the new CIPP liner to adhere and securely bond to the existing host pipe.

Lawfully dispose of all materials removed from the pipe during the cleaning operation at an off-site location, and pay all associated landfill fees and taxes. Lawfully dispose of any and all leftover materials and/or byproducts of the rehabilitation process at an off-site location, and pay all associated landfill fees and taxes. Cleanup of any soil contamination caused by or encountered during the excavation and/or water main lining process is to be the responsibility of the Contractor.

Verification of readiness to install the liner shall be performed by experienced personnel trained in locating services, breaks, obstacles, etc. This will include closed-circuit television (CCTV) and possibly also include pipe mandrels or other devices. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP liner. These conditions shall be noted and brought to the attention of the Engineer so that they may be corrected. Copies of CCTV inspection videos and related reports shall be made available to the Engineer, in the form of a USB drive or downloadable files, as soon as possible for review and approval prior to commencement of lining activities.

It shall be the responsibility of Madison Water Utility to remove any unforeseen obstructions that might prevent the liner installation. Madison Water Utility shall have the right to make corrective repairs using in-house staff; a third-party contractor; or if it is deemed to be in Madison Water Utility's best interest to do

so, the Engineer may authorize the Contractor to make repairs and compensate the additional work under the terms of this Contract.

Any external water leaking back into the existing pipeline shall be removed so as not to interfere with the proper installation and curing of the CIPP liner.

Verify the length of water main sections to be cleaned and lined. Flush the host pipe with clean water to remove any loose debris from the interior surface of the pipe, and remove all standing water from the inside surfaces of the cleaned water main by passing a sufficient number of oversized foam swabs through the main. A progressive expansion method to remove standing water is also allowed.

Perform and submit to the Engineer video recordings, in the form of a USB drive or downloadable files, of the closed circuit television (CCTV) inspection of existing water mains at two intervals:

1. Prior to water main lining, per Section 703.5 of these Special Provisions.
2. The finished pipeline after service reinstatement, per Section 703.5 and Section 703.12 of these Special Provisions.

Provide Madison Water Utility and the Wisconsin Department of Natural Resources with a complete set of all required inspection videos. The picture quality and definition shall be clear and acceptable for viewing on a computer. Information on the files shall identify the water main section, direction of travel, and the date of inspection. Where applicable, the videos shall include voice description of the location of any identified defects.

#### **SECTION 703.7            EQUIPMENT SUFFICIENCY**

Provide a suitable quality and quantity of temperature and pressure gauges capable of meeting or exceeding the manufacturer's standards and specifications for monitoring installation and curing of the CIPP liner. Puller units and winch cables shall be equipped with manufacturer-recommended tension gauges, and shall be smooth running and variable speed. The cutting devices shall be remotely-monitored devices for use inside the lined pipes.

Prepare and inspect all necessary tools and any spare parts that are required for equipment which suffers recurring breakdowns, and ensure that said tools and spare parts are available at the work-site. Prepare and make operable all necessary communication equipment for the installation field crew.

#### **SECTION 703.8            RESIN MATERIAL INSPECTION**

Ensure that the Engineer and other Madison Water Utility representatives are able to inspect the epoxy resin materials and/or the chemical impregnation procedures of the CIPP liner tube or spin-cast surfacing liners. The resins and catalyst systems shall be prepared as recommended by the liner manufacturers, NSF, and as approved by the Engineer and shall be monitored and documented for each installation.

The quantities of the resins and catalyst systems must be prepared in accordance to the manufacturer's standards and NSF requirements to yield liners that, when cured, provide at least the lining thickness specified in the approved liner designs plus additional allowances for polymerization shrinkage and the loss of resins through irregularities in the deteriorated host pipe walls. Liner thickness measurements shall exclude the thickness of any polymeric membranes or any other non-structural surface coatings. Ratios of the epoxy resin mixtures shall be documented for each installation and verified for consistency with ratios identified on the product's NSF/ANSI 61 certification.

If any chemical impregnation procedures are done onsite, the impregnation shall be done in an enclosed vehicle or other controlled environment approved by the Engineer. On-site impregnation in the open is not acceptable.

## **SECTION 703.9      INSTALLING THE CIPP LINER**

Prior to installing the CIPP liner, verify full compliance with the approval requirements of the Engineer as specified in Section 701.3 of these Special Provisions; also verify full compliance with the approval requirements of the WI-DNR as specified in Sections 108.2 and 702.3 of these Special Provisions. Do not proceed with the installation of liners until the Engineer, in writing, certifies compliance and gives direction to proceed with the CIPP liner installations. The approved liners shall be installed pursuant to the specific provisions set forth for the approved lining methods.

### **SECTION 703.9(A)      PREPARING AND INSERTING THE CIPP LINER**

The CIPP liner system shall be installed within the existing water main through the insertion point by either spin-casting, inversion or by the pull-in-place method, as recommended by the manufacturer and as specified in ASTM F126/1723 and/or other applicable ASTM Standards required by the Engineer.

The liner dimensions shall be sufficient enough to fully extend the liners within the host pipe both circumferentially and longitudinally. Liner dimensions must also ensure that the proper finished pipe thickness will be obtained, with the liners either adhering to or fitting tightly against the interior walls of the existing pipes and without creating annular spaces between the liners and the host pipes.

Before installation begins, confirm as applicable the minimum pressure required to hold the liners tight against the existing pipeline and the maximum allowable pressure so as not to damage the liner materials. In order to ensure a proper fit of the liners, pressure shall be maintained between the recommended minimum and maximum pressures through the duration of the installation process. As applicable, verify that field installation data-logs and installation procedures are consistent with manufacturer recommendations and any installation/curing requirements identified in the NSF/ANSI 61 certifications for the liner products.

### **SECTION 703.9(B)      CURING THE CIPP LINER**

The equipment used to execute the curing of the CIPP liners shall be in accordance with the liner manufacturer's equipment requirements. As applicable, the equipment shall be capable of uniformly raising the temperature in the entire liner above the temperature required to initiate and complete the curing of the resin system. The required temperatures shall be determined by the manufacturer requirements of the approved resin/catalyst systems. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the incoming and outgoing heat exchanger circulating heating medium. The monitoring devices shall be in accordance to Section 703.6 of these Special Provisions. Thermocouples or temperature gauges or infra-red guns shall be used at the insertion and extraction points to determine and record the temperature of the liners and times of exotherm.

Sufficiently monitor and document the pressure readings, temperature readings and the time of readings throughout the duration of the curing process (from before the initiation of the heat source through the cool-down phase). A copy of the documentation shall be submitted to the Engineer in accordance with Section 701.3(B) of these Special Provisions.

The cure periods shall be of a duration recommended by the resin manufacturers and/or the NSF/ANSI 61 certification. Extend the duration as necessary for the site specific conditions at the time of curing (temperature, moisture level, thermal conductivity of soil, etc.). During this cure time, it is required that the temperature inside the liner be continuously maintained at or above the temperature required by the manufacturer and/or NSF/ANSI 61 requirements for curing the product.

The curing shall be considered complete when inspection of the exposed portions of the liner show it to be hard and sound, and the temperature readings at the interface of the liners with the host pipes show that enough heating had occurred to ensure that no portions of the CIPP liner have not been fully cured.

Once the cures are ensured to be 100% complete, cool the hardened liners to a temperature below one hundred degrees Fahrenheit (100°F) before relieving the internal pressure. The cool-down shall be accomplished as recommended by the manufacturers. Care shall be taken during the release of the internal pressure so that a vacuum does not develop that could damage the newly installed liner.

After the liners are sufficiently cooled to below one hundred degrees Fahrenheit (100°F), and before beginning to reinstate the service laterals, a CCTV inspection of the newly installed liners shall be performed to confirm that the liners were properly installed and completely cured. If no services are involved then this inspection is to be recorded and delivered to the Engineer on video as the final TV inspection submittal.

The finished lining segments shall be continuous over their entire lengths and be free from visual defects such as foreign inclusions, dry spots, pinholes and de-laminations. All lining shall be impervious and free of any leakage.

If at the insertion/extraction ends the lining fails to make a tight seal, notify the Engineer and apply a seal of a resin mixture compatible with the CIPP liner or repair using manufacturer's approved methods if different from above.

