



SUPERIOR

W I S C O N S I N

Living up to our name.

**CONTRACT VOLUME &**  
**BIDDING DOCUMENT- 2024**

# **Fiber Phase 1 Construction**

**CITY OF SUPERIOR, WISCONSIN**

**Dan Shea**  
**IT Director**

**Bid #24-29-IT**

Table of Contents

1.	ADVERTISEMENT TO BID.....	3
2.	INSTRUCTIONS TO BIDDERS.....	4
3.	BID PROPOSAL.....	8
4.	SUBCONTRACTORS AND SUPPLIERS LISTING.....	14
5.	ADDENDA ACKNOWLEDGMENT.....	15
6.	BID BOND.....	16
7.	BIDDER'S PROOF OF RESPONSIBILITY.....	17
7a.	CERTIFICATION REGARDING DEBARMENT.....	19
8.	AFFIDAVIT OF ORGANIZATION AND AUTHORITY.....	20
9.	AFFIDAVIT OF COMPLIANCE.....	21
10.	CONTRACT.....	25
11.	PERFORMANCE AND PAYMENT BOND.....	29
12.	GENERAL SPECIFICATIONS.....	30
13.	ENGINEER CERTIFICATION.....	39
14.	SPECIAL PROVISIONS.....	40
15.	CONTRACT CHANGE ORDER.....	42

Project Plan Set dated May 21, 2024

**Plan documents must be downloaded from:**

<https://media.superiorcgis.org/ftp/Superior/RFP/Fiber/>

# 1. ADVERTISEMENT TO BID

## Fiber Phase 1 Construction

Sealed bids will be received by the City of Superior, Attn: Contract Analyst, at 1316 North 14th Street - 2nd Floor, Suite 200, Superior, WI 54880. Bids will be publicly opened and read aloud in the City offices as follows:

Bid Opening: **Tuesday, June 25, 2024, at 2:00 PM**

Bid Project:

The City of Superior, WI is seeking bids from qualified contractors to build the necessary components to create the pilot high-speed Fiber-To-The-Premise (FTTP) Optical Network (XGS-PON) communications Network (the Project) within the City's defined Service Area and prepare it to deliver fiber-to-the-home services. The system shall be a fully operational high-speed communications network supporting Internet protocol technology and allowing users access to and from the Internet. The Project requires the construction of a Fiber-to-the-Premise feeder/distribution network which will support XGS-PON technologies to be utilized to deliver best-effort and guaranteed services to its customers within the City Service Area.

The design identifies the placement of Passive Optical Cabinets/Fiber Distribution Hubs (FDH's), the City Data Center and Network PoP's(City Hall). These locations will also house active electronics(PoP) and passive splitters(FDH) in support of the FTTP deployment. Fiber routes of approximately 48,000' to be built by contractor and operated by the City that will be utilized to provide FTTH Services to residents of Superior, WI. Fiber routes are laid out logically to economically connect each service area back to the OLT located at the headend or alternate node site. A GPON FTTH style Architecture is utilized for the feeder network and distribution network nodes. This project is funded by the American Rescue Plan Act (ARPA). This project shall be completed by November 30, 2024.

All bids must be prepared on the form provided and submitted in accordance with the Instructions to Bidder.

Specifications may be obtained through the internet at [www.DemandStar.com](http://www.DemandStar.com). Bidding documents may be viewed at the City of Superior by request ([darwinj@superiorwi.gov](mailto:darwinj@superiorwi.gov)), at the Minnesota Builders Exchange ([mbex.org](http://mbex.org)), Builders Exchange of Wisconsin ([bxwi.com](http://bxwi.com)), Northwest Regional Builders Exchange ([nwrbx.com](http://nwrbx.com)), and LaCrosse Builders Exchange ([laxbx.com](http://laxbx.com)).

The contractor shall submit a list of its subcontractors as a part of its proposal, which list shall not be added to or altered without the written consent of the City of Superior, and as specified in 66.0901 Wisconsin Statutes.

The City of Superior encourages the participation of women and minority owned businesses.

The City of Superior reserves the right to reject any or all bids, to waive irregularities, or to accept such bids, as in the opinion of the City, will be in its best interests.

Dan Shea  
IT Director

Daily Telegram: **Friday, May 24, 2024, and Friday, May 31, 2024**

## 2. INSTRUCTIONS TO BIDDERS

- 2.1 Questions regarding this bid may be directed to the City of Superior as follows:  
Project specifications: Shawn Morris, Entrust Solutions Group, [SMorris@entrustsol.com](mailto:SMorris@entrustsol.com).  
Bidding documents: Jane Darwin, Contract Analyst, [darwinj@superiorwi.gov](mailto:darwinj@superiorwi.gov).
- 2.2 Method of Bidding: The only acceptable method of bidding a contract with the City of Superior, Wisconsin, is described as follows and must be strictly complied with. The City of Superior reserves the right to determine the low Bidder on the basis of the Base Bid alone or the Base Bid plus any alternates or combinations of alternates or reject all bids, at the City's discretion. Bids shall be valid for 60 days. No staples in bid documents.
- 2.3 Bid Packet Components: Each item listed must be included with the bid submission:
- a) Bidders must file a **PROPOSAL OR BID** on the form the City has prepared. (See BID PROPOSAL Section 3.)
  - b) Bidders shall be required to submit a list of **SUBCONTRACTORS AND SUPPLIERS** with their proposal in accordance with Section 66.0901(7), Wisconsin Statutes, and subsequent amendments. Such list shall not be added to nor altered without the written consent of the City of Superior. (See SUBCONTRACTORS AND SUPPLIERS LISTING Section 4.)
  - c) Bidders shall be required to submit an **ADDENDA ACKNOWLEDGMENT** with their proposal. Such acknowledgment shall note acknowledgment of receipt of any and all addenda. If no addenda were issued, the bidder shall indicate and sign document. It is the responsibility of the contractor to obtain all addenda. (See ADDENDA ACKNOWLEDGMENT Section 5.)
  - d) The bidder must file, at the time of the opening of the bids, either a **BID BOND or a certified check in the amount of at least five percent (5%)** of the total bid, conditioned that if the bidder is successful bidder will, within the time allotted by the City, file a properly executed contract and performance bond as per Wisconsin Statutes 62.15(3). (See BID BOND Section 6.)
  - e) The bid proposal must have attached to it the **BIDDER'S PROOF OF RESPONSIBILITY** identifying the bidder's qualifications. (See BIDDER'S PROOF OF RESPONSIBILITY Section 7.). Prospective bidders are required to furnish a statement of financial ability, equipment and experience in the work prescribed in said public contract in accordance with the provisions of Section 66.0901(2) of the Wisconsin Statutes at the time of the opening of the bids. The object of the questionnaire and the pre-qualification of bidders are to enable the City to have sufficient information regarding financial ability, equipment and experience in order to reduce the hazards involved in awarding contracts to parties not qualified to perform them and to select those contractors qualified to properly complete the work proposed.
  - f) The bid proposal must have attached to it the **DEBARRMENT CERTIFICATION**.

