

\$287,025.00

BID OF VISU-SEWER, LLC

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON
&
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER
SIPHON

CONTRACT NO. 9536

MUNIS NO. 15295, 15380

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 8, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

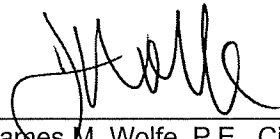
**CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON
&
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SIPHON
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This Proposal, and Agreement have
been prepared by:

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



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

JMW: ec

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 LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON & CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON
CONTRACT NO.:	9536
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	8/22/24
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	9/5/24
BID SUBMISSION (2:00 P.M.)	9/12/24
BID OPEN (2:30 P.M.)	9/12/24
PUBLISHED IN WSJ	8/15, 8/22, 8/29 & 9/5/24

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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 LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON & CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON CONTRACT NO. 9536

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This contract shall include the trenchless rehabilitation of an approximately 79 feet linear feet of 8" ductile iron sanitary sewer mains using thermal cure CIPP methods (two mains total). The sewer mains to be lined are siphons (i.e. pipes with bends) with observed groundwater infiltration. Active service connections have not been observed on these sewer mains. Reinstatement of service connections is not anticipated as part of this contract.

Rehabilitation of the sanitary sewer mains 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. 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. The contact information for the Project Engineer is:

Eric Cefalu
City of Madison – Engineering Division
210 Martin Luther King Jr Blvd, Room 115
Madison, WI, 53703
ECefalu@cityofmadison.com
608-243-5894

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 included in the scope of this contract are identified in the Detailed Lining Lists 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 Blair Street sanitary sewer main to be lined is located within a privately maintained public garden (Gateway Garden). The Contractor shall provide both the City and the garden volunteer group notice two-weeks prior to lining this main so that garden volunteers have ample time to prepare the garden for the minor ground disturbance anticipated as part of this work. The contact for the garden volunteer group is Ellen Henningsen, info@blairstreetgardens.org. 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 Contractor's expense.

The North Mills Street sanitary sewer main to be lined is located adjacent to the UW-Madison Facilities Planning and Management building (30 North Mills St). One of the sewer main access structures (SAS 4652-015) is located within a driveway to this property. The Contractor shall coordinate with UW-Madison Facilities staff prior to performing this work. The Contractor shall accommodate the building's daily operational requirements to the greatest extent feasible.

Both sanitary sewer mains to be lined are located within the broader downtown Madison/UW-Madison area. The Contractor shall NOT perform work at these locations during high traffic events such as football games, Dane County Farmer's Market, UW-Madison graduation ceremonies, etc. The Contractor shall be responsible for ensuring work is not performed on such dates although the City reserves the right to dictate additional dates in which work cannot be performed as needed.

The Contractor shall maintain access for property owners during the installation of CIPP liners. Any closure of driveways shall require notice by the Contractor at least 72 hours prior.

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.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall coordinate restoration of sanitary or storm sewer easements and 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.

This Section applies to restoration and protection of property within easements accessed during this project. 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 Tom Mohr, tmohr@cityofmadison.com, prior to the preconstruction meeting for work related to lining this sewer main. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. No work shall begin without an approved Traffic Control Plan.

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.

Full road or intersection closures are typically NOT considered an acceptable form of traffic control for sewer lining/bypass work and should not be assumed as an option during bid and traffic control plan preparation. Traffic flow shall be maintained to the greatest extent feasible.

Peak-Hour Lane Closure Restrictions:

Peak-hours are defined as weekdays from 7:00 a.m. to 8:30 a.m. and from 3:30 p.m. to 6:00 p.m. Unless approved by City Traffic Engineering prior to commencing work, the Contractor shall not restrict traffic, or close any traffic lanes during peak hours on the following streets:

- Williamson Street
- Blair Street (US Highway 151)
- East Wilson Street
- Mills Street (North & South)
- Regent Street

The Contractor shall also not restrict traffic along the Capital City Trail (i.e. the bike path adjacent to the Blair Street sanitary sewer main to be lined) during peak hours unless approved by Traffic Engineering. Any proposed path closures must be reviewed by City Traffic Engineering in advance and should include advance warning signs, temporary pedestrian barricades to adequately close the path at the appropriate location(s), and appropriate detour signage where necessary, as determined by Traffic Engineering, all of which shall be included in the lump sum pricing for this item.

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, 608-267-8725, with any questions concerning these traffic control specifications.

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

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.

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

John Nolen Dr & S Blair St are part of US Highway 151. if necessary, the contractor shall be responsible for obtaining any permits required to occupy and/or work within the highway right of way during this project.

This section is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction,

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.