#### **SECTION 703.10      PRESSURE TESTING**

Pressure testing for water-tightness is required on all CIPP sections installed, and shall be completed after the preliminary video inspection but before the reinstatement of service connections, unless otherwise directed by the Engineer.

Remove any trapped air and stabilize the CIPP liner prior to beginning hydrostatic pressure testing.

Perform hydrostatic pressure test on the lined water main at a hydrostatic pressure of 25% greater than the normal area pressure, for a period of one hour.

After the one-hour test, the quantified make up water shall be calculated and if the loss at test pressure exceeds what is acceptable (up to 20 gallons per inch diameter, per mile, per day) identify the source of the loss and minimize it in a manner acceptable to the Engineer.

#### **SECTION 703.12      FINAL TELEVISION INSPECTION**

A final television inspection and video recording of the rehabilitated water main, including the restored service connections, shall be performed immediately after work is completed. The final CCTV recording on video shall be submitted to the Engineer in accordance to Sections 701.3(B) and 703.5 of these Special Provisions.

Should the results of this final inspection reveal any defects that are determined by the Engineer to be repairable, repair these defects as directed by the Engineer. Should the results of this final inspection reveal any defects that are determined by the Engineer and manufacturer not to be repairable, remove and replace the existing water main as ordered by the Engineer. Any repairs or replacements, as directed, shall be completed at no cost to Madison Water Utility or the City of Madison.

#### **SECTION 703.13      RECONNECT WATER MAIN**

After the final television inspection is completed, Madison Water Utility will furnish and install new water main and reinstall the removed sections of the existing pipeline (e.g. at insertion/reception pits, valves, connections, etc.) as indicated on the Plans. Any required cutting or removal of lined water main will be done in accordance to the manufacturer's recommendations provided to Madison Water Utility. Any additional shoring or trench protection needed for installing/reconnecting water mains will be the

responsibility of Madison Water Utility. Provide at least two (2) working-days notice to the Madison Water Utility contact listed in Section 703.4 prior to the anticipated start of the water main work, to coordinate work schedules.

Madison Water Utility main installation/reconnection work, other than emergency repairs, shall only occur during normal working hours (Monday-Friday 7:30 AM to 3:30 PM) unless otherwise approved by the Madison Water Utility.

The Contractor shall be responsible for furnishing and performing water main disinfection according to the Standard Specifications and these Special Provisions. Coordinate and work with Madison Water Utility during the water main installations/reconnections to properly perform disinfection procedures and to ensure the adequacy of the new materials furnished and installed by Madison Water Utility.

#### **SECTION 703.14      DISINFECTION**

All rehabilitated water mains, newly installed water mains, or reinstalled existing water mains shall be properly disinfected by the Contractor and produce a safe-water sample before any customers may be reconnected to the water system. Coordinate this work with Madison Water Utility to properly disinfect and ensure the adequacy of all new water mains being furnished and installed by Madison Water Utility or others.

As part of the submittals required under Section 701.3(A) of these Special Provisions, include the proposed CIPP Lining Disinfection Plan to the Engineer for approval. The plan shall identify the disinfection, flushing, and applicable customer notification procedures required to properly disinfect all water main work included in this Contract. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains.

Once all of the pipe work is completed, perform chlorine disinfection of the newly installed pipe and CIPP liner in accordance with the approved CIPP Liner Disinfection Plan.

Properly dispose of any highly-chlorinated water in accordance to Standard Specification 703.14(C). Sampling and testing will be done according to the Standard Specifications.

Customer service lines shall be transferred from the temporary bypass system to the newly-rehabilitated system after acceptable water samples have been obtained and approved by the Engineer in accordance to Section 703.14(A) these Special Provisions, and after the line has been flushed following the 24-hour stagnation sampling procedures in Special Provisions Sections 703.15

#### **SECTION 703.15      MADISON WATER UTILITY WATER QUALITY SAMPLING AND TESTING**

Madison Water Utility shall sample and test the rehabilitated drinking water system to ensure that the CIPP lining system is not leaching any volatile organic compounds (VOCs) and/or Bisphenol A (BPA) into the water. Sampling shall occur after the disinfection and flushing of the rehabilitated water main. Locations (and number of samples) to be taken shall be determined by the WI-DNR.

After approved disinfection and flushing, allow the water within the filled rehabilitated pipe sections to stagnate for at least 24-hours before Madison Water Utility takes the post-lining testing samples. Notify the Engineer prior to beginning the stagnation period.

Madison Water Utility will pay for all fees associated with this testing. **VOC/BPA samples shall only be allowed to be taken between Mondays and Wednesdays of the work week.**

After the post-lining VOC and/or BPA samples have been collected and the Engineer has authorized proceeding, the customer service lines shall be transferred from the temporary bypass system to the permanent service lines on the rehabilitated water main.

#### **SECTION 703.16      QUALITY ASSURANCE TESTING**

A thorough evaluation of the CIPP liner is intended and considered incidental to the installation of the CIPP liner. Prepare and collect all product/material samples required herein, complete all requested testing procedures, and submit to the Engineer all associated test results, data, and reports in a timely manner.

Product / Material Samples:

- Collect and submit one restrained tube sample prepared as specified in ASTM F1216 for each liner segment installed. Notify the Engineer if a restrained tube sample cannot be prepared due to physical constraints; a flat plate sample shall be prepared in lieu of the restrained tube. These samples will be in addition to any samples required for required product evaluation testing.

Product Evaluation Testing / Test Data:

- CIPP flat plate samples shall be prepared and physical properties tested in accordance with ASTM F1216 Section 8.1.3.1 – Short Term Flexural Properties, and ASTM F1216 Section 8.1.32 – Tensile Properties.
- CIPP liner wall thickness shall be tested for each liner segment installed in accordance with ASTM F1216 Section 8.6 – CIPP Wall Thickness. The minimum wall thickness at any point shall not be less than the approved minimum design wall thickness, excluding the thickness of any polymeric membranes or any other non-structural surface coatings.
- Test results from the VOC analysis (Section 703.14(B)).
- Test results from the BPA analysis (Section 703.14(C)).

#### **SECTION 703.17      ACCEPTANCE**

Site restoration is considered incidental to the installation of the CIPP liner. Ensure that the entire work-site is sufficiently restored to pre-construction conditions or better. Any excavated areas and other work areas prepared or maintained by Madison Water Utility will be restored by Madison Water Utility.

The CIPP liner shall be deemed acceptable when the installation is performed according to these Special Provisions and Contract documents, and when the applicable tests data submittals are satisfied according to Section 703.16 of these Special Provisions.

Any remaining work pertinent to backfilling excavations, pavement milling, placing asphalt, placing concrete, etc. shall be the responsibility of Madison Water Utility and/or the City of Madison.

#### **BID ITEM 90160:      STRUCTURAL REHABILITATION OF 10-IN WATER MAIN**

##### **1.      Description.**

These bid items will apply to the areas as described in Article 104 of these Special Provisions and includes all labor, materials, plant, equipment, samples, tests and insurance required and necessary for the designing, fabricating, furnishing, delivering, mobilization, traffic control, cleaning, inspecting/surveying, installing, field and lab testing and reporting, reconnecting, disinfecting, site restoration, and re-commissioning of the existing water main reconstructed by using an approved CIPP liner method and do all work incidental thereto, all in accordance with the Plans, Special Provisions, and applicable Standard Specifications, and as directed by the Engineer.

Included in these bid items shall be the cost of all labor, material and equipment required to locate and set-up insertion and receiving pits (excavated by Madison Water Utility) with sheeting/bracing in

accordance to OSHA and the Standard Specifications (See Section 703.2 – Excavation and Section 703.3 – Sheeting, Bracing and Shoring), carefully hand excavating if required, removal of existing pipe, cleaning up, disposal of any removed materials-, and cut/remove portions of the existing water main at insertion and extraction points.

In addition, included in these bid items shall be the cost for mobilization, traffic and site control, signage, miscellaneous site facilities and equipment, all required submittals, notifications, CCTV inspection and video recording, field and lab testing as required in the Contract documents, and other incidentals required to complete the work. No separate or additional payment will be made for this work.

**2. Materials.**

Materials under these bid items shall be in accordance to Section 702 of these Special Provisions and applicable Standard Specifications.

