

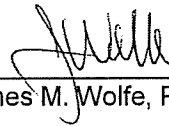
**CIPP WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID)
CONTRACT NO. 9262**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: KDF

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 WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID)
CONTRACT NO.:	9262
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	12/15/2022
BID SUBMISSION (2:00 P.M.)	12/22/2022
BID OPEN (2:30 P.M.)	12/22/2022
PUBLISHED IN WSJ	12/1/2022, 12/8/2022 & 12/15/2022

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

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

- 265 Retaining Walls, Precast Modular Units
- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other UV CIPP 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. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

CIPP WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID) CONTRACT NO. 9262

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 102.1 PRE-QUALIFICATION OF BIDDERS

CATEGORY #399 UV SEWER LINING

UV CIPP sewer lining construction requires specific and extensive knowledge and experience in UV light cured sewer lining. A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under prequalification item #399, UV Sewer Lining.

The Contractor performing the work shall submit documentation demonstrating that they clearly meet the minimum qualifications as stated below:

- Contractor, or Contractor Subcontractor, must show that they have a minimum of 30,000 linear feet of UV cured CIPP sewer lining successfully installed using the same UV CIPP lining system that will be used for this contract.
- Contractor, or Contractor Subcontractor, must show that the project supervisor or foreperson that will be overseeing the installation crew must have a minimum of 20,000 linear feet of UV cured CIPP sewer lining successfully installed using the same UV CIPP lining system that will be used for this contract.

Contractor shall supply a project ownership reference person that can be contacted for each of the successful UV cured CIPP sewer lining projects used to meet the above referenced minimum requirements.

Submission of qualifications shall be made to the Project Engineer on or before December 15, 2022 at 12:00pm. The Engineer shall then respond to the Contractor accepting or denying qualifications and eligibility to bid on the project by 4:00pm December 21, 2022. No submittals received after December 15, 2022 shall be considered. The contact information for the Project Engineer is:

Kyle Frank
City of Madison – Engineering Division
210 Martin Luther King Jr Blvd, Room 115
Madison, WI, 53703
kfrank@cityofmadison.com

Contractors shall note that prequalification applications shall be submitted online no later than December 15, 2022. The prequalification application requires an Affirmative Action Plan be approved and on file. Contractors shall have an approved prequalification prior to bid opening. Prequalification applications and Affirmative Action Plans may be applied for online at the following address:

<https://elam.cityofmadison.com/citizenaccess/default.aspx>

All bids that are provided without the Contractor supplying this information as specified in these Special Provision Section 102.1 – Prequalification of Bidders shall be considered non-responsive.

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

This contract shall include the trenchless rehabilitation of approximately 11,965 linear feet of sanitary sewer pipelines ranging in size from 8" to 36" diameter using Ultraviolet light cure CIPP system.

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

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

The specific pipe sections that are included in the scope of this contract are identified in the Detailed Lining Limits shown on the accompanying plan set.

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

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

SECTION 105.1 AUTHORITY OF THE ENGINEER

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

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

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

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The

decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's Standard Specifications.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

The Contractor shall also provide the Parks Area Supervisor with 72 hr notice ahead of work commencing on any park property. Area Supervisors for the parks are as follows:

Parks East Supervisor
Spencer Werner
608-266-4510
swerner@cityofmadison.com

On Parks properties, all access routes and areas for equipment staging or storage shall be approved by the Parks Area Supervisor. Final restoration of turf damaged by the Contractor shall be restored with 4" topsoil, seed and matting per the City of Madison Standard Specifications (incidental to lining bid item).

Contractor shall not be allowed to work and shall remove all equipment and materials from Warner Park on dates where special events are being held and/or as directed by City of Madison Park Supervisors. It is anticipated that in 2023, there will be roughly 20 events planned.

Contractor shall not be allowed to work and shall remove all equipment and materials from Warner Park on dates when Madison Mallards Baseball hosts home games.