SECTION 109.2 **PROSECUTION OF THE WORK**

The earliest the Contractor may begin work is **OCTOBER 22, 2024**. All work under this contract shall be completed within **ONE HUNDRED TWENTY (120) 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. Test results from previous field installations of the same resin system and tube materials as proposed for the actual installation.
6. The proposed CIPP flow capacity calculations.
7. Manufacturer's product literature, application and installation method used to seal ends of liner.

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.

509.3(c) Sewage Bypassing Plan

Submit proposed plan for bypassing sanitary 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 between a minimum of seven (7) days and a maximum of two (2) months 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 can provide the Contractor with names and addresses of effected property owners and tenants within the project limits upon request.

SECTION 509.5 (b) TUBE MATERIALS

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

For 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 Thermal Cure CIPP Systems, the resin system shall meet the structural and chemical resistance requirements of ASTM F 1216 and/or ASTM F 1743, or better. A general purpose, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process shall be used. The resin must be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F (82.2°C).

SECTION 509.6 (c) INSTALLATION

Thermal Cure CIPP systems shall be installed in accordance with ASTM F 1216.

1. Resin Impregnation

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

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

2. Tube Insertion

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

3. Curing

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

Using Steam

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

Using Circulating Heated Water

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

4. Sealing Liner at Sewer Access Structures

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

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 sample is required. The sample will be obtained using one of the following 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 to 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. 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 City within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected service connections (if any), 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 (if any). 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.

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 by the Engineer.

Instructions to Bidders:

The videos of the sanitary sewer that is planned to be lined with this project are available online at the City's file transfer portal website. This information has been made available to you for bidding purposes. In order to access the videos online, enter the following web address to your Microsoft Internet Explorer address bar:

<https://sftp.cityofmadison.com:443/ui/#/syncplify/share?N=L4k3Ag9SjQGpowHTwBXVkm>

Copy the video files onto your hard drive, and the videos are yours to watch for bidding. If you have problems, the videos can be made available through a different web platform, or on DVDs, CDs, or portable flash drives upon request. Please contact Eric Cefalu (608-243-5894) if you have trouble downloading files via the file transfer portal website or if you have additional questions.

BID ITEM 90001 GROUNDWATER INFILTRATION CONTROL

DESCRIPTION

Both sanitary sewer mains to be lined on this contract have historically observed extensive groundwater infiltration through holes on the pipes' walls. It is expected that lining the sewer mains will not be possible until groundwater infiltration into the pipes is stopped.

The Contractor shall be responsible for controlling groundwater infiltration into the sewer mains prior to CIPP lining. The Contractor shall be responsible for stopping groundwater using at least one of the following options:

- 1) Chemical Grouting – The Contractor shall utilize chemical grout in order to provide a barrier between infiltrating groundwater and CIPP liner. Chemical grouting shall be performed without excavation and through an existing access point. All materials and procedures for chemical grouting shall be in accordance of ASTM F 2304. All joints in the pipe segment shall be tested by applying positive pressure and monitoring test pressure of any test pressure decay, or through visual observation of a leaking joint. If a joint fails testing, it shall be seal using chemical grouting material until considered sealed per ASTM F 2304. CCTV video of testing and grouting of each pipe section shall be submitted to the Engineer before final acceptance and payment of CIPP liner. Testing and grouting of pipe joints shall occur no greater than 48 hours prior to lining of the pipe segment.
- 2) Type II Dewatering – The Contractor shall dewater the groundwater-contributing area near the sewer main(s) to be lined using Type II dewatering methods consistent with the City of Madison Standard Specifications (see Article 502.1(c)). CCTV video demonstrating that groundwater infiltration into the main(s) has been stopped shall be submitted to the Engineer before final acceptance and payment of CIPP liner.

Regardless of the groundwater control method chosen, no additional payment shall be made for excavations and the Contractor shall be responsible for costs and liability associated with such excavation and restoration work.

Payment for this item is contingent on the successful implementation of controls to stop groundwater infiltration into the mains to be lined. Payment will not be made if efforts do not result in a pipe that is practically free of groundwater infiltration.

METHOD OF MEASUREMENT

GROUNDWATER INFILTRATION CONTROL shall be measured in units of each existing sewer main where groundwater infiltration controls are successfully implemented (i.e. groundwater infiltration into the mains is stopped).

BASIS OF PAYMENT

GROUNDWATER INFILTRATION CONTROL shall be measured as described above. If chemical grouting is implemented, this shall include furnishing all equipment, tools, labor, material, and all other general requirements incidental work pertaining to the testing and chemical grouting of joints of existing sewer mains and in accordance with article 500 of the Standard Specification and ASTM F 2304. If Type II Dewatering is implemented, this shall include the work described in Article 502.1(c) of the City of Madison Standard Specifications.