**3. Construction Methods.**

Construction methods under these bid items shall be in accordance to Section 703 of these Special Provisions and applicable Standard Specifications.

**4. Method of Measurement.**

The quantity of these bid items to be measured for payment shall be the number of linear feet of existing water main actually reconstructed by the approved CIPP lining method, complete, all in accordance with the Contract documents and to the satisfaction of the Engineer, measured along the centerline of the water main from insertion point to extraction point.

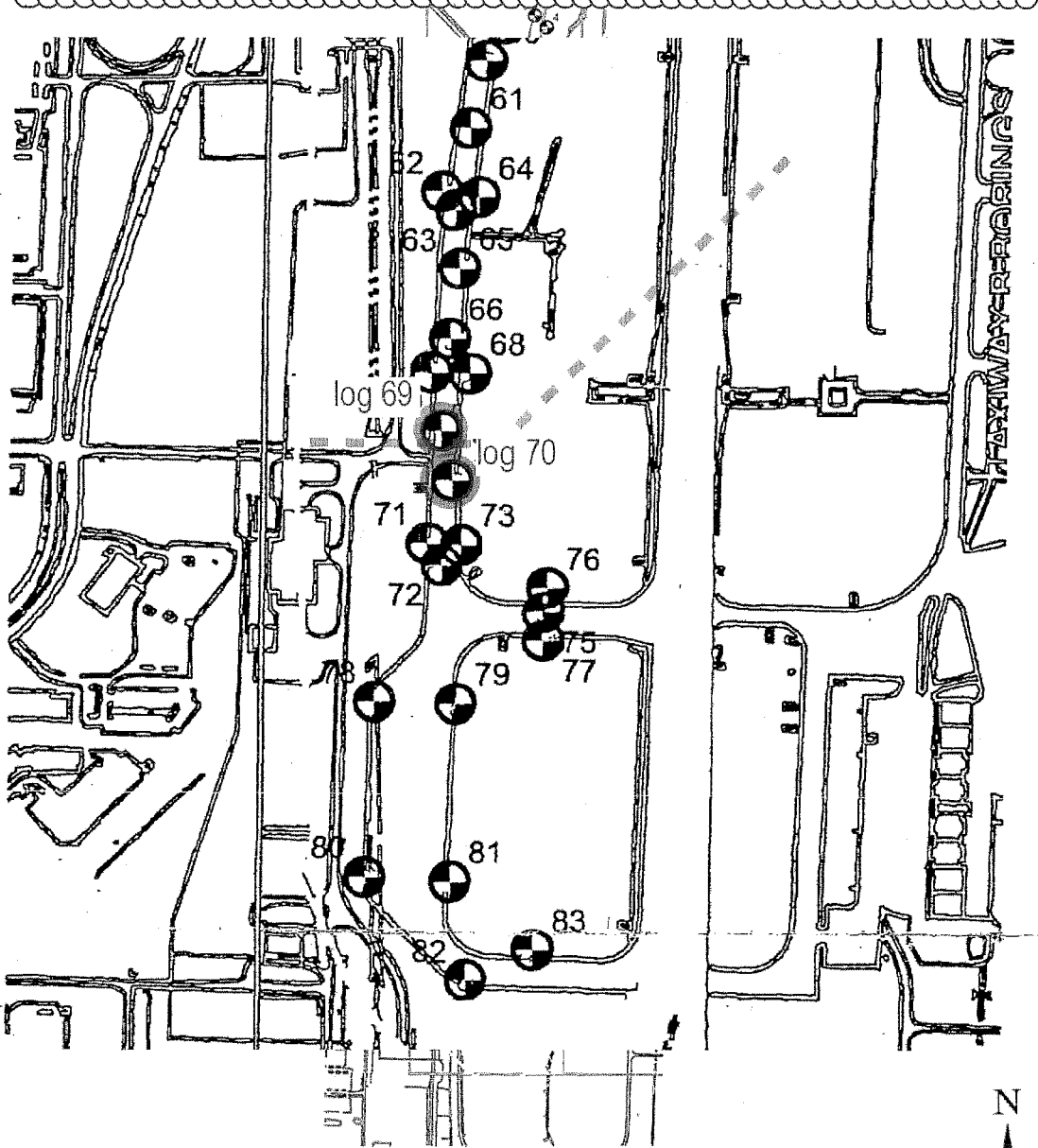
**5. Basis of Payment.**


These bid items shall be paid for at the Contract unit price per linear foot. Payment per linear foot shall be full compensation for all work in furnishing and installing the liner as specified.



REVISION - ADDENDUM 1 - JUNE 1, 2018

NOTE THAT SHALLOW GROUNDWATER WAS OBSERVED NEAR THE EXISTING WATER MAIN AT THE EAST TAXIWAY IN JANUARY 2009. ANY DEWATERING REQUIRED TO FACILITATE CIPP LINER INSTALLATION WORK WILL BE CONSIDERED INCIDENTAL TO BID ITEM 90160 - 'REHABILITATE 10-IN WATER MAIN USING STRUCTURAL CIPP'.



 <sup>2</sup> = Boring 2 (typical)

N  
↑  
NOT-TO-SCALE

**Soils & Engineering Services, Inc.**

1102 STEWART STREET • MADISON, WISCONSIN 53713-4648

Phone: 608-274-7600 • 888-866-SOIL (7645)

Fax: 608-274-7511 • Email: soils@soils.ws

CONSULTING CIVIL ENGINEERS SINCE 1966

**LOCATION SKETCH**

Taxiway A Reconstruction  
Dane County Regional Airport  
City of Madison  
Dane County, Wisconsin



**DRAWING**  
12674.11-1

## NOTES

1. The drilling for the soil borings was performed using 2¼-inch-inside-diameter, continuous flight, hollow-stem augers.
2. The soil sampling for the borings was performed in accordance with ASTM Designation D 1586. The number of blows required to drive a 2-inch-outside-diameter, split-barrel sampler 12 inches, or fraction thereof when so noted, with a 140-pound hammer falling 30 inches is recorded in the "N-Value" column at the approximate middle elevation of the sample. This number of blows is the "standard penetration resistance."
3. The boreholes that were greater than 10 feet in depth, that intersected the groundwater table, or that intersected possible contaminated soils were backfilled with bentonite after determining the depth to water. The boreholes that were less than or equal to 10 feet in depth were backfilled with auger cuttings after determining the depth to water.
4. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual. The recovered soils were visually identified in accordance with the Unified Soil Classification System (USCS) as defined in ASTM Designation D 2487. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
5. The Soil Boring Records are a part of the geotechnical report. The geotechnical report should be included in the bidding or reference documents.

## N-VALUE LEGEND

PS = Pushed Stone

## TEST RESULTS LEGEND

$q_p$  = Penetrometer reading,  $\frac{\text{ton}}{\text{ft}^2}$

NM = Natural moisture, % moisture by weight

LI = Loss on ignition, % organic content by weight

LL = Liquid limit, % moisture by weight

PL = Plastic limit, % moisture by weight

$P_{200}$  = % passing the No. 200-mesh sieve

## REMARKS LEGEND

NR = No Recovery

Dry = Dry relative moisture condition

D = Damp relative moisture condition

M = Moist relative moisture condition

W = Wet relative moisture condition


S = Saturated relative moisture condition


D-M = Damp to Moist relative moisture condition

M-W = Moist to Wet relative moisture condition

TO = Topsoil/Organic Odor

## SAMPLER TYPE LEGEND

 2-inch-outside-diameter, split-barrel sampler

 Sample obtained from the auger flights

### **Soils & Engineering Services, Inc.**

1102 STEWART STREET • MADISON, WISCONSIN 53713-4648

Phone: 608-274-7600 • 888-866-SOIL (7645)