(See Section 7a.)

- g) The bid proposal must have attached to it the **AFFIDAVIT OF ORGANIZATION AND AUTHORITY** identifying a corporation, partnership or sole trader. The affidavit must contain a sworn statement that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail per Section 66.0901 (7), Wisconsin Statutes. (See **AFFIDAVIT OF ORGANIZATION & AUTHORITY** Section 8.)
- h) The bid proposal must have attached to it the **AFFIDAVIT OF COMPLIANCE** swearing the compliance with the criteria set forth in the Responsible Contractor Criteria in the City Code of Ordinances, Chapter 2, Article XII from the Contractor and all sub-contractors. (See **AFFIDAVIT OF COMPLIANCE** Section 8).
- i) Submit a plan describing the approach to the project with the bid proposal. This plan must include a proposed schedule. Detail any factors that may impart the timeline.
- j) The bid proposal packet shall be placed in an envelope and shall be sealed. **ON THE ENVELOPE SHALL BE**, plainly written: the **date of the bid opening**, the **title of the project** and the **name of the bidder**. Such envelope shall be addressed and delivered to: The City of Superior, Attn: Contract Analyst, 1316 North 14th Street - 2nd Floor, Suite 200, Superior, Wisconsin, before the time and date specified for opening bids as listed on the Advertisement to Bid.
- k) Wisconsin's Public Records Law creates a statutory presumption in favor of complete access to public records and the City of Superior endeavors always to conduct its municipal affairs in strict compliance with Wisconsin Statutes §§ 19.31-19.39. Any entities or individuals who submit materials to the City of Superior in response to this request should avoid submittal of any proprietary information.

2.4 Work Site and Contract Document Examination: Bidders must satisfy themselves, by examination of the contract documents, the work site and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of said contract documents. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which such bidder might have informed himself prior to the bidding.

Upon award of bid, the Contractor must execute the required Performance and Payment Bond in the total amount of the bid. (see **PERFORMANCE AND PAYMENT BOND** Section 11.)

2.5 Time of Performance: When not otherwise specified, the bidder must state in the

proposal, the least number of calendar days (counting weekends and holidays), after date to commence work given in the Notice to Proceed, in which bidder will start construction and the number of calendar days (counting weekends and holidays), after date to commence work given in the Notice to Proceed, in which bidder will fully complete the work as specified. The bidder should make allowance for all probable difficulties which may be encountered. In the event of failure to complete the work within the time stated or otherwise specified, liquidated damages will be assessed as provided in the specifications.

- 2.6 Quantities: The estimated quantities of the work are the result of careful calculations but are not to be considered as final. Such estimates will be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased according to the specifications at the discretion of the City of Superior without in any way invalidating the bid price (see CONTRACT CHANGE ORDER Section 15).
- 2.7 Bid Prices: Bidders must submit a bid price, in accordance with the specifications, for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal. Bid prices must be written out in words and also entered in figures. In case of conflict, the written word prices will prevail. Totals must be shown based on unit cost and quantity. In case the figures do not match, the figure resulting in the lower price shall be deemed the price intended and applicable.
- 2.8 Inadequacies and Omissions: The City of Superior will not be responsible for verbal information or statements made by representatives of the Engineering Department, or any other department for which work will be performed. Bidders shall bring any inadequacies, omissions, or conflicts to the attention of the City of Superior before the due date for bids. Prompt written clarification will be immediately supplied to all bidders by Addenda before the due date for bids and each Addendum shall be acknowledged on the Addenda Acknowledgment form. Failure to request clarification of any inadequacy, omission or conflict will not relieve the Contractor of responsibility.
- 2.9 No Double Bidding: Two (2) or more proposals under different names will not be accepted from one firm or association.
- 2.10 Partial Bidding: Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items, unless specifically exempted as set forth above, shall disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.
- 2.11 Right of Waiver or Rejection: The City reserves the right to reject any or all bids or waive any defects found in bids or proposals submitted.

2.12 Wage Rates: This Project is not subject to Prevailing Wage Rates.

2.13 Pre-Bid Conference: **Tuesday, June 11, 2024, at 3:00 PM CST**. In person and virtual options. Location: 1316 North 14<sup>th</sup> St, Suite 204, Superior, WI.

Virtual information:

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 002 046 794

Passcode: PS3Vr5

---

**Dial-in by phone**

[+1 872-242-8028,,762027915#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 762 027 915#

Deadline for questions is June 14, 2024. All questions should be emailed to the contacts listed in Section 2.1. The final addendum(s) will be issued by June 18, 2024.

2.14 Contract Documents: Upon award of the bid the contract documents will consist of the Advertisement to Bid, Instructions to Bidders, Bid Proposal, Subcontractors & Suppliers Listing, Addenda Acknowledgment, Addendum, Bid Bond, Bidder's Proof of Responsibility, Affidavit of Organization & Authority, Contract, Affidavit of Compliance(s), Performance and Payment Bond, Certificate of Insurance as required, General Specifications, Special Provisions, Plan Set dated May 21, 2024, and include all other herein bound attachments and modifications thereof incorporated in the documents as prepared by the City of Superior.

### 3. BID PROPOSAL

#### Fiber Phase 1 Construction

Date \_\_\_\_\_

City of Superior, Wisconsin

I/we, the undersigned, being familiar with your local conditions, having made a field inspection and investigation that I/we deemed necessary, having studied the plans and specifications for the work and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

1. Bid Form
2. Subcontractors & Suppliers List (see Section 4.)
3. Addenda Acknowledgment (see Section 5.)
4. Certified check or bid bond equal to five percent (5%) of the total amount bid. (Make check payable to: City of Superior, Wisconsin- see Section 6.)
5. Bidder's Proof of Responsibility (see Section 7.)
6. Debarment (see Section 7a.)
7. Affidavit of Organization & Authority (see Section 8.)
8. Affidavit of Compliance (see Section 9.)