Contractor shall provide Dane County Parks with minimum of two (2) weeks notice prior to using any portion of the bicycle pedestrian trail between Baxter Park and the Capital City Trail (sheet P14) for construction access. Dane County Parks will coordinate any necessary signage and safety protocols to be followed by the Contractor prior to commencing work. The Dane county Parks contact is:

Park Facility Planner
Alex DeSmidt
608-445-8665
desmidt.alex@countyofdane.com

The Contractor may use the City of Madison Lift Station wet wells for bypassing sewerage flows. City of Madison Engineering Operations will provide access to all the lift station during construction. Contractor shall notify Jim Streich, of C.O.M. Operations at jstreich@cityofmadison.com or 608-243-5897, and Eric Dundee, of MMSD at ericd@madsewer.org, 48 Hours in advance of needing access to the lift stations so that arrangements can be made to provide the Contractor access to the lift stations. Contractor shall not be allowed to access any of the lift station control panels and shall be responsible for any damages to the lift station as a result of the lining work or bypassing.

The Contractor may use the MMSD Pump Station #11 (4760 E. Clayton Road) for bypassing sewerage flows. MMSD will provide access to all of MMSD pump stations during construction. Wet well levels may need to be controlled in order to allow lining work to be completed. For access to MMSD pump stations or to request lowering of wet well levels, the Contractor shall contact Eric Dundee, of MMSD at ericd@madsewer.org, 48 Hours in advance of needing access to the pump stations so that arrangements can be made to provide the Contractor access to the pump stations. Contractor shall not be allowed to access any of the pump station control panels and shall be responsible for any damages to the lift station as a result of the lining work or bypassing.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

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

Any grass or turf restoration within City of Madison Parks shall not be seeded or mulched until City of Madison Parks has inspected and approved placed topsoil material and final grade. The Contractor shall contact Rich Bergman, of City of Madison Parks, at 608-513-3567 to inspect topsoil placement on City of Madison Parks' properties.

Contractor shall utilize swamp mats, or an approved equal product, in areas called for on the plan set and shall be considered incidental to BID ITEM 10911 – MOBILIZATION. After swamp maps are removed, the Engineer shall determine if additional restoration is needed. Ten (10) days prior to starting work from SAS #5569-004 to MSD MH11-101, Contractor shall prepare and submit a plan showing access routes to and from work area, location of swamp mats, location of equipment setup, limits of the work area, and any other items as requested by the Engineer, ten days prior to start of work.

All restoration costs shall be the responsibility of the Contractor and are incidental to the work performed.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, for work on any street classified as a "collector", any street with a Metro Transit bus route, or as requested by the Engineer. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the Contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

The Madison Metro North Transfer point is located on Huxley Ave., immediately adjacent to lining work. Contractor shall not restrict or impede bus travel to and from the North Transfer Point. All driveways to the North Transfer Point shall not be blocked or closed at any time during the project.

The Contractor shall contact Madison Metro at metronotice@cityofmadison.com, at least seven days prior to any bus route or bus stop changes that are necessary to complete the work. Contractor is responsible for any temporary no parking restriction postings needed to create alternative bus stop zones and any material and work needed to create a temporary bus stop.

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

No work shall begin without an approved Traffic Control Plan.

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

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

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

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

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

The Contractor shall maintain bike path operation while accessing construction site or while construction is occurring. A traffic control plan shall be submitted to the Engineer for approval a minimum ten (10) working days prior to installation of liner when accessing the construction site by use of a bike path. A flagger must be placed ahead of and behind any motorized vehicles that are present on a bike path.

Peak Hour definition: Weekdays 7:00am to 8:30am and 3:30pm to 5:30pm

Contractor shall not restrict traffic during peak hours on Winnebago St, Huxley Ave, and N.Sherman Ave. All equipment and materials must be removed from travel lanes and all travel lanes fully open to traffic flow.

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

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the

compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 107.13 TREE PROTECTION

No equipment or materials will be allowed to be parked on, driven over, or be piled on areas within five (5) feet of a tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system in order to prevent soil compaction and damage to trunks and branches of trees through scraping or scuffing park. Construction fencing shall be provided, installed, and removed around all trees located along the access route within parks or as directed by the Engineer. Construction fencing shall be incidental to sewer main lining. Contractor shall also follow all requirements of Section 107.13 of the Standard Specifications.