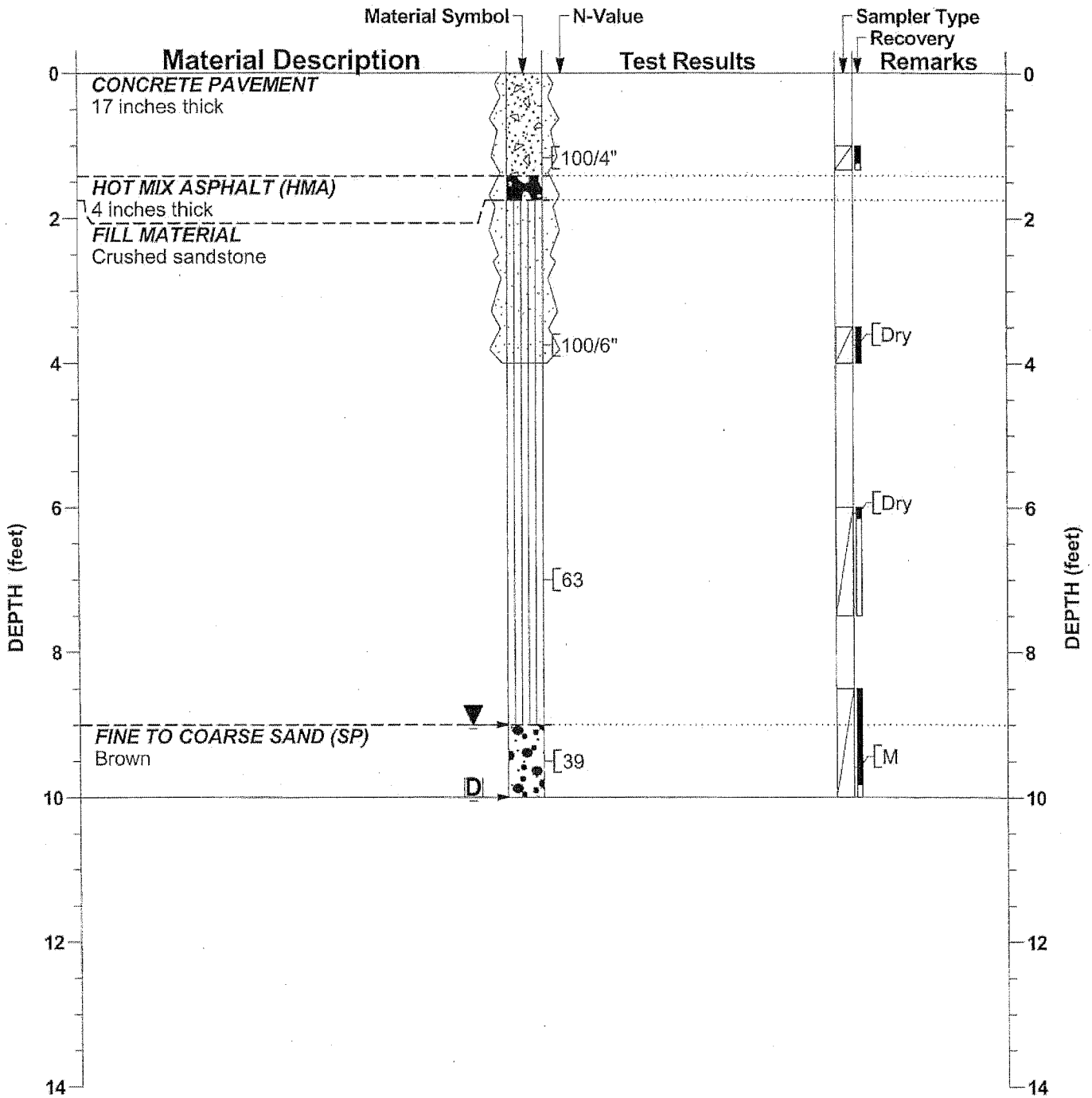
Fax: 608-274-7511 • Email: soils@soils.ws

CONSULTING CIVIL ENGINEERS SINCE 1966

**NOTES AND LEGEND**  
Taxiway A Reconstruction  
Dane County Regional Airport  
City of Madison  
Dane County, Wisconsin




DRAWING  
12674.11-2

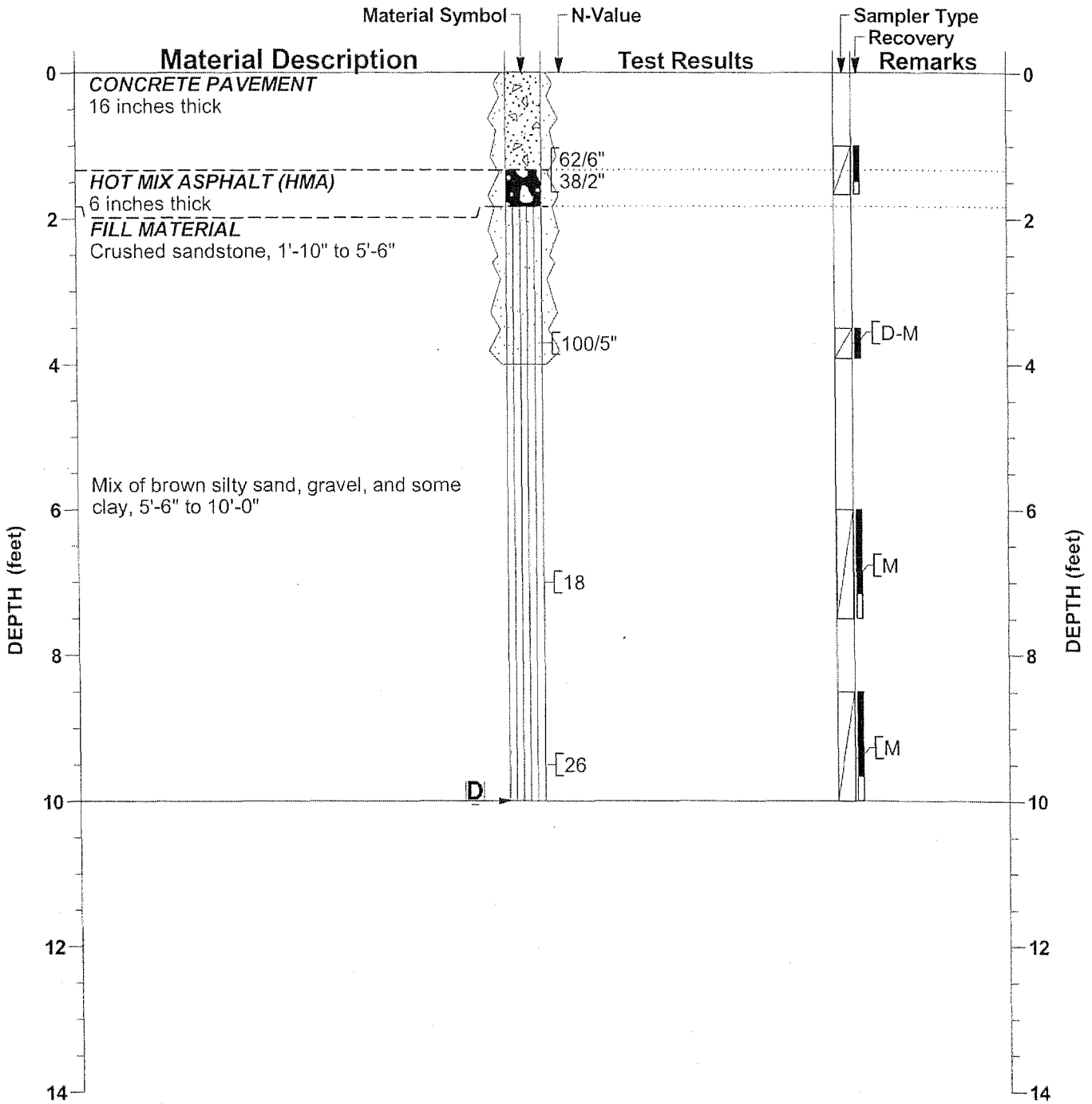


**WATER LEVEL LEGEND**  
 ▼ 9'-0" (estimated)  
 D Dry 10'-0" at completion

**OTHER LEVEL LEGEND**  
 [Symbol] Frozen, 0'-0" to 4'-0"

For Notes and Legend, see Drawing 12674.11-2.


