

CITY OF SUPERIOR  
**Fiber Locator Contractor**  
**RFQ #24-38-IT**

ADDENDUM #1

DATE: October 21, 2024  
TO: Prospective Firms  
Proposal Opening Date: **Tuesday, October 29, 2024, at 2:30 PM (Unchanged)**

This addendum modifies the Proposal Documents for the above-listed project. The addendum consists of one (1) page. Acknowledge receipt of the Addendum by signing the Addenda Acknowledgment form included within the proposal documents. Failure to do so may subject the Proposer to disqualification.

**Clarifications and answers to questions received:**

**1. Attendance from pre-bid:**

Darwin, Jane

darwinj@superiorwi.gov

Becken, Stephanie

beckens@superiorwi.gov

brent labrie

brent@kramerservicegroup.com 715-642-0180

Shawn Morris (External)

SMorris@entrustsol.com

Andrew I. Heigl

andy.heigl@ccisystems.com

Christopher Mayen (Unverified)

Jacqueline Babler (External)

JBabler@tdlcable.com

**2. Do you have historical data for locates in the area requesting locate service?**

The City does not have historical data. The City's Phase 1 construction is currently under construction.

**3. Does this RFP include any phase 2 or future build out areas?**

This RFP, and subsequent contract, does not include any Phase 2 or future build-out areas. Any future scope would be added via an amendment to the contract or bid out in future RFP opportunities, as determined by the City.

**4. What is the fiber style used?**

Underground loose tube 24, 48, 96, 144

432 ribbon cable

Locating will be done via tracer wire

### 3. BID PROPOSAL

#### Fiber Locator Contractor

Date 10/29/2024

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. Bidder's Proof of Responsibility (see Section 7.)
5. Debarment (see Section 7a.)
6. Affidavit of Organization & Authority (see Section 8.)
7. 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\*\***

**Scope:**

The City of Superior, Wisconsin (City) is constructing a new FTTP (Fiber-to-the Premise) network. Superior is a community in Northwestern Wisconsin covering ~45 square miles, with a population of ~26,751 residents. As of 2023, there are over 11,661 households.

Outside plant construction of a pilot area of ~833 service endpoints, depicted below, is currently under contract. Construction will be completed by December 2024.



**Figure 1 – Fiber Drop Locations**

The City of Superior is requesting proposals from qualified and experienced contractors to provide the necessary labor and equipment to perform services to locate and mark fiber utilities within the City’s Phase 1 service area in response to Diggers Hotline requests, noted above.

The City will provide electronic mapping data in GIS format for facilities to be marked under this contract. The provided maps are not meant to be a substitute for physical locating, but a tool.

The contract term shall be for a period of 2 years, expiring December 31, 2026, with one (1) year extensions and an option to terminate by either party upon 30 days prior written notice.

Locating expectations:

- Contractor shall be a company engaged in the business of providing fiber locate services for a minimum of three (3) years.
- Upon receipt of a request to locate, respond to all calls relating to inquiries, emergency dig tickets, or any other City fiber related tickets in accordance with Wisconsin State Statute 182.0175, policies of the Excavator's Guide to Diggers Hotline, and Diggers Hotline Member Companies Field Manual. (including remarking)
- Mark lines (including remarking) as tickets are received using stakes and/or flags, paint strips and other clearly identifiable materials.
- Work and close tickets within the Wisconsin State Statute allowed time per Diggers Hotline ticket requests.
- Maintain marks according to Wisconsin State Statute and Diggers Hotline Advisory regulations.
- Contractor shall provide and maintain with the City a current list of contacts (both phone and email) for their area field supervisor and administrative personnel that would be directly involved with this contract to address marking issues, damage claims, billing concerns, or any other questions related to the contract.
- Contractor will pay any costs associated with mismarking, including repair to fiber utilities, damages due to lost service, materials, labor, road repair, etc. in the event locates were not performed with reasonable accuracy (placement of appropriate markings within 18 inches of the outside dimensions of both sides of an underground fiber facility).
- Contractor will document all damage by taking photos with a measuring device on the ground showing the distance from the mark. This documentation is required for both mismarked and "correctly marked" lines. City will seek damages from any Contractor that does not follow Diggers Hotline Advisory regulations and will need this documentation.
- Contractor will make known to the City within 7 business days of a completed locate if it is found that the provided GIS map markings are significantly different from the actual location of the fiber. Significantly would be considered 10 feet or more from the mapped marking. This can be shared via email or phone call to the Broadband Manager.