I/we, the undersigned, hereby propose to furnish all applicable labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with the specifications and are hereby submitting the following bid:

**\*\* SEE NEXT PAGE\*\***



	<b>Task</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Directional Bore with 4" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (1) 1" - Material and Installation Price	15,180	LF		
2	Directional Bore with 4" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (2) 1" - Material and Installation Price	767	LF		
3	Directional Bore with 4" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (1) 2" - Material and Installation Price	7,161	LF		
4	Directional Bore with 4" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (1) 2" and (1) 1" - Material and Installation Price	10,202	LF		
5	Directional Bore with 4" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (1) 2" and (2) 1" - Material and Installation Price	1,116	LF		
6	Directional Bore with 6" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (2) 2" - Material and Installation Price	741	LF		
7	Directional Bore with 6" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (2) 2" and (1) 1" - Material and Installation Price	799	LF		
8	Directional Bore with 6" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (3) 2" - Material and Installation Price	479	LF		
9	Directional Bore with 6" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer	603	LF		

	Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (3) 2" and (1) 1" - Material and Installation Price				
10	Directional Bore with 8" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (4) 2" - Material and Installation Price	2,069	LF		
11	Directional Bore with 8" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (4) 2" and (2) 1" - Material and Installation Price	26	LF		
12	Directional Bore with 8" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (5) 2" and (1) 1" - Material and Installation Price	230	LF		
13	Directional Bore with 8" Bore - 2.5 potholes every 100ft and includes concrete/asphalt restoration, plus mule tape in ALL EMPTY DUCT. Install Tracer Wire with every linear bore, one per bore package with 5' slack at each end. Directional Bore (4) 2" and (1) 1" - Material and Installation Price	1,217	LF		
14	Bore 6" Casing (Steel) -->[LF] - Material and Installation Price	12	LF		
15	Bore 6" Casing (PVC) -->[LF] - Material and Installation Price	12	LF		
16	Bore 8" Casing (Steel) -->[LF] - Material and Installation Price	12	LF		
17	Bore 8" Casing (PVC) -->[LF] - Material and Installation Price	12	LF		
18	Install Muletape in New Conduit -->[FT] - Material and Installation Price, Ref Lines 01-14	76,244	FT		
19	Bore Rock Adder -->[LF] - Material and Installation Price	9,522	LF		
20	Install #12 AWG Insulated Tracer Wire -->[LF] - Material and Installation Price, Ref Lines 01-14	42,620	LF		
21	Install 5/8"x8' Copper Clad Ground Rod -->[EA] - Material and Installation Price	125	EA		
22	Sawcut, Remove and Replace Asphalt 6" Thick -->[SqrFt]	10	SqrFt		
23	Sawcut, Remove and Replace Concrete 6" Thick -->[SqrFt]	10	SqrFt		
24	Tree Protection, Sites and Labor	40	EA		
	<b>UNDERGROUND - BURIED TOTAL</b>				
	<b>SPLICING</b>				
25	Splicing, Fusion, Single Fiber -->[EA] - Materials and	2,065	EA		

	Installation				
26	Splicing Fusion, Single fiber Pigtail at panel -->[EA]	1	EA		
27	Splicing, Mass Fusion, 12 Fiber Ribbon -->[RIBBON]	1	RIBBON		
28	Testing, OTDR, Uni-Directional, Power Meter Testing -->[EA]	948	EA		
29	Testing, OTDR, Bi-Directional, Power Meter Testing -->[EA]	432	EA		
30	Reel testing -->[EA]	744	EA		
	<b>SPLICING TOTAL</b>				
	<b>GENERAL</b>				
31	Pull fiber through building, Proof Existing Duct/Path -->[FT] - City Hall Meet Up Point to Server Room (4th Floor), ESTIMATE	500	FT		
	<b>GENERAL TOTAL</b>				
	<b>FIBER MATERIAL TOTAL</b>				
32	Underground 24 CT Fiber Cable -->[FT] - Material and Installation Price	10,097	FT		
33	Underground 48 CT Fiber Cable -->[FT] Material and Installation Price	11,059	FT		
34	Underground 96 CT Fiber Cable -->[FT] Material and Installation Price	7,639	FT		
35	Underground 144 CT Fiber Cable -->[FT] Material and Installation Price	13,087	FT		
36	Underground 432 CT Fiber Cable -->[FT] Material and Installation Price	6,121	FT		
	<b>FIBER TOTAL</b>				
	<b>UNDERGROUND</b>				
37	Drop Vault, 12" x 12" -->[EA] with Connect Superior branding on lid - Material and Installation Price	402	EA		
38	Vault, 24" x 36" -->[EA] with Connect Superior branding on lid - Material and Installation Price	131	EA		
39	Large Vault, 30" x 48" -->[EA] with Connect Superior branding on lid - Material and Installation Price	7	EA		
40	3.5" Dia PVC Round Marker Posts with Orange Dome Top, 8 ft. in length -->[EA] - Material and Installation Price	5	EA		
41	3.5" Dia PVC Round Locate Posts with Orange "Top Hat", 8 ft. in length with shorting straps -->[EA] - Material and Installation Price	5	EA		
	<b>VAULT AND MARKER TOTAL</b>				
	<b>CLOSURES</b>				
42	FOSC 450 B Closure -->[EA] - Material and Installation, Including Grounding	78	EA		
43	Splice Tray for B-Gel Closure (SM12) -->[EA] - Material and Installation. Closures can be ordered	97	EA		

	as "pre-loaded".				
44	Slack Basket for B-Gel Closure -->[EA] - Material and Installation. Closures can be ordered as "pre-loaded".	78	EA		
45	FOSC 450 C Closure -->[EA] - Material and Installation, Including Grounding	47	EA		
46	Splice Tray for C-Gel Closure (SM12) -->[EA] - Material and Installation. Closures can be ordered as "pre-loaded".	59	EA		
47	Slack Basket for C-Gel Closure -->[EA] - Material and Installation. Closures can be ordered as "pre-loaded".	47	EA		
48	FOSC 450 D Closure -->[EA] - Material and Installation, Including Grounding	2	EA		
49	D Size splice Tray -->[EA] - Material and Installation. Closures can be ordered as "pre-loaded".	4	EA		
50	Slack Basket for D-Gel Closure -->[EA] - Material and Installation. Closures can be ordered as "pre-loaded".	2	EA		
	<b>SPLICE CLOSURES TOTAL</b>				
	<b>PATCH PANELS AND CABINETS</b>				
51	Clearfield 288 Size Distribution Cabinet concrete pad mounted. Fully loaded with cassettes and preterminated 100' SC/APC tails - 24 feeder fibers 288 distribution - Materials and Installation including Site Preparation of Vault and Concrete Pad	2	EA		
52	Clearfield 432 Size Distribution Cabinet concrete pad mounted. Fully loaded with cassettes and preterminated 100' SC/APC tails - 24 feeder fibers 432 distribution - Materials and Installation including Site Preparation of Vault and Concrete Pad	1	EA		
53	Clearfield 1x32 Splitter (3 per FDH available at install) - Material and Installation	9	EA		
54	432 port rack mount panel (POP Site Equipment) and tails (OSP, 200-1000') - Material and Installation	4	EA		
55	Fan Out Kits - Material and Installation	10	EA		
	<b>PATCH PANELS AND CABINETS TOTAL</b>				
			<b>Total Bid</b>		