<p><b>Soils &amp; Engineering Services, Inc.</b>                  1102 STEWART STREET • MADISON, WISCONSIN 53713-4648                  Phone: 608-274-7600 • 888-866-SOIL (7645)                  Fax: 608-274-7511 • Email: soils@soils.ws                  CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>SOIL BORING RECORD</b>                  Taxiway A Reconstruction                  Dane County Regional Airport                  City of Madison                  Dane County, Wisconsin</p>	 DRAWING 12674.11-71
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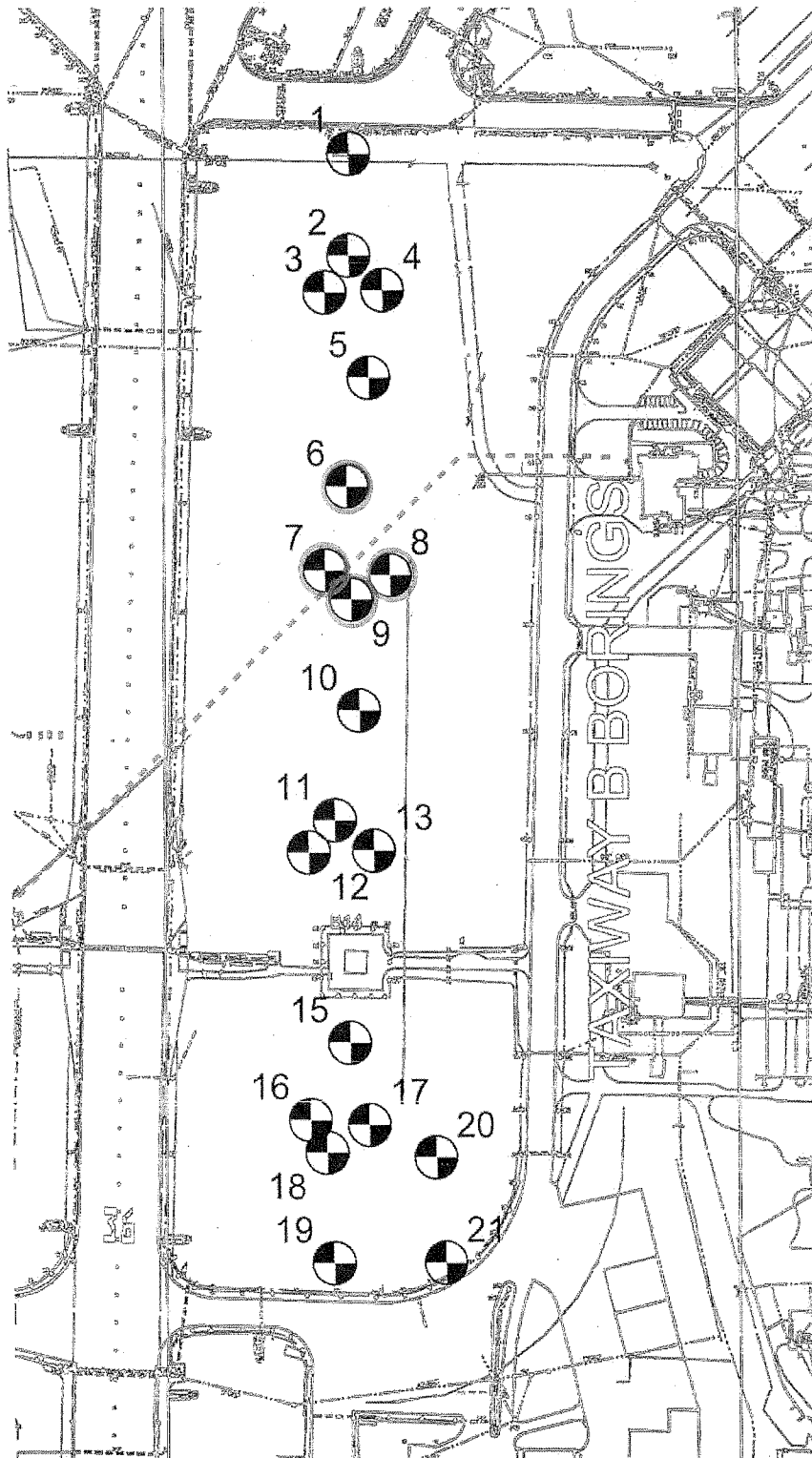



**WATER LEVEL LEGEND**  
 [D] Dry 10'-0" at completion

**OTHER LEVEL LEGEND**  
 [Symbol] Frozen, 0'-0" to 4'-0"

For Notes and Legend, see Drawing 12674.11-2.

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 <sup>2</sup> = Boring 2 (typical)

N  
↑  
NOT-TO-SCALE

**Soils & Engineering Services, Inc.**

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CONSULTING CIVIL ENGINEERS SINCE 1966

**LOCATION SKETCH**

Taxiway B Reconstruction  
 Dane County Regional Airport  
 City of Madison  
 Dane County, Wisconsin

State ID AIP 3-55-0036-42, CONTRACT 4  
 D-24



**DRAWING**  
 12674.12-1

## NOTES

1. The drilling for the soil borings was performed using 2¼-inch-inside-diameter, continuous flight, hollow-stem augers.
2. The soil sampling for the borings was performed in accordance with ASTM Designation D 1586. The number of blows required to drive a 2-inch-outside-diameter, split-barrel sampler 12 inches, or fraction thereof when so noted, with a 140-pound hammer falling 30 inches is recorded in the "N-Value" column at the approximate middle elevation of the sample. This number of blows is the "standard penetration resistance."
3. The boreholes that were greater than 10 feet in depth, that intersected the groundwater table, or that intersected possible contaminated soils were backfilled with bentonite after determining the depth to water. The boreholes that were less than or equal to 10 feet in depth were backfilled with auger cuttings after determining the depth to water.
4. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual. The recovered soils were visually identified in accordance with the Unified Soil Classification System (USCS) as defined in ASTM Designation D 2487. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
5. The Soil Boring Records are a part of the geotechnical report. The geotechnical report should be included in the bidding or reference documents.


## TEST RESULTS LEGEND

$q_p$ = Penetrometer reading, $\frac{\text{ton}}{\text{ft}^2}$	LL = Liquid limit, % moisture by weight
NM = Natural moisture, % moisture by weight	PL = Plastic limit, % moisture by weight
LI = Loss on ignition, % organic content by weight	$P_{200}$ = % passing the No. 200-mesh sieve

## REMARKS LEGEND

D = Damp relative moisture condition	D-M = Damp to Moist relative moisture condition
M = Moist relative moisture condition	W-S = Wet to Saturated relative moisture condition
W = Wet relative moisture condition	
S = Saturated relative moisture condition	

## SAMPLER TYPE LEGEND

 2-inch-outside-diameter, split-barrel sampler

### **Soils & Engineering Services, Inc.**

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Fax: 608-274-7511 • Email: soils@soils.ws