## Definitions

1. **After Hours Call Out** - locate requests made on observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 6 p.m. to 6 a.m.
2. **Incidents** - damages to the City's facilities caused by an excavator that occurs with respect to locatable facilities where the locating contractor did not perform the locate with reasonable accuracy.
3. **Contract Term** - days beginning with the date this agreement begins and the anniversary date each year after.
4. **City Facilities** - any underground fiber facilities owned by the City.
5. **Damage to the City's Fiber Facilities** - penetration or destruction of any protective coating, sheath, housing, or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
6. **Excavator** - any person or entity which engages directly in excavation.
7. **Facilities** - fiber cable, switchgear/feeder cable around substations and other locations, 10" water main, and wastewater and storm water mains
8. **Interruption of Service** - an interruption in the services provided by the City to its customers arising from damage to City facilities.
9. **Locatable Facilities** - City's facilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the City's facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include unidentifiable facilities and unlocatable facilities.
10. **Locate** - completed process of having provided locate services at an excavation site.
11. **Locate Service** - process of determining the presence or absence of the City's facilities, their conflict with proposed excavations, and the marking of the proper places or routes of the City's facilities within reasonable accuracy limits as required.
12. **Marking** - use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Administration (APWA) Uniform Color Code to show the field location of underground facilities accurately.
13. **Reasonable Accuracy** - placement of appropriate markings within eighteen (18) Inches of the outside dimensions of both sides of an underground facility.
14. **Restoration Costs** - actual costs incurred by the City to repair damage to the City's facilities arising from at fault damages but shall specifically exclude any third-party claims. Restoration costs is equal to only the actual labor, equipment and material costs incurred by the City to repair the damage to the City's facilities. Restoration costs specifically exclude overhead charges, costs arising from betterment of plant (which

shall include, among other things, any upgrade, improvement, reinforcement, enlargement, or extension of the City's facilities), costs arising out of collection actions, whether incurred by the City or collection agencies.

15. **Services** - services to be provided by the contractor under this agreement
16. **Site Visit** - visit the site of the locate request.
17. **Site Surveillance** - watch over and protect the City's facilities during unusual or extensive excavation projects (i.e., road widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
18. **Ticket** - document generated at the one-call center and transmitted to the contractor, containing each locate request which the contractor is contractually obligated to mark.
19. **Third Party Claims** - any claims for losses, fines, penalties, damages, or expenses made by a person not a party to the agreement arising from damages to the City's facilities, including but not limited to, claims resulting from (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
20. **Underground Facilities** - any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance Including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.
21. **Unidentifiable Facilities** - City's facilities that are neither apparent on the records or facility prints, drawings or maps provided by the City or from a visual examination.
22. **Unlocatable Facilities** - City's facilities whose presence is known either from records provided by the City or a visual examination, but which cannot be field marked with reasonable accuracy using standard procedures employed by the contractor.
23. **Visual Examination** - an attempt to determine the existence of the City's facilities at an excavation site by a reasonable visual inspection rather than from the City's maps and records.

### **Damage Investigations**

- a. Should either party to the agreement become aware of any damage to the City's facilities that occurs after the contractor has been asked to perform a locate with respect to the City's facilities, the party learning of the damage shall promptly notify the other party within one (1) hour of becoming aware of the damage. This notification may be made in writing. Both parties to the agreement reserve the right and shall be entitled to investigate any reports of damage to the City's facilities.
- b. When the City notifies the contractor of damage to City facilities due to unmarked or mismarked facilities, a supervisor must meet a City representative onsite immediately to

review the incident so that a solution can be determined quickly.

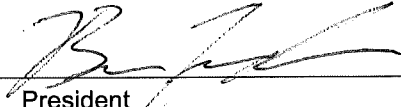
- c. The contractor will investigate incidents of damage to the City's facilities and provide a written report of its findings to the City within seven (7) business days of the incident. Such report will contain the contractor's determination as to whether the damage to the City's facilities constitutes at fault damages and photo proof of locate completion of Diggers Hotline ticket. The City shall have thirty (30) days after receipt of the contractor's written report to contest the contractor's conclusion. Unless the City notifies the contractor in writing within such period that it disputes the contractor's conclusion as to at fault damages, the contractor's conclusion with regard to that issue shall be deemed binding with respect to the agreement. If the City disputes the contractor's conclusion, the parties will seek to mutually resolve such dispute utilizing a mutually acceptable mediator.