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Janet Schmidt, P.E.
Principal Engineer 1
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.
Financial Manager
Steven B. Danner-Rivers

August 27, 2024

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 9536
CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON &
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON**

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

SPECIFICATIONS:

1. Remove and replace the entire pdf for a clerical error in the title of the contract.
2. **SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS**

The prequalification bid submission/open dates shall be updated as follows:

PROJECT NAME:	CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON & CIPP LINING REHABILITATION – NORTH MILLS STREET SANITARY SEWER SIPHON
CONTRACT NO.:	9536
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	8/22/24
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	9/5/24
BID SUBMISSION (2:00 P.M.)	9/12/24
BID OPEN (2:30 P.M.)	9/12/24
PUBLISHED IN WSJ	8/15/24, 8/22/24, 8/29/24, & 9/5/24

SECTION D: SPECIAL PROVISIONS

SECTION 109.2 PROSECUTION OF WORK

DELETE THE FIRST PARAGRAPH UNDER THIS SECTION AND REPLACE WITH THE FOLLOWING:

“The earliest the Contractor may begin work is **NOVEMBER 4, 2024**. All work under this contract shall be completed within ONE HUNDRED TWENTY (120) CALENDER DAYS of the start work letter issue date.”

The remainder of the text within this section shall remain the same as the original contract.

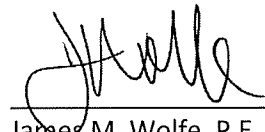
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Wolfe', is written over a horizontal line.

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

JMW: EAC

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 LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON & CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON
CONTRACT NO.:	9536
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BID OPEN (2:30 P.M.)	9/12/24
PUBLISHED IN WSJ	8/15, 8/22, 8/29 & 9/5/24

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE CIPP LINING REHABILITATION-BLAIR STREET SANITARY SEWER SIPHON & CIPP REHABILITATION -NORTH HILLS STREET SANITARY SEWER SIPHON

CONTRACT NO. 9536

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 - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Visu-Sewer, LLC _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of Fort Point Capital & Co-Investors, Keith M. Alexander, David L. Alexander and Douglas J. Alexander; an individual trading _____; of the City of Pewaukee State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE Keith M. Alexander

President/CEO

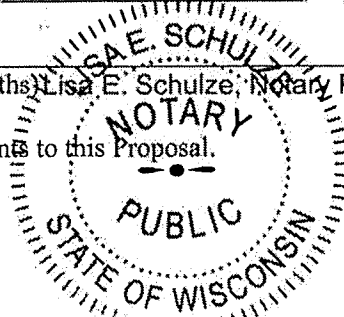
TITLE, IF ANY

Sworn and subscribed to before me this 29th day of August, 2024.


(Notary Public or other officer authorized to administer oaths) Lisa E. Schulze, Notary Public

My Commission Expires 2/21/2027

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



Section E: Bidder's Acknowledgement

9536

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

☐Addendum 6

Best Value Contracting**1. The Contractor shall indicate the non-apprenticeable trades used on this contract.**

CCTV & Trenchless Pipeline Technicians

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☒ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ 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. 9536

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:	Visu-Sewer, LLC
Address:	W230 N4855 Betker Drive - Pewaukee, WI 53072
Telephone Number:	(262) 695-2340
Fax Number:	(262) 695-2359
Contact Person/Title:	Randy Bieri

Prime Bidder Certification

Name:	Keith M. Alexander
Title:	President/CEO
Company:	Visu-Sewer, LLC

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


Witness' Signature


Bidder's Signature Keith M. Alexander
President/CEO

August 29, 2024
Date

Summary Sheet

**CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON AND
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON**

CONTRACT NO. 9536

DATE: 9/12/24

Visu-Sewer, LLC.

Item	Quantity	Price	Extension
Section B: Proposal Page CIPP Lining Rehabilitation - Blair			
Street Sanitary Sewer Siphon			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$27,500.00	\$27,500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$75,000.00	\$75,000.00
50902 - FURNISH AND INSTALL CIPP TO REHABILITATE 8-INCH DIAMETER SANITARY SEWER MAINS - L.F.	39.00	\$975.00	\$38,025.00
90001 - GROUNDWATER INFILTRATION CONTROL - L.S.	1.00	\$10,000.00	\$10,000.00
Subtotal			\$150,525.00
Section B: Proposal Page CIPP Lining Rehabilitation - North			
Mills Street Sanitary Sewer Siphon			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$27,500.00	\$27,500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$60,000.00	\$60,000.00
50902 - FURNISH AND INSTALL CIPP TO REHABILITATE 8-INCH DIAMETER SANITARY SEWER MAINS - L.F.	40.00	\$975.00	\$39,000.00
90001 - GROUNDWATER INFILTRATION CONTROL - L.S.	1.00	\$10,000.00	\$10,000.00
Subtotal			\$136,500.00
8 Items	Totals		\$287,025.00

SECTION G: BID BOND

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

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

**CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON
&
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER
SIPHON
CONTRACT NO. 9536**

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

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

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

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



PRINCIPAL

Visu-Sewer, LLC

Name of Principal

By

KEITH M. ALEXANDER, PRESIDENT/CEO

Name and Title

August 29, 2024

Date

Seal

SURETY

SiriusPoint America Insurance Company

Name of Surety



By

Jonathan Lucas, Attorney-in-Fact

Name and Title

August 29, 2024

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 20049489 for the year 2024-2026, 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.