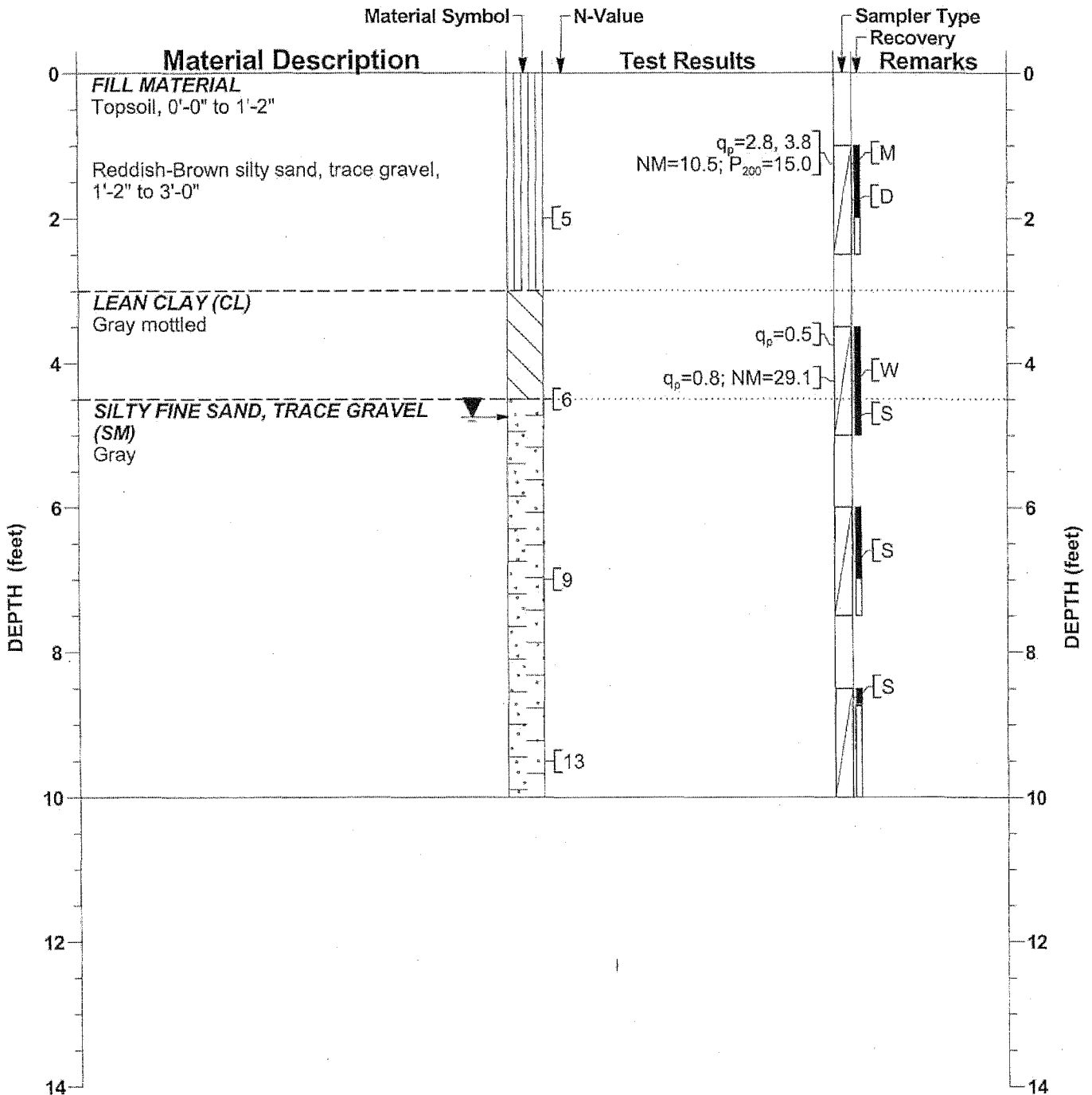
CONSULTING CIVIL ENGINEERS SINCE 1966

### **NOTES AND LEGEND**

Taxiway B Reconstruction  
Dane County Regional Airport  
City of Madison  
Dane County, Wisconsin  
State ID AIP 3-55-0036-42, CONTRACT 4




**DRAWING**  
12674.12-2

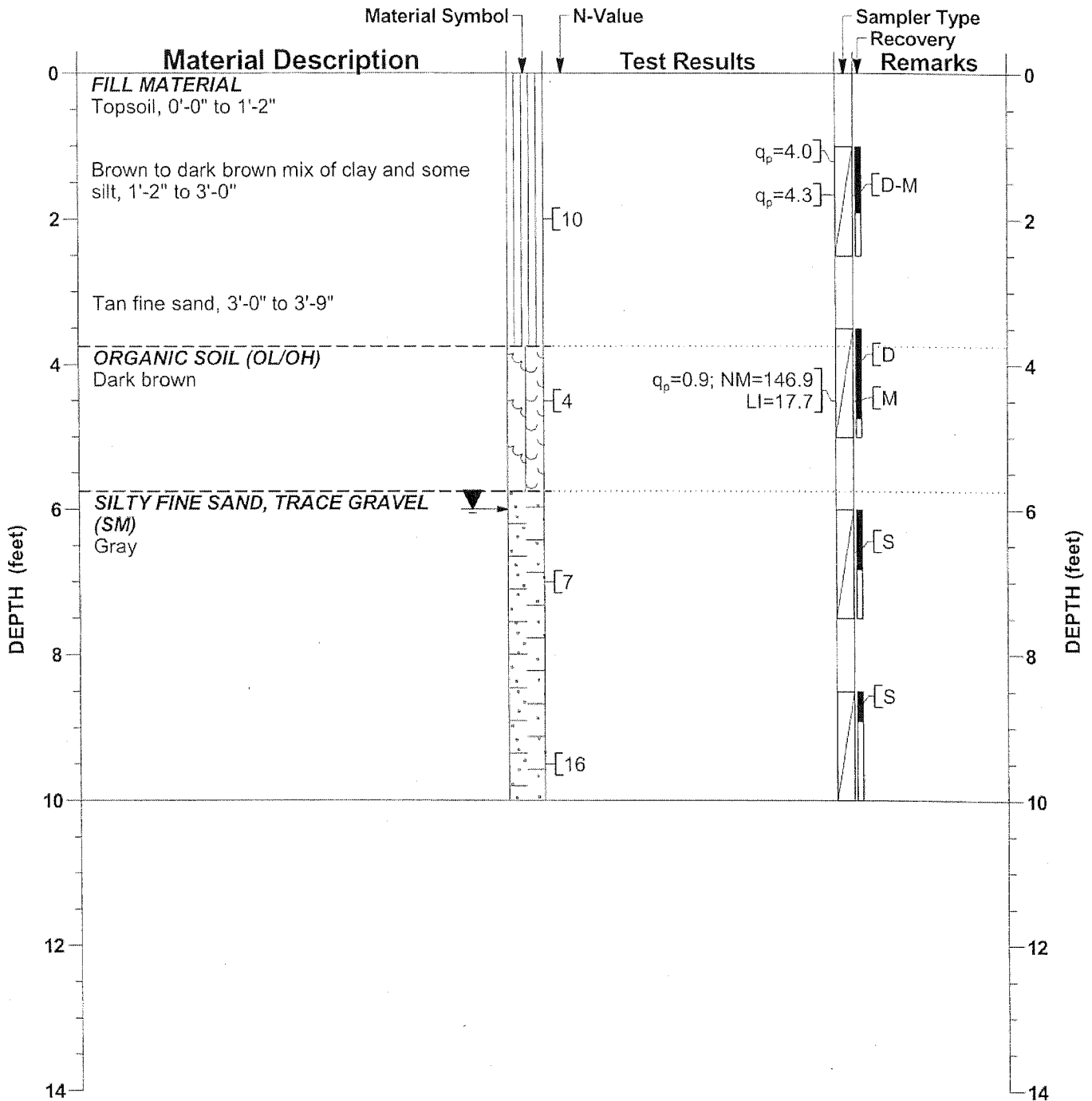


WATER LEVEL LEGEND

▼ 4'-9" at completion


For Notes and Legend, see Drawing 12674.12-2.