**Total in written words:**

\_\_\_\_\_

Estimate amount of time to complete project upon Contractor's receipt of Notice to Proceed  
(time to include all weekends and holidays) \_\_\_\_\_

Date able to begin the project \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

#### 4. SUBCONTRACTORS AND SUPPLIERS LISTING -

Must be submitted with Bid.

##### Fiber Phase 1 Construction

4.1 The undersigned agrees to employ the following listed **subcontractors** for the following enumerated classes of work and not to alter or add to such list without the written consent of the City of Superior, WI as per Wisconsin Statutes 66.0901 (7). (Use separate sheet as necessary.)

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

4.2 Following is a list of **suppliers** to be used on the above listed project. (Use separate sheet as necessary.)

	<u>SUPPLIER</u>	<u>TYPE OF SUPPLY</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

*Number of years of experience or additional details of subcontractors, supplier or product may be requested for projects as deemed necessary by the City.*

Submitted by: COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
COMPANY REPRESENTATIVE \_\_\_\_\_

**5. ADDENDA ACKNOWLEDGMENT** (Must be submitted with Bid)

**Fiber Phase 1 Construction**

I/we hereby acknowledge receipt of the following addenda(s):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the site where the work is to take place, and the plans, specifications, form of contract, bond and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

\* If no addenda were issued, the bidder shall so indicate and sign this document.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

**6. BID BOND** - A CERTIFIED CHECK or 5% bid security must be submitted with Bid. **AIA Document A310™ -2010 Bid Bond is the preferred document.**

(Sample)

KNOW ALL MEN BY THESE PRESENTS that, \_\_\_\_\_  
of \_\_\_\_\_ as principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws and authorized to transact business in the  
State of \_\_\_\_\_ (herein called "surety") as surety are held and firmly bound  
unto the City of Superior, Wisconsin, a municipal corporation of the State of Wisconsin, in the  
penal sum of \_\_\_\_\_ dollars (five percent of bid), good and  
lawful money of the United States of America, to be paid to the City of Superior, Wisconsin, its  
duly authorized attorneys, agents, officers, successors and assigns for which payment, well and  
truly be made, we bind ourselves, our heirs, administrators, executors, successors and assigns,  
jointly and severally firmly by these presents.

WHEREAS, the above bounden principal has entered into a proposal for a certain written  
contract with the City of Superior, Wisconsin, dated on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, for the performance of the following work:

---

NOW THEREFORE, the condition of the above obligation is such that if the above  
principal shall file and properly execute the proper contract and performance bond within the  
time limited by the City, which shall provide for the doing of such work upon the terms and  
conditions of the plans and specifications of the bid, then this obligation is to be void, otherwise  
be made and remain in full force and effect.

---

Company

---

President

---

Secretary

WITNESS:

Signed and Sealed in the Presence of:

---



**7. BIDDER'S PROOF OF RESPONSIBILITY** (Must be submitted with Bid)

Wisconsin Statutes Section 66.0901 (2) requires anyone submitting a bid to complete a sworn statement consisting of information relating to the financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the municipality requires. The City of Superior shall properly evaluate the statement and shall find the maker of the statement either qualified or unqualified.

If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The contents shall be confidential and may not be disclosed except upon the written order of the person furnishing the statement, for necessary use by the public body in qualifying the person, or in cases of actions against, or by, the person or municipality.

1. Name of bidder: \_\_\_\_\_
2. Bidder's address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. Where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under the present firm name: \_\_\_\_\_
6. Have you ever failed to complete any work awarded to you? No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please explain)
7. Have you ever defaulted on a contract? No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please explain.)
8. Have you ever been sued for services you provided? No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please explain.)
9. In the past three years, has your organization had at least a 25% interest, or has another corporation, partnership or other business entity operating in the construction industry controlled it? No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please attach a statement explaining the nature of the relationship.)
10. Has your or the controlling company ever been charged with or convicted of a violation of any wage schedule? (Section 66.0903 (12) d Wis Stats) No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please provide details, date, claimant, particulars of each instance.)
11. Has the applicant, any of its owners, a subsidiary or corporate parent, or any officer or director thereof; been convicted in the last three years of violating Section 133.01, Wisconsin Statutes (Unlawful Contracts; Conspiracies)? No \_\_\_\_\_ Yes \_\_\_\_\_  
(If yes, please provide details, date claimant, particulars of each incident, etc.)
12. Does your firm have a substance abuse policy that complies with Section 103.503 Wisconsin Statutes? No \_\_\_\_\_ Yes \_\_\_\_\_
13. Does your firm possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform?  
No \_\_\_\_\_ Yes \_\_\_\_\_
14. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years?  
No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, please explain.)

15. Does your organization meet all bonding requirements as required by applicable law?  
No \_\_\_\_\_ Yes \_\_\_\_\_
16. Attach a list of the largest contracts completed by your firm, including kind of work and approximate cost.
17. Attach a statement of background and experience of the principal members of your personnel, including your officers.
18. Name, address and telephone numbers of a minimum of two (2) references of others whom you have performed similar work/services to in the past five (5) years.
19. Credit references - attach as applicable
20. Financial statement (net worth in excess of): \$ \_\_\_\_\_
21. Additional information may be submitted if desired. Attach separate sheets as necessary.

Company Name \_\_\_\_\_

I, the below signed, attest all answers to the foregoing questions and all statements contained are true and correct.

