

Contract Routing Form

ROUTING: Routine

printed on: 04/14/2021

Contract between: Insituform Technologies USA, LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: CIPP Wet Lining Rehab of Sanitary Sewers - 2021

Contract No.: 9440
Enactment No.: RES-21-00228
Dollar Amount: 1,044,330.20

File No.: 64568
Enactment Date: 04/01/2021

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------------|
| City Clerk | 4/14/21 | 4/14/21 |
| Director of Civil Rights | 4/16/21 | 4/16/21 |
| Risk Manager | 4/19/2021 | 4/19/21 <i>RV</i> |
| Finance Director | 4/19/2021 | |
| City Attorney | 4/19/2021 | 4/29/2021 |
| Mayor | 4/21/2021 | 4/22/2021 |

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

Original + 2 Copies

04/14/2021 12:40:30 enjls - Kyle Frank 266-4098

Dis Rights: OK / NO / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: See above
 AA Plan: Approved
 Amendment / Addendum #: -
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 64568 **Version:** 1 **Name:** Awarding Public Works Contract No. 9440, CIPP Wet Lining Rehab of Sanitary Sewers - 2021.

Type: Resolution **Status:** Passed

File created: 3/8/2021 **In control:** Engineering Division

On agenda: 3/30/2021 **Final action:** 3/30/2021

Enactment date: 4/1/2021 **Enactment #:** RES-21-00228

Title: Awarding Public Works Contract No. 9440, CIPP Wet Lining Rehab of Sanitary Sewers - 2021. (6th, 12th, 14th, 15th and 18th ADs)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9440BidOpeningTab.pdf, 2. 9440 contract.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--|--------|
| 3/30/2021 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| 3/17/2021 | 1 | BOARD OF PUBLIC WORKS | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | Pass |
| 3/8/2021 | 1 | Engineering Division | Refer | |

The proposed resolution authorizes awarding the contract for CIPP Wet Lining Rehab of Sanitary Sewers - 2021 at a total estimated cost of \$1,127,880 including contingency. Funding for the project is available in Munis 13363-83-173. No additional appropriation is required.

Awarding Public Works Contract No. 9440, CIPP Wet Lining Rehab of Sanitary Sewers - 2021. (6th, 12th, 14th, 15th and 18th ADs)

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

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

See attached document (Contract No. 9440) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9440
CIPP WET LINING REHAB OF SANITARY SEWERS - 2021

INSITUFORM TECHNOLOGIES USA, LLC

\$1,044,330.20

Acct. No. 13363-83-173: 54445 (91381)
Contingency 8%±

\$1,044,330.20
83,549.80

GRAND TOTAL

\$1,127,880.00



Demographics

Company Name: Travelers Casualty and Surety Company of America
SBS Company Number: 54218780
Domicile Type: Foreign
NAIC Group Number: 3548 - Travelers Grp
Merger Flag: Yes
NAIC CoCode: 31194
State of Domicile: Connecticut
Organization Type: Stock
Short Name:
FEIN: 06-0907370
Country of Domicile: United States
Date of Incorporation: 07/18/1974

Address

| Business Address | Mailing Address | Statutory Home Office Address | Main Administrative Office Address |
|---|---|---|---|
| ONE TOWER SQ HARTFORD, CT 06183 United States | ONE TOWER SQ HARTFORD, CT 06183 United States | ONE TOWER SQ HARTFORD, CT 06183 United States | ONE TOWER SQ HARTFORD, CT 06183 United States |

Phone, Email, Website

| Phone | Email | Website | | | | | | |
|---|----------------|---------|------------------------|----------------|-----------|----------------|-------------------|-------------------|
| <table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> <tr> <td>Fax Phone</td> <td>(844) 816-9447</td> </tr> </tbody> </table> | Type | Number | Business Primary Phone | (860) 277-0111 | Fax Phone | (844) 816-9447 | No results found. | No results found. |
| Type | Number | | | | | | | |
| Business Primary Phone | (860) 277-0111 | | | | | | | |
| Fax Phone | (844) 816-9447 | | | | | | | |

Company Type

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

Appointments

Show 10 entries

Showing 1 to 2 of 4669 entries

Q andrew t

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|---------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| ANDREW THOME | 5049071 | 5049071 | Intermediary (Agent) Individual | Casualty | 04/20/2007 | 02/19/2021 | 03/15/2022 |
| ANDREW THOME | 5049071 | 5049071 | Intermediary (Agent) Individual | Property | 04/20/2007 | 02/19/2021 | 03/15/2022 |

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

Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

Q Filter

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

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

Contact

| Contact Type | Preferred Name | Name | E-mail | Phone | Address |
|--------------|----------------|------|--------|-------|---------|
| | | | | | |