<p><b>Soils &amp; Engineering Services, Inc.</b>                  1102 STEWART STREET • MADISON, WISCONSIN 53713-4648                  Phone: 608-274-7600 • 888-866-SOIL (7645)                  Fax: 608-274-7511 • Email: soils@soils.ws                  CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>SOIL BORING RECORD</b>                  Taxiway B Reconstruction                  Dane County Regional Airport                  City of Madison                  Dane County, Wisconsin                  State ID AIP 3-55-0036-42, CONTRACT 4</p>	 DRAWING 12674.12-8
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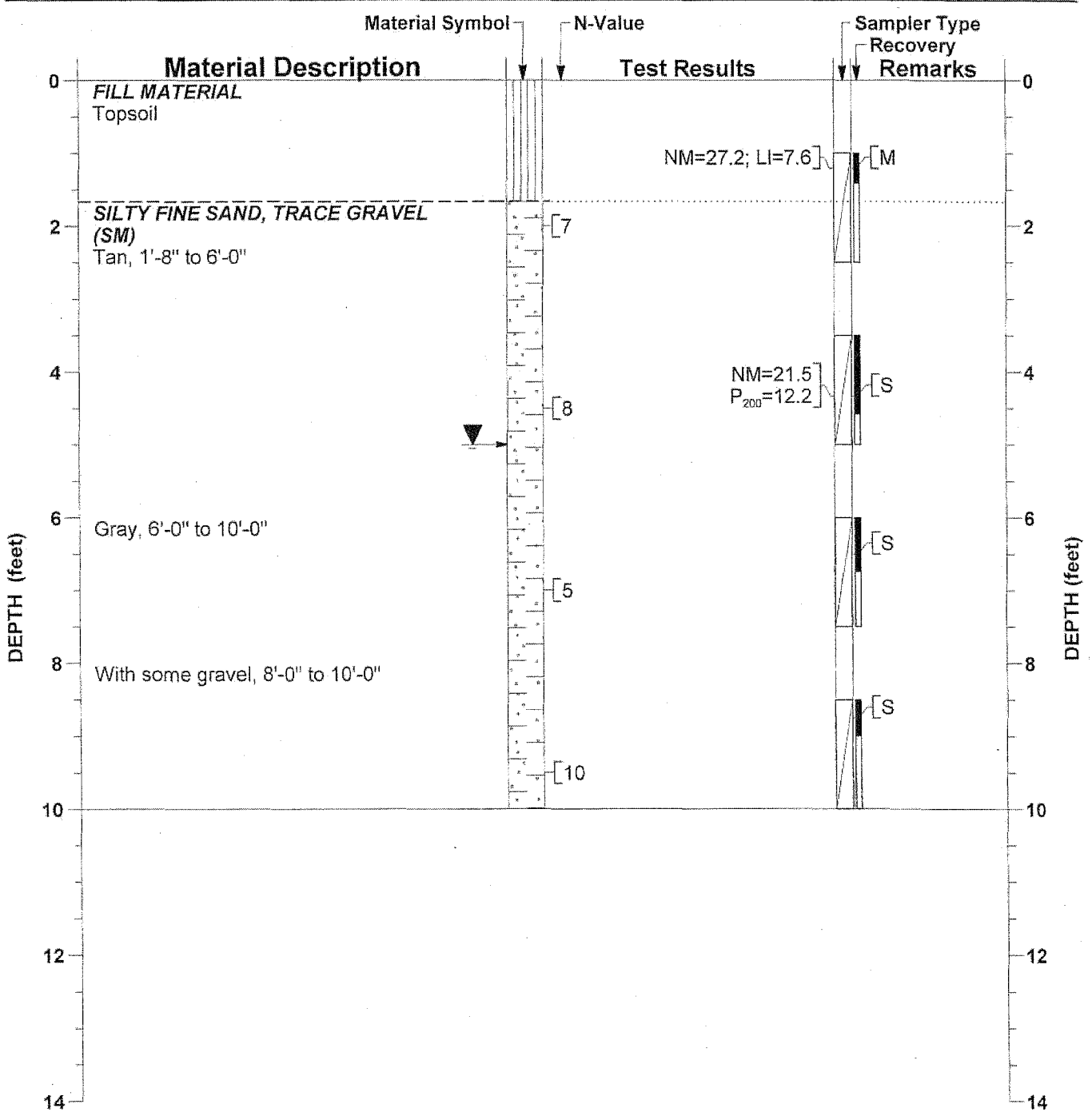


**WATER LEVEL LEGEND**  
 ▼ 6'-0" at completion

For Notes and Legend, see Drawing 12674.12-2.

<p><b>Soils &amp; Engineering Services, Inc.</b>                  1102 STEWART STREET • MADISON, WISCONSIN 53713-4648                  Phone: 608-274-7600 • 888-866-SOIL (7645)                  Fax: 608-274-7511 • Email: soils@soils.ws                  CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>SOIL BORING RECORD</b>                  Taxiway B Reconstruction                  Dane County Regional Airport                  City of Madison                  Dane County, Wisconsin                  State ID AIP 3-55-0036-42, CONTRACT 4</p>	 DRAWING 12674.12-9
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**WATER LEVEL LEGEND**

▼ 5'-0" at completion

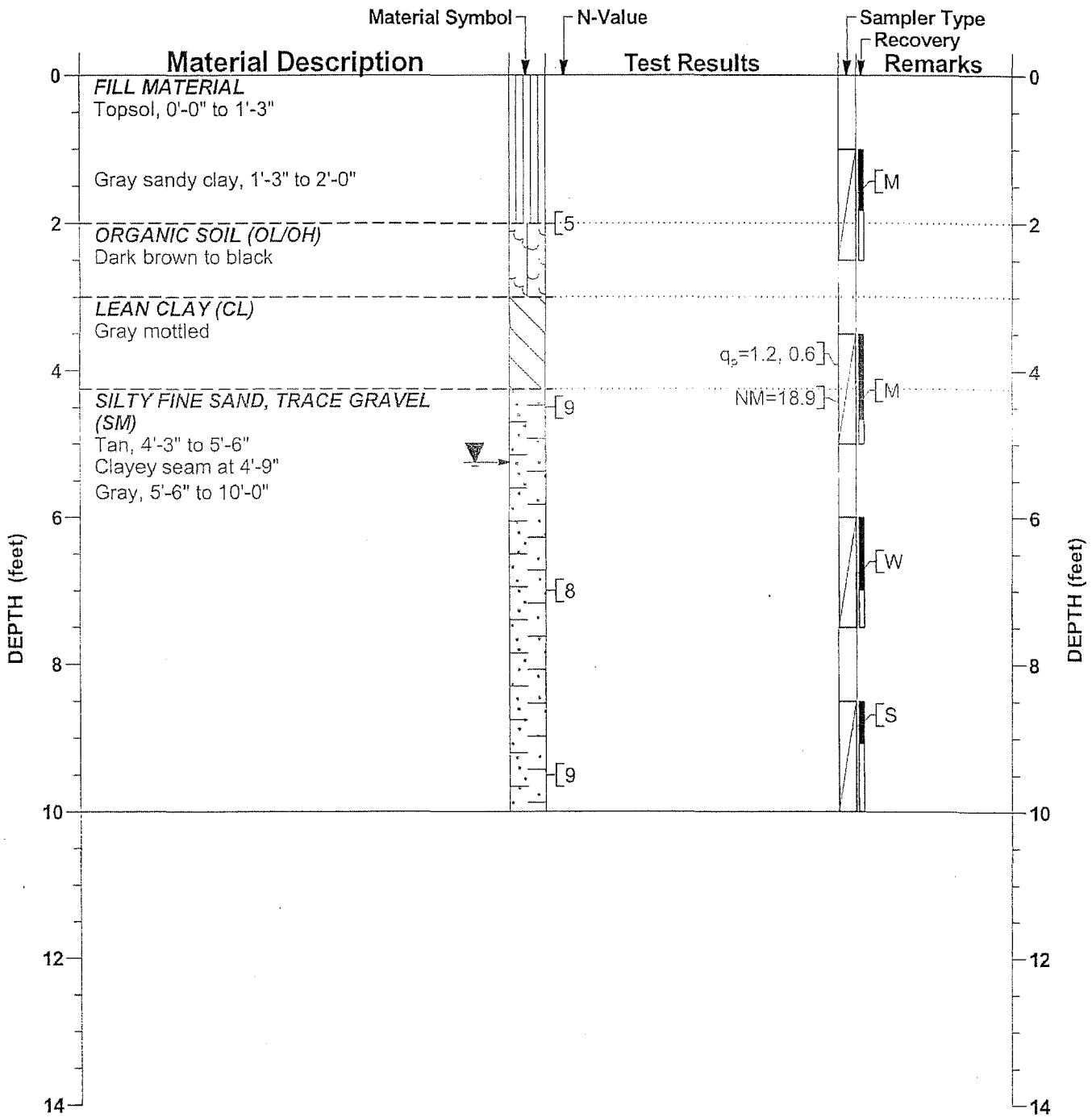
For Notes and Legend, see Drawing 12674.12-2.

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

**SOIL BORING RECORD**  
 Taxiway B Reconstruction  
 Dane County Regional Airport  
 City of Madison  
 Dane County, Wisconsin  
 State ID AIP 3-55-0036-42, CONTRACT 4



**DRAWING**  
 12674.12-10




WATER LEVEL LEGEND  
 ▼ 5'-3" at completion

For Notes and Legend, see Drawing 12674.12-2.

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

**SOIL BORING RECORD**  
 Taxiway B Reconstruction  
 Dane County Regional Airport  
 City of Madison  
 Dane County, Wisconsin  
 State ID AIP 3-55-0036-42, CONTRACT 4

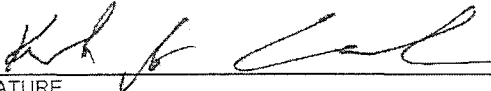


**DRAWING**  
 12674.12-11

**SECTION E: BIDDERS ACKNOWLEDGEMENT**  
**CIPP REHABILITATION OF WATER MAINS - 2018**  
**CONTRACT NO. 8161**

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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
*(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of Michels Pipe Services; a division of Michels Corporation (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

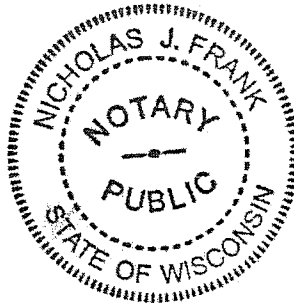
  
 SIGNATURE

Division Ops Manager  
 TITLE, IF ANY

Sworn and subscribed to before me this 28<sup>th</sup> day of June, 2018.