**Limitation of Liability and Indemnification of the City by the contractor:**

The contractor will be responsible for paying the City's restoration costs only if: a) the contractor receives a request to provide locate services with respect to the City's fiber facilities, and b) the damage to the City's fiber facilities constitutes an at fault damage. If the damage to the City's fiber facilities is not at fault damages or if the City's fiber facilities are unidentifiable facilities or unlocatable facilities, the contractor's only responsibility will be to provide whatever support to the City it can reasonably provide to establish whether the excavator or another third party is liable for such damage to the City's facilities.

**Pricing for Services per Fiber Locate per Ticket**

<b>Regular Hour Tickets:</b>	\$ Included in the Maintenance Pricing
<b>Emergency/After Hours Tickets:</b>	\$ 95.00
<b>Hourly/Stand-by Rate:</b>	\$ Included in the Maintenance Pricing
<b>Price Adjustments:</b>	<b>Attach explanation and details</b>

SIGNATURE   
 TITLE President  
 COMPANY Kramer Service Group  
 ADDRESS P.O. Box 71 Weyerhaeuser, WI 54895  
 PHONE 715-642-0180  
 FAX \_\_\_\_\_  
 E-MAIL ADDRESS Brent@kramerservicegroup.com

**4. SUBCONTRACTORS AND SUPPLIERS LISTING -**

Must be submitted with Bid.

**Fiber Locator Contractor**

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)	None	N/A
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

Prime responsibility: The selected provider will be required to assume full responsibility for all services and activities offered in its proposal, whether or not provided directly. Further, the City will consider the selected Contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

*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 Kramer Service Group  
ADDRESS P.O. Box 71 Weyerhaeuser, WI 54895  
COMPANY REPRESENTATIVE Brent LaBrie



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

**Fiber Locator Contractor**

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

Addendum No.	<u>  1  </u>	Dated	<u>  10/21/24  </u>
Addendum No.	<u>          </u>	Dated	<u>          </u>
Addendum No.	<u>          </u>	Dated	<u>          </u>
Addendum No.	<u>          </u>	Dated	<u>          </u>

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.

          Kramer Service Group            
Company  
          *[Signature]*            
Representative Signature  
          10/29/2024            
Date

**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.

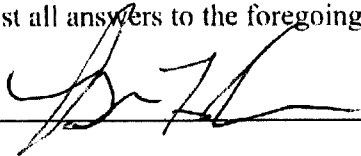
The contents shall be confidential and may not be disclosed except upon the written order of the person furnishing the statement, for necessary use by the public body in qualifying the person, or in cases of actions against, or by, the person or municipality.

1. Name of bidder: Kramer Service Group
2. Bidder's address: P.O. Box 71 Weyerhaeuser, WI 54895
3. When organized: 2012
4. Where incorporated: Wisconsin
5. How many years have you been engaged in the contracting business under the present firm name: 13 years
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 X
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): \$ 20 Plus Million
21. Additional information may be submitted if desired. Attach separate sheets as necessary.

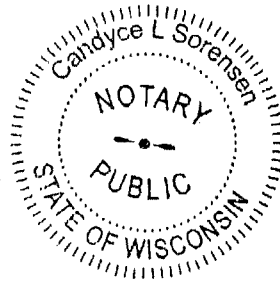
Company Name Kramer Service Group

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 Brent LaBrie President

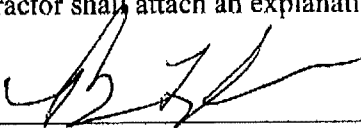
Subscribed and sworn to before me,  
this 29th day of October, 2024  
Candace L Sorensen  
Notary Public  
County of BUSK  
My Commission Expires April 23rd, 2028



## 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 judgment 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: Brent LaBrie  
Name of Organization: Kramer Service Group  
Date: 10/29/24

## 8. AFFIDAVIT OF ORGANIZATION AND AUTHORITY

(Must be submitted with Bid)

STATE OF WI )

) SS

COUNTY OF Rusk )

\_\_\_\_\_ 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 President (title) of Kramer Service Group, a Limited Liability Company organized and operated under the laws of the State of Wisconsin.

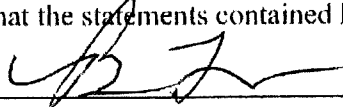
### 5. ADDRESS

The business address and phone number of bidder is:  
P.O. Box 71 Weyerhaeuser, WI 54895

\_\_\_\_\_

### 6. STATUTORY SWORN STATEMENT

Brent LaBrie 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 27th day of October, 2024

Candace L. Sorensen  
Notary Public

County of Rusk

My Commission Expires April 23rd, 2028