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

Company Merger

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

Companies Absorbed

Name Change History

| Previous Name | New Name | Effective Date |
|--|--|----------------|
| Aetna Casualty & Surety Company of America | Aetna Casualty & Surety Company of America | 09/10/1975 |
| | Travelers Casualty and Surety Company of America | 07/01/1997 |

\$1,044,330.20
ORIGINAL

BID OF INSITUFORM TECHNOLOGIES USA, LLC

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CIPP WET LINING REHAB OF SANITARY SEWERS - 2021

CONTRACT NO. 9440

MUNIS NO. 13363

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 30, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CIPP WET LINING REHAB OF SANITARY SEWERS - 2021
CONTRACT NO. 9440**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

SECTION B: PROPOSAL SECTIONB-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:

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

EN- Greg Fries

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

RFP: 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 |
| CONTRACT NO.: | 9440 |
| SBE GOAL | 2% |
| BID BOND | 5% |
| SBE PRE BID MEETING | See Pre Bid Meeting info below |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 2/11/2021 |
| BID SUBMISSION (2:00 P.M.) | 2/18/2021 |
| BID OPEN (2:30 P.M.) | 2/18/2021 |
| PUBLISHED IN WSJ | 2/4/2021 & 2/11/2021 |

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

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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 WET LINING REHAB OF SANITARY SEWERS - 2021 CONTRACT NO. 9440

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 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 14,734 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 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 Jay Schlimgen, of C.O.M. Operations at JSchlimgen@cityofmadison.com or 608-266-4087, 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 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 mats 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.

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 has submitted for a WISDOT Permit to Construct, Operate, and Maintain Utility Facilities on WISDOT Railroad Property.

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 **APRIL 26, 2021**. 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.
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 F 2019 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 F 2019. 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\13363 - 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

**CIPP WET LINING REHAB OF SANITARY SEWERS - 2021
CONTRACT NO. 9440**

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 - 2021 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 _____ 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 Insituform Technologies USA, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Delaware 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.


Jana Lause
SIGNATURE

Jana Lause, Contracting & Attesting Officer
TITLE, IF ANY

Sworn and subscribed to before me this
4th day of March, 2021.

Diane Partridge
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07/08/24

DIANE PARTRIDGE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2024
Commission # 12595471

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

Contract 9440 – Insituform Technologies USA, LLC

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

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

Method of Submittal for Bidder Acknowledgement (click in box below to choose) *

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1 *

Addendum 2 *

Addendum 3

Addendum 4

Addendum 5

Section F: Best Value Contracting (BVC)

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

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

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

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

Best Value Contracting

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

n/a

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

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

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

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

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

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

CONTRACT NO. 9440

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: | Insituform Technologies USA, LLC |
| Address: | 17988 Edison Avenue, Chesterfield, MO 63005 |
| Telephone Number: | 636-530-8000 |
| Fax Number: | 636-530-8701 |
| Contact Person/Title: | Jana Lause, Contracting & Attesting Officer |

Prime Bidder Certification

| | |
|----------|----------------------------------|
| Name: | Jana Lause |
| Title: | Contracting & Attesting Officer |
| Company: | Insituform Technologies USA, LLC |

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

Diane Partridge
Witness' Signature
Diane Partridge, Contracting & Attesting Officer
March 4, 2021
Date

Jana Lause
Bidder's Signature
Jana Lause, Contracting & Attesting Officer

CIPP WET LINING REHAB OF SANITARY SEWERS - 2021

CONTRACT NO. 9440

DATE: 3/4/2021

**Insituform Technologies
USA, LLC**

| Item | Quantity | Price | Extension |
|--|---------------|-------------|-----------------------|
| Section B: Proposal Page | | | |
| 10701 - TRAFFIC CONTROL - LUMP SUM | 1.00 | \$5,062.60 | \$5,062.60 |
| 10790 - RAILROAD INSURANCE - LUMP SUM | 1.00 | \$4,083.80 | \$4,083.80 |
| 10911 - MOBILIZATION - LUMP SUM | 1.00 | \$54,320.30 | \$54,320.30 |
| 50902 - FURNISH AND INSTALL CIPP TO REHABILITATE 8-INCH | 7325.00 | \$43.50 | \$318,637.50 |
| 50904 - FURNISH AND INSTALL CIPP TO REHABILITATE 12-INCH | 2855.00 | \$56.50 | \$161,307.50 |
| 50906 - FURNISH AND INSTALL CIPP TO REHABILITATE 18-INCH | 1047.00 | \$95.50 | \$99,988.50 |
| 50908 - FURNISH AND INSTALL CIPP TO REHABILITATE 24-INCH | 3311.00 | \$103.20 | \$341,695.20 |
| 50911 - FURNISH AND INSTALL CIPP TO REHABILITATE 36-INCH | 167.00 | \$235.00 | \$39,245.00 |
| 50909 - REINSTATE AND RECONNECT SERVICE OPENINGS - | 127.00 | \$157.40 | \$19,989.80 |
| 9 Items | Totals | | \$1,044,330.20 |