Nicholas J. Frank  
 (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 8161 – 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).

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

CIPP REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161

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 division of Michels Corporation

Address: 817 Main Street Brownsville, WI 53006

Telephone Number: 920-924-4300 Fax Number: 920-583-3429

Contact Person/Title: Nick Frank / Estimator

Prime Bidder Certification

I, Kirk Cordova, Divisional Ops Manager of  
Name Title

Michels Pipe Services; a division of Michels Corporation certify that the information  
Company

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

Nick J. Frank  
Witness' Signature

Kirk Cordova  
Bidder's Signature

6-28-18  
Date

**CIPP REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161**

**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		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		%

SBE Subcontractors Who Are Suppliers

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

**CIPP REHABILITATION OF WATER MAINS - 2018**

CONTRACT NO. 8161

DATE: 6/28/18

**Michels Corporation**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90160 - REHABILITATE 10-IN WATER MAIN USING STRUCTURAL CIPP - LF	2470.00	\$157.47	\$388,950.90
<b>1 Items</b>	<b>Totals</b>		<b>\$388,950.90</b>



## 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.

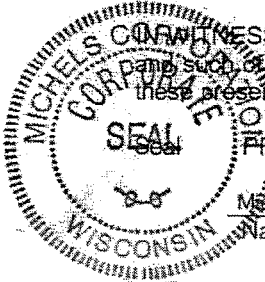
The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

### **CIPP REHABILITATION OF WATER MAINS - 2018 CONTRACT NO. 8161**

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.

PRINCIPAL

Michels Corporation  
Name of Principal

*[Handwritten Signature]*

6/28/2018  
Date

Kirk Cordova - Divisional Ops Manager  
Name and Title

Seal SURETY

Continental Casualty Company  
Name of Surety

*[Handwritten Signature]*  
By

6/28/2018  
Date

Nicole Langer, Attorney-in-fact  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2538830 for the year 2018, 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.

6/28/2018  
Date

*[Handwritten Signature]*  
Agent Signature

8400 Normandale Lake Boulevard, Suite 1700  
Address

Bloomington, MN 55437  
City, State and Zip Code

763-302-7214  
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:

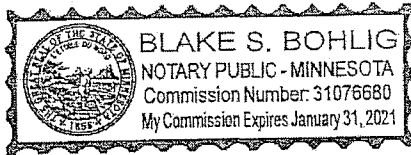
Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 28th day of June 2018, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Blake S. Bohligh  
Notary Public

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

Laurie Pflug, Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Heather R. Goettel, Nicole Langer, Craig Olmstead, Kelly Bruggeman, Michelle Halter, Individually

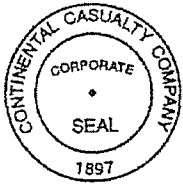
of Minneapolis, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- 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 21st day of February, 2018.

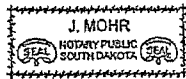


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of February, 2018, 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 28th day of June, 2018.



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

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION . . . . . IENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen 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 JULY 24, 2018, 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 REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED FIFTY AND 90/100 (\$388,950.90) 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, qualification 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 REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161

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**

Company Name

Nick J. Fude 7-25-18  
Witness Date

[Signature] 7-25-18  
Witness Date

[Signature] 7-25-18  
President Regional Manager Date

[Signature] 7-25-18  
Secretary Div. Ops. Manager Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director

[Signature]  
City Attorney

Signed this 10th day of August, 2018

[Signature]  
Witness

[Signature] 10 AUG 2018  
Mayor Date

[Signature]  
Witness

[Signature] 8-1-2018  
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 **THREE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED FIFTY AND 90/100 (\$388,950.90)** 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 REHABILITATION OF WATER MAINS - 2018  
CONTRACT NO. 8161

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.

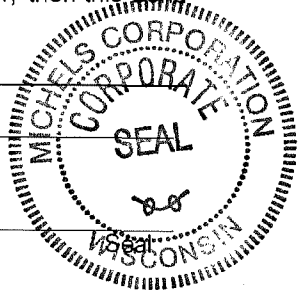
Signed and sealed this 25th day of July, 2018

Countersigned:

Nick J. Fuh  
Witness  
Genetta Zubrad  
Secretary

**MICHELS CORPORATION**  
Company Name (Principal)

[Signature]  
President  
Regional 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 Nicole Langer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2538830 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25, 2018  
Date

[Signature]  
Agent Signature Nicole Langer

**CONTINENTAL CASUALTY COMPANY**  
**LIBERTY MUTUAL INSURANCE COMPANY**

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number **30044168** and **190040677** issued by the **Continental Casualty Company** and **Liberty Mutual Insurance Company** as Co-Surety, on behalf of **Michels Corporation, 817 W. Main St., Brownsville, WI 53006** hereinafter referred to as the Principal, and in favor of **City of Madison, WI** hereinafter referred to as the Obligee.

Now, therefore, it is agreed that the surety company names are amended:

**From: Continental Casualty Company and Liberty Mutual Insurance Company as surety**

**To: Continental Casualty Company and Liberty Mutual Insurance Company jointly and severally as surety**

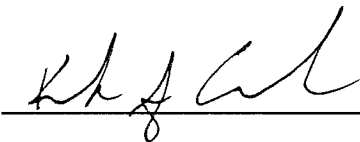
It is further agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 25<sup>th</sup> day of July, 2018.

Signed, Sealed and Dated this 25<sup>th</sup> day of July, 2018

PRINCIPAL  
Michels Corporation

SURETY  
Continental Casualty Company  
Liberty Mutual Insurance Company

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Nicole Langer, Attorney in Fact

Agent: *Company Name, Company Address, Company Phone Number*  
*Willis of Minnesota, Inc.*  
*8400 Normandale Lake Blvd., Suite 1700*  
*Bloomington, MN 55437*  
*Phone: 763.302.7159*

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

Laurie Pflug, Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Heather R. Goedel, Nicole Langer, Craig Olmstead, Kelly Bruggeman, Michelle Halter, Individually

of Minneapolis, MN, 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 21st day of February, 2018.



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 21st day of February, 2018, 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 25th day of July, 2018.



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

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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. 8128899

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, Nicole Langer; Blake S. Bohlig; Kelly Nicole Bruggeman; Brian D. Carpenter; Heather R. Goedel; Michelle Halter; Jessica Hecker; Craig Olmstead; Jill N. Swanson

all of the city of Bloomington, state of MN 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 19th day of June, 2018.



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 19th day of June, 2018, 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 25<sup>th</sup> day of July, 2018.



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.

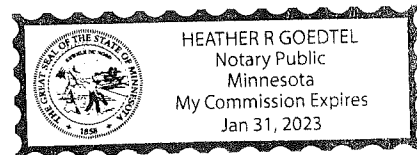
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 25<sup>th</sup> day of July 2018, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company & Liberty Mutual Insurance Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.

  
Notary Public





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

Laurie Pflug, Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Heather R. Goedtel, Nicole Langer, Craig Olmstead, Kelly Bruggeman, Michelle Halter, Individually

of Minneapolis, MN, 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 21st day of February, 2018.

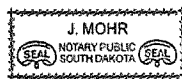


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of February, 2018, 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.

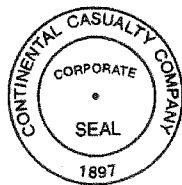


My Commission Expires June 23, 2021

*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 25th day of July, 2018.



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

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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. 8128812

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, Nicole Langer; Blake S. Bohlig; Kelly Nicole Bruggeman; Brian D. Carpenter; Heather R. Goedel; Michelle Halter; Jessica Hecker; Craig Olmstead; Jill N. Swanson

all of the city of Bloomington, state of MN 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 19th day of June, 2018.



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 19th day of June, 2018, 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 25th day of July, 2018.



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.