Authorized Signature \_\_\_\_\_

PRINT signature name and title \_\_\_\_\_

Subscribed and sworn to before me,  
this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## 7a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implement Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

1. The Contractor certifies that, by submission of this proposal, that neither it nor its principals, or SubContractors:
  - a. Is presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b. Have not within a three-year period preceding this date been convicted of or had a civil judgement rendered against you for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Signed: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Name of Organization: \_\_\_\_\_  
Date: \_\_\_\_\_

## 8. AFFIDAVIT OF ORGANIZATION AND AUTHORITY

(Must be submitted with Bid)

STATE OF \_\_\_\_\_)

) SS

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn on oath deposes and states that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

Complete Applicable Paragraphs:

### 1. CORPORATION

The bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, its president is \_\_\_\_\_, its secretary is \_\_\_\_\_, and it does (does not) have a Corporate Seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken \_\_\_\_\_ a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

### 2. PARTNERSHIP

The bidder is a partnership consisting of \_\_\_\_\_ and \_\_\_\_\_ partners doing business under the name of: \_\_\_\_\_

### 3. SOLE TRADER

The bidder is an individual and if operating under a trade name, such trade name is:

\_\_\_\_\_

### 4. LIMITED LIABILITY COMPANY

The undersigned is the \_\_\_\_\_ (title) of \_\_\_\_\_, a Limited Liability Company organized and operated under the laws of the State of \_\_\_\_\_.

### 5. ADDRESS

The business address and phone number of bidder is:

\_\_\_\_\_

### 6. STATUTORY SWORN STATEMENT

\_\_\_\_\_ also deposes and states that they have examined and carefully prepared this bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid, and that the statements contained herein are true and correct.

\_\_\_\_\_  
(Authorized Signature)

Subscribed and sworn to before me,  
this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**ORDINANCE #O20-4178**

**ORDINANCE INTRODUCED BY MAYOR JIM PAINE REPEALING SECTION 2, ARTICLE XII PUBLIC WORKS PROJECTS AND RECREATING SECTION 2, ARTICLE XII RESPONSIBLE CONTRACTOR CRITERIA**

The Common Council of the City of Superior, Wisconsin, does ordain as follows:

SECTION 1. Chapter 2, Article XII, Public Works Projects of the City Code of Ordinances is hereby repealed and recreated as follows:

**ARTICLE XII. RESPONSIBLE CONTRACTOR CRITERIA**

**Section 2-468. Purpose.** Pursuant to Wis. Stats. § 66.0901, whenever the city lets public work by contract, the contract must be awarded to the lowest qualified responsible contractor. What constitutes a qualified responsible contractor is a determination that requires the exercise of discretion by the city and its departments, officials or employees under reasonably consistent responsible contractor criteria when exercising its discretion.

**Section 2 -469. Definitions.** In this section, the following definitions shall apply.

“Contractor” means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.

“Apprenticeship program” means an apprenticeship program that is currently approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyman status for three years.

“Public works contract” means a contract for the construction, alteration, execution, repair, remodeling or improvement of a public work or building, where the contract is in excess of \$25,000 and is required to be bid pursuant to Wis. Stats. § 59.52(29).

“Qualified contractor (Bidder)” means a person, corporation, partnership or any other business entity that meets the requirements specified in this ordinance as well as the criteria specified in Wis. Stats. 16.855 (9m) (b) (1) (a & b)

**Section 2-470 Responsible Contractor Criteria.** In order to be a qualified responsible contractor for purposes of being awarded a public works contract, the contractor must meet the following criteria.

- a) The contractor maintains a permanent place of business.
- b) The contractor is authorized to do business in the State of Wisconsin.

- c) The contractor, or agent, partner, employee or officer of the contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- d) The contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- e) The contractor has general liability, workers' compensation, automobile insurance and unemployment insurance.
- f) The contractor has complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years.
- g) The contractor participates in an apprenticeship program as referred in section 2-46 9, if the contractor employs more than two (2) employees.
- h) The contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. §103.503.
- i) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- j) The contractor has not been the subject to any investigation, order or judgement regarding the construction industry from a state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, discrimination or payroll fraud. If the contractor has been the subject of any of the aforementioned, the contractor must provide copies of the investigation, order or judgement and may be disqualified.
- k) The contractor's employees who will perform work on the project are:
  - 1) Covered under a current workers' compensation policy; and properly classified under such policy.
  - 2) Covered under a current health insurance policy as required by federal or state law.
- l) The contractor possesses all applicable professional and trade licenses required for performing the public works.
- m) The contractor has adequate financial resources to complete the public works contract, as well as all other work the bidder is presently under contract to complete.
- n) The contractor is bondable for the terms of the proposed public works contract.

- o) The contractor has a record of meeting the criteria which will be considered in determining satisfactory completion of projects and may include, but are not limited to:
  - 1) Completion of contracts in accordance with drawings and specifications;
  - 2) Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
  - 3) Fulfilled guarantee requirements of the contract documents.
- p) The contractor has, and diligently maintains, a written safety program.

**Section 2-471.No Restriction on Discretion.** If information other than what was disclosed by the contractor in section 2-470 is discovered by the city or the department, official or employee responsible for awarding the public works contract, and such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, that information shall be considered in determining whether the contractor is a qualified responsible contractor.

**Section 2-472. Affidavit of Compliance.**

**In the event a construction management company is to administer the said contract with general contractors, prime contractors or subcontractors of any tier, the construction management firm shall ensure all the rules and regulations contained in this Responsible Contractors Ordinance are followed by all contractors of any tier.**

**The general, prime contractor, or sub-contractor of any tier bidding on a public works project must include in its sealed bid:**

- a) **Its own affidavit swearing compliance with the criteria set forth in section 2-470 on the form required by city; and**
- b) An affidavit swearing compliance with the criteria set forth in [section 2-470](#) on the form required by the city from every subcontractor at any tier who will perform work on the project.

[Failure to submit the required affidavit, or providing incorrect, false, or misleading information may disqualify the contractor's bid.](#)

SECTION 2. All ordinances and parts of ordinances conflicting with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.



**10. CONTRACT** (to be finalized after the bid)

**Fiber Phase 1 Construction**

**10.1 Preamble**

This contract made this \_\_\_ day of \_\_\_ 2024, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, herein called "Contractor", and the City of Superior, a municipal corporation, located in Douglas County, Wisconsin, herein called "Owner".

WITNESSETH, that the Contractor and Owner for the consideration stated herein, agree as follows:

**10.2 Article I - Scope of Work**

The Contractor shall perform everything required to be performed and shall provide and furnish all the applicable labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work:

Bid Project: **Fiber Phase 1 Construction**

All work shall be in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract.

**10.3 Article II - Contract Price**

The Owner shall pay the Contractor for the performance of this contract an amount based upon the unit prices contained in the proposal for the actual measured quantities of work done or lump sum as proposed.