SECTION 108.2 PERMITS

The City of Madison will submit for a WISDOT Permit to Construct, Operate, and Maintain Utility Facilities on WISDOT Railroad Property, if bypassing operations require any equipment to be placed on WISDOT railroad property. The Contractor shall notify Engineer of staging and bypass needs through the bypass pumping submittal and if needed, allow the Engineer twelve (12) weeks to obtain WISDOT permit.

The Contractor shall meet all the conditions of the permits specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on **MARCH 13, 2023**. All work under this contract shall be completed within **THREE HUNDRED AND SIXTY FIVE (365) CALENDER DAYS** of the start work letter issue date.

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

After execution of the contract the Contractor shall schedule a preconstruction meeting with the Engineer.

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

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

Perform all work in accordance with these provisions and the City of Madison Standard Specifications (Standard Specifications) Latest Edition. View sites prior to bidding and become familiar with existing conditions.

SECTION 509.3 SUBMITTALS

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

The Contractor shall submit the following materials to the Engineer:

509.3(a) Product Data

1. Manufacturer's product literature and application, installation and recommended repair (patching) requirements for materials used in liner.
2. Manufacturer's product certification of conformance to ASTM Standards for materials used in liner.
3. Example Manufacturer's Wet Out Report and the Manufacturer's recommended curing procedure to be submitted with initial product data submittals, as well as actual Manufacturer's Wet Out Report including raw resin data for each liner to be installed and the Manufacturer's recommended curing procedure, temperature and pressure.
4. Two (2) copies of Liner Pipe Thickness Design Calculations. The design calculations shall be in accordance with Appendix X.I of ASTM F 1216. The liner thickness calculations shall assume the physical properties stated in Section 509.5(d) of the City of Madison Standard Specifications. Other assumed physical properties shall include ground water table is two (2) feet below ground surface elevation. Live loads shall be included for liner design and any liner design for sewer main under a railroad shall take into account E80 railroad live loading. A minimum soil density of 120lb/cf.
5. The proposed CIPP flow capacity calculations.
6. Manufacturer's product literature, application and installation method used to seal ends of liner.
7. Manufacturer's product literature, application and installation method used for lateral repair.

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

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

509.3(b) Digital Video

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

509.3(c) Sewage Bypassing Plan

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

509.3(d) Traffic Control Plan

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

509.3(e) Public Notifications / Door Hangers

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

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

SECTION 509.5 (b) TUBE MATERIALS

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

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

SECTION 509.5 (c) RESIN MATERIALS

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

SECTION 509.6 (c) INSTALLATION

Ultraviolet Light Cured systems shall be installed in according to the manufacturer's specifications and applicable ASTM F 2019 standards.

1. Resin Impregnation

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

2. Tube Insertion

The wet out tube shall be positioned in the pipeline using a pull-in method (ASTM F 2019). The tube shall be pulled-in through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

3. Curing

Curing shall be accomplished by utilizing air pressure and ultraviolet light in accordance with ASTM F2019 and the manufacturer's recommended cure schedule.

Using Ultraviolet Light

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

4. Sealing Liner at Sewer Access Structures

Seals shall be made with LMK Technologies End Seal Sleeve, or an Engineer approved equivalent.

5. Reinstatement of Service Connections

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

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

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

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

Any service connection opened to greater than 100% of its original diameter shall have a "T-Liner" system installed at the Contractor's Expense. The liner materials shall meet or exceed ASTM F2561 specifications and meet or exceed the lateral repair standards noted in 509.7(a).

SECTION 509.7 INSPECTION AND TESTING

SECTION 509.7(a) CIPP SAMPLES

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

The samples shall be prepared and physical properties tested in accordance with ASTM F2019. The flexural properties must meet or exceed the values listed in Table 1, Section 509.5(d).

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

1. The sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been restrained to conform with the host pipe by a suitable heat sink, such as sandbags.
2. The sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold.