August 29, 2024

Date

Jonathan Lucas

Agent Signature

17335 Golf Parkway, Suite 450

Address

Brookfield, WI 53045

City, State and Zip Code

262-439-2176

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.

**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Christopher K. Hovden, Brittany A. Schmidt, Jonathan Lucas

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

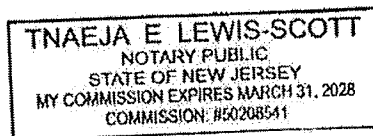
SiriusPoint America Insurance Company

By: 
Melissa J. Ralph
Secretary

State of New Jersey)
County of Monmouth) ss

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



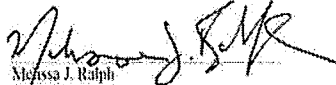

Notary Public
My Commission expires
March 31, 2028

State of New Jersey
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 29 day of, August, 2024




Melissa J. Ralph
Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 29th day of October in the year Two Thousand and Twenty-Four between **VISU-SEWER, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **OCTOBER 8, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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 LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON & CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER SIPHON CONTRACT NO. 9536

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 **TWO HUNDRED EIGHTY-SEVEN THOUSAND TWENTY-FIVE AND NO/100 (\$287,025.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

“Background Check” means the process of checking an applicant’s arrest and conviction record, through any means.

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON
&
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER
SIPHON
CONTRACT NO. 9536**

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

Countersigned:

VISU-SEWER, LLC

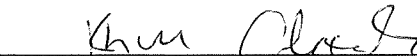
Company Name



Witness

10/9/24

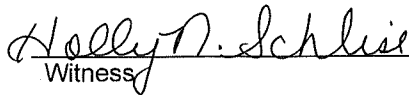
Date



President, Keith M. Alexander

10/9/24

Date



Witness

10/9/24

Date




Secretary, David L. Alexander

10/9/24

Date

CITY OF MADISON



Satya Rhodes-Conway, Mayor

10/29/2024

Date



Maribeth Witzel-Behl, City Clerk

10/22/2024

Date

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



David P. Schmiedicke, Finance Director

10/22/2024

Date

Approved as to form:



Michael Haas, City Attorney

10/28/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00601, ID No. 85314, adopted by the Common Council of the City of Madison on October 8, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we VISU-SEWER, LLC
as principal, and SiriusPoint America Insurance Company
Company of New York as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of TWO HUNDRED EIGHTY-SEVEN THOUSAND TWENTY-FIVE AND
NO/100 (\$287,025.00) Dollars, lawful money of the United States, for the payment of which sum to the City
of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these
presents.

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

**CIPP LINING REHABILITATION - BLAIR STREET SANITARY SEWER SIPHON
&
CIPP LINING REHABILITATION - NORTH MILLS STREET SANITARY SEWER
SIPHON
CONTRACT NO. 9536**

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 9th day of October, 2024

Countersigned:



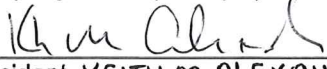
Witness

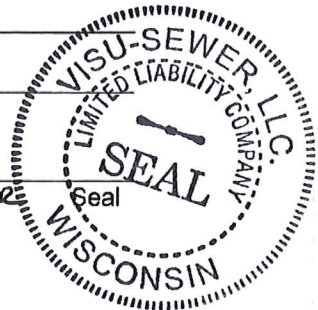


Secretary DAVID L. ALEXANDER

VISU-SEWER, LLC

Company Name (Principal)


President, KEITH M. ALEXANDER



SiriusPoint America Insurance Company

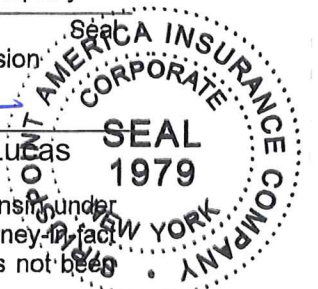
Surety

☒ Salary Employee

☐ Commission

By


Attorney-in-Fact Jonathan Lucas



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 20049489 for the year 2024-2026 and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

October 9, 2024

Date


Agent Signature

Jonathan Lucas

The foregoing Bond has been approved as to form:

10/28/2024

Date

Michael Haas

City Attorney