Contractor shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement and is not entitled to further payments until corrected to the satisfaction of the IT Director at the cost of the Contractor. The City will inform the Contractor of any deficiencies and/or items that do not conform to this contract within thirty (30) days of receipt.

Unless otherwise provided in the special provisions, payments are to be made to the Contractor within 30 days of receipt of an approved payment application/invoice on the basis of written approval of estimates by the Owner of the value of the work performed during the

preceding billing period. However, in accordance with 66.0901(9) Wisconsin Statutes, the owner will retain five percent (5%) of the amount of each such estimate, until the work has been completed. This retainage will be held until completion and acceptance of all work included in this contract.

Submission of a final payment application/invoice shall be accompanied by applicable payroll reports and final unconditional lien waivers (from all sub-contractors and suppliers) to the Owner. Prior to release of final payment, the IT Department shall review project documents submitted by Contractor to determine the satisfaction thereof; it will be at the IT Department's sole discretion when the final payment is made. Final payment will be made to Contractor within thirty (30) days of the City's acceptance of services as complete.

The Owner, in case the work under this contract is not completed within the time required or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties, and to apply the amount retained from estimates to the completion of the work.

## **10.4 Article III - Component Parts of this Contract**

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached:

1. Advertisement to Bid
2. Instructions to Bidders
3. Bid Proposal
4. Subcontractors & Suppliers Listing
5. Addenda Acknowledgment
6. Bid Bond
7. Bidder's Proof of Responsibility
8. Affidavit of Organization and Authority
9. Affidavit of Compliance from Contractor and all Sub-Contractors
10. Contract
- 10.0 Certificate of Insurance
11. Performance and Payment Bond
12. General Specifications
13. Engineer's Certificate (as applicable)
14. Special Provisions (as applicable)
15. Contract Change Order
16. Additional Attachments per Index (as applicable)

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In cases of conflict between plans and specifications, the specifications shall govern. Special Provisions shall control over General Specifications.



ATTEST: CITY OF SUPERIOR, WISCONSIN

---

Jim Paine, Mayor

---

Heidi Blunt, Clerk

---

Nicholas Rhinehart, Finance Director  
Provision has been made to  
pay the liability that will  
accrue under this contract.

---

Frog Prell, City Attorney

Approved by the Superior Common Council on:

**11. PERFORMANCE AND PAYMENT BOND (Sample)**

**AIA Document A312™ - 2010 Performance and Payment Bond is the preferred document.**

*All other bonds must be approved by the City.*

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

of \_\_\_\_\_, and \_\_\_\_\_ as

principal, and \_\_\_\_\_ of \_\_\_\_\_, a corporation

and existing under the laws of the State of Wisconsin (hereinafter called Asurety@), as surety are held and

firmly bound unto the City of Superior, a municipal corporation, of the State of Wisconsin, in the penal sum

of \$\_\_\_\_\_ Dollars, good and lawful money of the United States of America, to be paid to the City

of Superior, Wisconsin, its duly authorized attorneys, agents, officers, successors and assigns for which

payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and

assigns, jointly and severally firmly by these presents.

WHEREAS, the above bound principal has entered into a certain written contract with the City of Superior, Wisconsin, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the above obligation is such that if the above bound principal shall well and truly keep, do and perform each and every matter and thing in said contract set forth and specified to be by the said principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the aforementioned City, all loss and damage which said City may sustain by reason of failure or default on the part of said principal and shall pay to every person entitled thereto all claims for labor performed and materials furnished, used or consumed in performing the work provided in said contract including, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker’s compensation insurance and contributions for unemployment compensation, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

Contractor \_\_\_\_\_

Representative \_\_\_\_\_

Title \_\_\_\_\_

Insurance Company \_\_\_\_\_

Representative \_\_\_\_\_

Attest: \_\_\_\_\_

**12. GENERAL SPECIFICATIONS**

**12.1 GENERAL**

Unless otherwise stated, all work and conditions of this contract shall be performed in accordance with the State of Wisconsin Department of Transportation (WisDOT), Standard Specifications for Highway and Structure Construction (including erosion control), 2024 Edition and current Supplemental Specifications, or in accordance with the Wisconsin Department of Safety and Public Services.

State, Federal and/or grant funds may be used to fund all or part of this contract. The City will not be held liable for any damages incurred due to changes in State, Federal or grant funding, including (but not limited to) a reduction or cancellation of the project.

**12.2 SUBSTITUTIONS**

The following terms shall be substituted in the specifications:

- a. "Owner" or "City" is the City of Superior.
- b. "Engineer" is the Contracted Engineer/Architect for the City of Superior or the City Engineer assigned to the project.

**12.3 INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**CONTRACTOR—LIABILITY**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- 1. Each Occurrence limit \$1,000,000
- 2. Personal and Advertising Injury limit \$1,000,000

- |   |             |
|---|-------------|
| 3. General aggregate limit (other than Products-Completed Operations) <b>per project</b>                      | \$2,000,000 |
| 4. Products-Completed Operations aggregate  | \$2,000,000 |
| 5. Fire Damage limit — any one fire   | \$50,000    |
| 6. Medical Expense limit — any one person   | \$5,000     |
| 7. Products - Completed Operations coverage must be carried for two years after acceptance of completed work. |             |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

**Provide a waiver of subrogation in favor of the City for the workers' compensation.**

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City.

E. Builder's Risk / Contractor's Equipment or Property - The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

**INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

**APPLICABLE TO CONTRACTORS / SUBCONTRACTORS /  
SUB-SUB CONTRACTORS**

A. Primary and Non-contributory requirement - all insurance must be primary and non-contributory to any insurance or self-insurance carried by City.

- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an **A.M. Best** rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. **Additional Insured Requirements - The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Superior**, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products - Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
- D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City.
- E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.

Such liability policies shall contain a provision or endorsement covering any contingent liability of the City of Superior. **The City is to be shown as “additionally insured” and the project is to be listed on the certificate.** The naming of said entities as Certificate Holders will not be acceptable. Certificates of worker's compensation and personal and public liabilities, along with the provision indemnifying the City of Superior must be submitted by the successful bidder.

## 12.3.5 IDEMNIFICATION

Contractor hereby agrees to indemnify, defend and hold harmless the City its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed



officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be responsibility of the contractor to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

## **12.4 PERFORMANCE AND PAYMENT BOND**

Contractor shall execute and furnish a completed PERFORMANCE AND PAYMENT BOND in the total amount of the approved bid, to be supplied to the Owner along with the required signed contract documents. AIA Document A312™ - 2010 is the preferred Performance and Payment Bond document.