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 CONTRACT NO. 9440

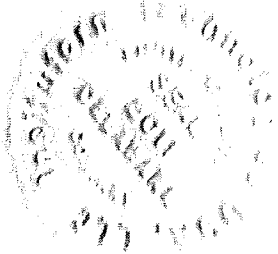
1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful 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
Insituform Technologies USA, LLC
17988 Edison Avenue, Chesterfield, MO 63005



Name of Principal

By Jana Lause

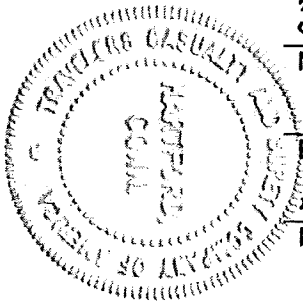
March 4, 2021

Date

Jana Lause, Contracting & Attesting Officer

Name and Title

Seal SURETY
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183



Name of Surety

By Andrew P. Thome

March 4, 2021

Date

Andrew P. Thome, 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. 5049071 for the year 2021, 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.

March 4, 2021
Date

Andrew P. Thome
Agent Signature Andrew P. Thome- Non-Resident Agent

825 Maryville Centre Drive, Suite 200
Address

St. Louis, MO 63017
City, State and Zip Code

314-594-2700
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

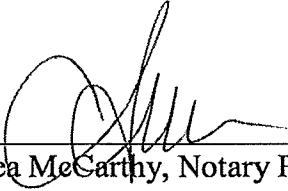
State of Missouri
County of St. Louis

On 3/4/2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public

| |
|---|
| ANDREA MCCARTHY NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR ST. LOUIS COUNTY MY COMMISSION EXPIRES JUL. 30, 2023 ID #15636518 |
|---|

My Commission Expires: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 4 day of March, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 31st day of March in the year Two Thousand and Twenty-One between **INSITUFORM TECHNOLOGIES USA, LLC** 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 **MARCH 30, 2021**, 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 CONTRACT NO. 9440

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION FORTY-FOUR THOUSAND THREE HUNDRED THIRTY AND 20/100 (\$1,044,330.20)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**CIPP WET LINING REHAB OF SANITARY SEWERS - 2021
CONTRACT NO. 9440**

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:

INSITUFORM TECHNOLOGIES USA, LLC

Company Name

Janet Hass 03/30/21
Witness Janet Hass Date

Jana Lause 03/30/21
President Date

Karen Sack 03/30/21
Witness Karen Sack Date

Diane Partridge 03/30/21
Secretary Date
Diane Partridge, Contracting & Attesting Officer

CITY OF MADISON, WISCONSIN

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

Approved as to form:

W. H. Lyden 4/19/21
Finance Director Date

Michael Hoar 4/20/2021
City Attorney Date

[Signature] 4/22/21
Witness Date

[Signature] 4/22/21
Mayor Date

Thomas [Signature] 4/14/21
Witness Date

Maureen [Signature] 4/14/21
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **INSITUFORM TECHNOLOGIES USA, LLC** as principal, and Travelers Casualty and Surety Company of America Company of One Tower Square, Hartford, CT 06183 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION FORTY-FOUR THOUSAND THREE HUNDRED THIRTY AND 20/100 (\$1,044,330.20)** 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. * 17988 Edison Avenue, Chesterfield, MO 63005

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
CONTRACT NO. 9440**

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 31 day of March, 2021

Countersigned:

INSITUFORM TECHNOLOGIES USA, LLC

Company Name (Principal)

Janet Hass
Witness Janet Hass,

Jana Lause
President Seal
Jana Lause, Contracting & Attesting Officer

Diane Partridge
Secretary Diane Partridge, Contracting & Attesting Officer

Approved as to form:

Travelers Casualty and Surety Company of America
Surety Seal

Michael Hass
City Attorney

Salary Employee Commission
By Andrew P. Thome
Attorney-in-Fact, Andrew P. Thome

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 5049071 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 31, 2021
Date

Andrew P. Thome
Agent Signature Andrew P. Thome, Attorney-in-Fact

State of Missouri
County of St. Louis

On March 31, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

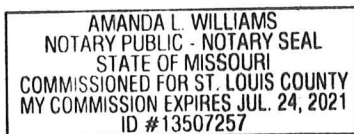
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Amanda L. Williams

Amanda L. Williams, Notary Public



My Commission Expires: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Señor Vice President

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

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **31** day of **March**, 20**21**



Kevin E. Hughes, Assistant Secretary

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