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

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

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

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

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

The following repair methods for common defects are considered acceptable:

- Defect: Wrinkles/ridges exceeding 5% of pipe diameter outside of 120-degree invert arc – OR – wrinkles/ridges exceeding 2% of pipe diameter inside of the 120-degree invert arc centered at the bottom of the pipe.
 - Repair: Point repairs under manufacturer's approved recommendations.
 - Rejection Criteria: The Engineer may reject the work if wrinkles or ridges exceed 10% of pipe diameter.
- Defect: Holes, tears, soft spots, lifts, delamination, blisters/bubbles.

- Repair: Point repairs under manufacturer's approved recommendations.
- Rejection Criteria: If defective areas cover greater than 5% of the surface area the Engineer reserves the right to reject the work.
- Defect: CIPP thickness less than calculated minimum thickness.
 - Repair: If the Engineer determines that the CIPP is acceptable, payment may be reduced by the percentage below the design minimum thickness. In some cases, a second CIPP within the first may be allowed.
 - Rejection Criteria: If the actual thickness is less than 87.5% of the design minimum thickness, the Engineer reserves the right to reject the work.
- Defect: Service reinstated to greater than 100% of original flow capacity.
 - Repair: System must be installed at the Contractor's expense. The liner shall be LMK Technologies – Shorty T-Liner, or approved equal. The liner must extend at least 6 inches beyond both sides of a lateral opening and extend at least 36 inches into the lateral. A manufacturer approved adhesive shall be used to ensure a tight bond against the CIPP liner.
 - Rejection Criteria: The Engineer reserves the right to reject any improperly installed Top Hat repairs.

Additional defects may be identified, and will be handled on a case-by-case basis. Other repair methods may be used, in place of the stated acceptable repair methods, if approved by the manufacturer and if approved by the Engineer.

Instructions to Bidders:

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

Enter the following at the prompt:

Username: sewervideos

Password: Watch47!

Select the folder: sewervideos\14320 - CIPP Wet Lining 2021

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

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CIPP WET LINING REHAB OF SANITARY SEWERS – 2021 (REBID)

CONTRACT NO. 9262

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

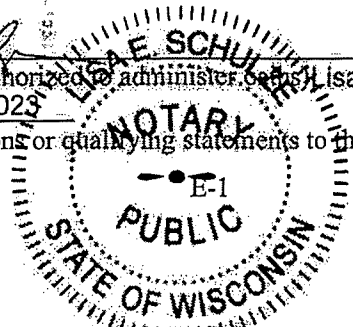
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda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

President/CEO TITLE, IF ANY

Sworn and subscribed to before me this 22nd day of December, 2022

(Notary Public or other officer authorized to administer oaths) Lisa E. Schulze Waukesha County, WI My Commission Expires 2/21/2023 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 9262 – Visu-Sewer, Inc.

Section F: Best Value Contracting (BVC)

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
CCTV & Trenchless Pipeline Technicians

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.

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 WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID)

CONTRACT NO. 9262
 DATE: 12/22/22

Visu-Sewer, Inc

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$15,000.00	\$15,000.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$3,500.00	\$3,500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$25,000.00	\$25,000.00
50902 - FURNISH AND INSTALL CIPP TO REHABILITATE 8-INCH DIAMETER SANITARY SEWER MAINS - L.F.	4797.00	\$57.00	\$273,429.00
50904 - FURNISH AND INSTALL CIPP TO REHABILITATE 12-INCH DIAMETER SANITARY SEWER MAINS - L.F.	2643.00	\$60.00	\$158,580.00
50906 - FURNISH AND INSTALL CIPP TO REHABILITATE 18-INCH DIAMETER SANITARY SEWER MAINS - L.F.	1047.00	\$100.00	\$104,700.00
50908 - FURNISH AND INSTALL CIPP TO REHABILITATE 24-INCH DIAMETER SANITARY SEWER MAINS - L.F.	3311.00	\$103.00	\$341,033.00
50911 - FURNISH AND INSTALL CIPP TO REHABILITATE 36-INCH DIAMETER SANITARY SEWER MAINS - L.F.	167.00	\$294.00	\$49,098.00
50909 - REINSTATE AND RECONNECT SERVICE OPENINGS - EACH	85.00	\$50.00	\$4,250.00
9 Items	Totals		\$974,590.00

SECTION G: BID BOND

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

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

CIPP WET LINING REHAB OF SANITARY SEWERS – 2021 (REBID) CONTRACT NO. 9262

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

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

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

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



Seal PRINCIPAL

Visu-Sewer, Inc.