## **12.5 LICENSES, PERMITS AND APPROVALS**

The Contractor warrants that he is properly licensed and possesses all the necessary qualifications as required by the federal, state and local laws, ordinances, regulations, etc. prior to commencing work, and shall remain in good standing for the duration of the project.

The Contractor is responsible for all local, state, and federal permits and approvals which may apply to this project. The fees for local permits will be waived upon receipt of application of such permits and it is noted that the permit late fee of \$750.00 per permit will be the financial responsibility of contractor. Normal local inspections will be required, including final inspection of the project by the applicable local departments. The Contractor shall give all notices required by law and comply with all laws, statutes, ordinances, rules and regulations that affect the conduct and prosecution of the project. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If Contractor performs any work that it knew or should have known to be contrary to such laws, statutes, ordinances, rules, and regulations and without giving notice to the City, the Contractor shall be responsible for all costs arising therefrom.

The City will consider no plea of misunderstanding or ignorance of these requirements.

## **12.6 OBSTRUCTION OF STREETS AND SIDEWALKS**

The Contractor shall promptly remove any dirt or debris which is caused by its performance of this contract and clean all streets, sidewalks, alleys, and public property which are soiled by Contractor's actions or omissions. If the Contractor shall, in any manner, obstruct a street or sidewalk or other public grounds, they shall erect, install, maintain and pay for barriers and lights to prevent accidents and shall be liable for damages caused by the obstruction and for any damage or disruption to streets, alleys or public grounds which may result from the Contractor's carelessness in the prosecution of such work in accordance with Section 62.15 (11) of the Wisconsin Statutes. The Contractor shall also be bound by any further requirements of the specifications on this point.

## **12.7 PROSECUTION AND PROGRESS**

Prosecution and Progress shall be accomplished in accordance with WisDOT Standard Specifications 2024, Section 108, unless otherwise set forth in the Special Provisions.

Upon receipt of "Notice to Proceed" from the Owner, work under this contract shall commence immediately and be completed by November 30, 2024.

## **12.8 COORDINATION OF CONTRACTORS**

The City may award or may contract for additional work outside the scope of this contract. The Contractor shall fully cooperate with any other Contractor, City employee, Engineer, or designated representative of the City, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of any other Contractor, agent, City employee, engineer or designated representative as scheduled.

Employees of the Contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractors shall require that their employees be courteous at all times, not to use loud or profane language, and to work as quietly as possible. The contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract.

The contractor agrees to observe and obey all applicable laws, ordinances, rules and regulations promulgated and enforced by the City and by any other proper authority having jurisdiction over the work performed herein.

Special Conditions Where special conditions or special purposes require the consideration of deviations from these specifications, any such deviations must be authorized by the Owner.

**12.9 CHANGE ORDERS**

Any change to the signed contract must be approved by the Owner, in writing, prior to the commencement of the change (see CONTRACT CHANGE ORDER, Section 15). All changes/amendments/addition/ deletions to the original contract must be described on the Contract Change Order form with necessary increase/decrease in contract price indicated. Change orders will need to include any invoices and supporting documents. These changes will include applicable project extension time requests. The form is to be numbered sequentially and is to be signed by the Contractor and approved by the Owner before proceeding to execute the work. Verbal directions, approvals, conversations or agreements are not permitted in lieu of a written Change Order.

Any work conducted outside of the scope of the contract, or in addition to the contract and not authorized through a written Change Order is at the Contractor’s sole cost and expense.

**12.10 TIME PENALTIES**

Should the Contractor fail to complete the work within the time agreed upon under section 12.7 above, or within such extra time as may be allowed by extensions at the discretion of the Owner, there shall be deducted from any monies due or that may become due the Contractor, for each and every calendar day that the work shall remain uncompleted, a sum assessed as specified in WisDOT Standard Specifications 2024, 108.11 *Liquidated Damages* of the State of Wisconsin Department of Transportation (WisDOT), Standard Specifications for Highway and Structure Construction (including erosion control), 2024 Edition and current Supplemental Specifications, except that this sum shall be considered a penalty, a fixed and agreed-to-sum due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items resulting from the Contractor’s failure to complete the work within the time specified in the contract. If the penalties exceed the balance of monies that would otherwise have been due the contractor, the Contractor or the Contractor’s Surety shall be responsible for payment of all such penalties to the Owner as liquidated damages.

**12.11 GUARANTEE**

The Contractor shall assume responsibility for all defects which may develop in any part of the bid project caused by faulty workmanship, material or equipment and agrees to replace any such faulty workmanship, material and equipment, during the period of two (2) years from date of final payment of the work without cost to the Owner. Contractor shall coordinate any manufacture’s warranties for the Owner during the two-year period, without any cost to the Owner.

Acceptance of the plan shall not waive this guarantee. The contractor is responsible for

coordinating manufacturer warranty replacements should problems arise in the guarantee period. The warranty/guarantee period shall begin upon contractor receipt of final payment, unless otherwise agreed upon in writing by the Owner.

## **12.12 AS-BUILTS and WARRANTY DOCUMENTS**

Within ten (10) days of substantial completion and prior to final payment by the Owner, the Contractor is to supply the Owner with project “as-builts”, all product warranty information, and closed out permits. As-builts must be submitted in CAD, GIS or adobe file format or another format agreed upon by Owner.

## **12.13 CONTROL OF THE WORK**

Control of the work shall be accomplished in accordance with WisDOT Standard Specifications 2024, Section 105 except as modified below:

1. Contractor will white-line the construction path.
2. Locators (811) mark the utilities.
3. Once 811 has located the utilities, the contractor will proceed unless the right-of-way and/or utilities separation will not meet the State of Wisconsin guidelines.
  - a. If the right-of-way or utilities separation cannot be met, an alternative path needs to be determined and/or additional easement needs to be acquired.
4. The Contractor shall, before proceeding to another phase of construction, have approval of the engineer.

MANY UTILITY OWNERS HAVE EXISTING FACILITIES NEAR OR AT THE LOCATION OF THE WORK REQUIRED UNDER THIS CONTRACT. The Contractor shall contact **Diggers Hotline at 1-800-242-8511** to determine locations are safe and will make any adjustments recommended by the locator prior to performing any excavation operations under this contract.

## **12.14 SCOPE OF WORK**

The scope of work for this project shall be in accordance with WisDOT Standard Specifications 2024, Section 104, unless otherwise set forth in the Special Provisions.

The Contractor shall be responsible for the maintenance of traffic. The Contractor shall provide, erect, and maintain all barricades.

## **12.15 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

The Contractor shall fulfill all legal relations and responsibilities to the public in accordance

with WisDOT Standard Specifications 2024, Section 107 and as follows:

The Contractor shall work in cooperation with utility companies in the protection of water and gas mains and other utilities that may be within the limits of construction. It shall be the duty of the Contractor to notify the utility company or companies involved before starting work on this project.

All necessary work of adjusting any underground relocation will be performed by their owners, unless otherwise shown on the plans. The work to maintain and/or adjust these utilities shall be considered incidental to the project.

The Superior Water, Light and Power Company will relocate any power poles or fire hydrants during construction operations, unless otherwise noted in the special provisions or if a cooperative agreement is established with Superior Water, Light and Power Company. The City of Superior has authority over all sanitary and storm sewers. The Superior Water, Light and Power Company will adjust all water shutoffs and gas shutoffs during construction.

## **12.16 SAFETY AND SECURITY**

The Contractor shall at all times perform in a safe and workmanlike manner to avoid injury or damage to any person or property. The Contractor shall comply with all requirements and specifications relating to the safety, health and sanitation measures applicable to the project. The Contractor shall exercise all necessary precautions for the safety of its employees, and be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, but not limited to, the Wisconsin Labor Code, The U.S. Department of Transportation Omnibus Transportation Employee Testing Act, and OSHA standards.

The contractor shall provide all necessary safeguards, devices and protective equipment, including but not limited to adequate life protection and lifesaving equipment, and shall ensure the proper inspection and maintenance of safety measures are current and in compliance.

The City may halt construction on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Work will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the contract price or an extension of the completion deadline.

## **12.17 PRE-CONSTRUCTION CONFERENCE**

A preconstruction conference will be scheduled by the Owner or the Engineer prior to work commencing.

## **12.18 PROJECT DOCUMENT SUBMISSIONS**

As a condition of final payment, the following documents must be submitted and accepted by the City:

- a. Lien waivers – final unconditional lien waives from each sub-contractor and/or supplier must be submitted to the City.
- b. As-builts & product warranties – as noted in Section 12.12, these documents must be submitted to City.
- c. Retainage – Contractor’s final invoice is to indicate the balance of work completed and/or the total amount of retainage due the Contractor.
- d. Local inspections – final inspection reports must be submitted to the City.
- e. Project completion documentation – written documentation from the project engineer confirming the completion of the project.

### **13. ENGINEER CERTIFICATION**

See page 1 of plans

<https://media.superiorcogis.org/ftp/Superior/RFP/Fiber/>

## 14. Special Provisions

### Contractor Responsibilities during Construction Management Process

Contractors are required to submit a Daily Production Report (DPR) package directly into the electronic project management system (PMS).

ENGINEER will provide the appropriate DPR template for the Contractor to complete.

- PMS is a shared folder site between ENGINEER, Contractor and the Owner.
- One primary folder is established for dailies.
- Other folders may be added as needed.

The DPR package should include, as applicable, per given area of construction performed that day:

- Construction labor units performed.
- For UG, Directional bore logs with location, distance, and direction of each bore.
- Redline map(s).
  - Legible marked set of redlined drawings showing the location(s) of all work performed.
    - Fiber sequentials at every splice case, in and out of vaults, splice locations, building entrance and fiber panel.
  - GPS readings of all vaults utilized
  - Photos of completed and labeled splice trays and labeled splice cases
  - Pre-installation Cable Testing
  - Post Installation – Final Acceptance Testing including:
    - Optical Attenuation (Insertion Loss)
    - Link Integrity Verification (OTDR)
    - Power Meter light readings
    - OTDR & Power meter Calibration certificates

Once Construction crew has completely updated the DPR package, a Construction Company Foreman must review and provide approval signature.

Construction company will email Engineer inspector signed dailies once the Foreman has approved with signature.

The ENGINEER Inspector will review and if approved sign and return the package back to the Contractor's designee by email.

The Construction Company's designee will upload the signed package to PMS for ENGINEER PC verification and tracking

- The Construction Company's designee will upload counter-signed package to Daily Production folder on PMS.  
(Dailies will not be accepted by email).



- Once uploaded, an ENGINEER Project Coordinator (PC) will use the package to:
  - track daily construction production
  - weekly production totals
  - reconcile invoices
  - approve payments
- If there is an issue with the reported production or daily, an ENGINEER PC will email or comment on PMS any dailies requiring corrections to the contractor's designee.
- Once corrections are made, the corrected daily must be uploaded to PMS and the incorrect daily must be removed from PMS by the contractor's designee.
- The PC will coordinate a bi-weekly meeting with the contractor's designee to discuss production for invoicing.
  - At that time, ENGINEER production totals will be compared and confirmed with the contractor's totals.
  - Contractor will send the PC a spreadsheet to compare units billed 48 hours (about 2 days) prior to scheduled meeting
- Each month a preliminary invoice should be created by the contractor, emailed to the ENGINEER PC.
  - Invoice each month will have labor and (material)
  - The ENGINEER PC will review and notify the Contractor if rejected or approved.
  - If approved, Contractor submits invoice to Client and copies PC.
  - If rejected, Contractor is notified to correct and resubmit to the PC.
- Note: All Invoices with Material must have packing slips attached.

\*\*Failure to submit timely and accurate DPR packages will result in delays in payments.

# 15. CONTRACT CHANGE ORDER

## Fiber Phase 1 Construction

Change Order No. \_\_\_\_\_

Contractor: Name \_\_\_\_\_  
Address \_\_\_\_\_

Item No.	Description of Change	DECREASE in contract price	INCREASE in contract price
----	<b>Total DECREASE in contract price</b>		<b>XXXXXXXXXX</b>
----	<b>Total INCREASE in contract price</b>	<b>XXXXXXXXXX</b>	
----	<b>NET decrease/increase in contract price</b>	-	+

The current contract total is \$ \_\_\_\_\_. The sum of \$ \_\_\_\_\_ is hereby added to/deducted from the total contract price and the total adjusted contract price is thereby \$ \_\_\_\_\_.

Change orders over \$5,000.00: City Finance Department Initial: \_\_\_\_\_

The time provided for completion of the contract is (check one):

- unchanged
- increased by \_\_\_\_\_ calendar/working days
- decreased by \_\_\_\_\_ calendar/working days

Necessity for change:

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Change order recommended by: \_\_\_\_\_ Date: \_\_\_\_\_  
(City, Company, engineer, contractor - circle one)

Change order accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(contractor)

Change order approved by City of Superior: \_\_\_\_\_ Date: \_\_\_\_\_