Name of Principal

Keith M. Alexander

12/15/2022

By

Date

KEITH M. ALEXANDER, PRESIDENT/CEO
Name and Title

Seal SURETY

Merchants Bonding Company (Mutual)

Name of Surety

Debbra A. Hinkes

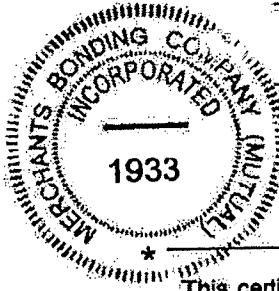
12/15/2022

By

Date

Debbra A. Hinkes, 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. 3446004 for the year 2022-23, 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.

12/15/2022

Date

Debbra A. Hinkes

Agent Signature

PO Box 510925

Address

New Berlin, WI 53151

City, State and Zip Code

262-785-9490

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.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dabbra A Hinkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

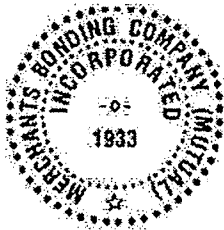
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 11th day of February, 2020

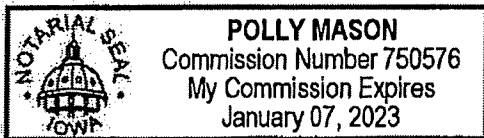


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of December 2022



William Warner Jr.
Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 18th day of January in the year Two Thousand and Twenty-Three between VISU-SEWER, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JANUARY 17, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

CIPP WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID) CONTRACT NO. 9262

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 NINE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY AND NO/100 (\$974,590.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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 WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID)
CONTRACT NO. 9262

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

Countersigned:

VISU-SEWER, INC.

Company Name

 1/18/2023
Witness Date

 1/18/2023
President KEITH M. ALEXANDER Date

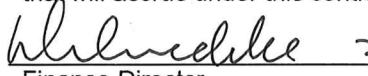
 1-18-23
Witness Date

 1/18/2023
Secretary DAVID L. ALEXANDER Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

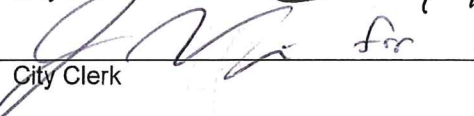
 2/16/2023
Finance Director Date

 2/17/23
City Attorney Date

 2.8.23
Witness Date

 2/8/23
Mayor Date

 1-27-23
Witness Date

 for 1/27/23
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we VISU-SEWER, INC. as principal, and Merchants Bonding Company (Mutual) Company of Des Moines, IA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY AND NO/100 (\$974,590.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**CIPP WET LINING REHAB OF SANITARY SEWERS - 2021 (REBID)
CONTRACT NO. 9262**

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

Signed and sealed this 18th day of January, 2023

Countersigned:

[Signature]

Witness

[Signature]
Secretary **DAVID L. ALEXANDER**

Approved as to form:

[Signature]

City Attorney

VISU-SEWER, INC.

Company Name (Principal)

[Signature]
President **KEITH M. ALEXANDER** Seal

Merchants Bonding Company (Mutual)

Surety
 Salary Employee Commission Seal

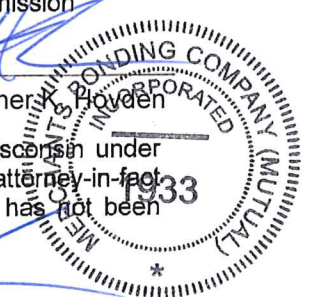
By [Signature]
Attorney-in-Fact **Christopher J. Hovden**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17131121 for the year 23-24, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

01/18/2023

Date

[Signature]
Agent Signature



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Angelica M Lopez; Christopher K Hovden; Roxanne L Dougherty

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of January, 2023.



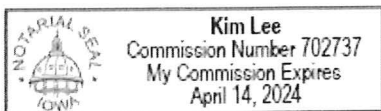
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of January 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of January 2023.



William Warner Jr.
Secretary



