

Contract Routing Form

printed on: 10/24/2023

ROUTING: Routine

Contract between: Holtger Bros., Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: IT Fiber Install - 2023 N Charter to W. Washington Connectio
n

Contract No.: 9357
Enactment No.: RES-23-00632
Dollar Amount: 135,560.00

File No.: 79822
Enactment Date: 10/06/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10/24/23	10/24/23
Director of Civil Rights	11-01-2023	11-01-2023
Risk Manager	11.2.2023	11.2.2023 mcl
Finance Director	11-2-2023	11-2-2023
City Attorney	11-2-2023	11-2-2023
Mayor	11/2/2023	11/2/2023

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

Original + 2 Copies

10/24/2023 13:09:04 enjls - Taletha Skar 261-9648



Legislation Details (With Text)

File #: 79822 **Version:** 1 **Name:** Awarding Public Works Contract No. 9357, IT Fiber Install - 2023 N. Charter to W. Washington Connection.

Type: Resolution **Status:** Passed

File created: 9/12/2023 **In control:** Engineering Division

On agenda: **Final action:** 10/3/2023

Enactment date: 10/6/2023 **Enactment #:** RES-23-00632

Title: Awarding Public Works Contract No. 9357, IT Fiber Install - 2023 N. Charter to W. Washington Connection. (District 4 and District 8)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9357BidOpeningTab.pdf, 2. 9357.pdf

Date	Ver.	Action By	Action	Result
10/3/2023	1	COMMON COUNCIL	Adopt Unanimously	Pass
9/20/2023	1	BOARD OF PUBLIC WORKS		
9/13/2023	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for the IT Fiber Install - 2023 N. Charter to W. Washington Connection at a total estimated cost of \$142,338 including contingency. Funding for the project is available in Munis project #13548. No additional appropriation is required.

Title

Awarding Public Works Contract No. 9357, IT Fiber Install - 2023 N. Charter to W. Washington Connection. (District 4 and District 8)

Body

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

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

See attached document (Contract No. 9357) for itemization of bids.



Demographics

Company Name: Granite Re, Inc.
NAIC CoCode: 26310
State of Domicile: Minnesota
Organization Type: Stock

Short Name:
Country of Domicile: United States
Date of Incorporation: 11/13/1986

SBS Company Number: 54219575
Domicile Type: Foreign
NAIC Group Number: 7 - FEDERATED MUT GRP
Merger Flag: No

Address

Business Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	Mailing Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	Statutory Home Office Address 121 E PARK SQ OWATONNA, MN 55060 United States	Main Administrative Office Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States
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Phone, Email, Website

Phone
Type: Number

Email
No results found.

Website
No results found.

Company Type

Business Primary Phone (405) 752-2600
 Business Primary Phone (507) 455-5200

Company Type: Property and Casualty
Status: Active
Effective Date: 01/01/2020
Issue Date: 11/14/2001

Status Reason:
SBS Legacy Number: 111641
Approval Date:

Status Date: 11/14/2001
Expiration Date:
File Date:

Company Type: Property and Casualty

Appointments

Show 10 entries

Showing 1 to 3 of 3 entries

conn

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	02/21/2023	03/15/2024
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	02/21/2023	03/15/2024

2/3

SEE ATTACHED

Line Of Business

Line of Business	Citation Type	Effective Date
Surety Insurance	Surety Insurance	11/14/2001

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	



Showing 1 to 3 of 3 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	1/31/2017	2/21/2023	3/15/2024
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	1/31/2017	2/21/2023	3/15/2024
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		3/21/2012	2/21/2023	3/15/2024

\$135,560.00
FILE COPY

BID OF HOLTGER BROS., INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

IT FIBER INSTALL - 2023
N. CHARTER TO W. WASHINGTON CONNECTION

CONTRACT NO. 9357

PROJECT NO. 14156

MUNIS NO. 14156

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 3, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**IT FIBER INSTALL - 2023
N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO. 9357**

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This Proposal, and Agreement have
been prepared by:

**CITY INFORMATION TECHNOLOGY
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**



Sarah Edgerton, Chief Information Officer

SE: ts

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	IT FIBER INSTALL - 2023 N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO.:	9357
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 17, 2023
BID SUBMISSION (2:00 P.M.)	AUGUST 24, 2023
BID OPEN (2:30 P.M.)	AUGUST 24, 2023
PUBLISHED IN WSJ	AUGUST 3, 10 & 17, 2023

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

IT FIBER INSTALL - 2023 N. CHARTER TO W. WASHINGTON CONNECTION CONTRACT NO. 9357

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to installing new fiber optic through the combination of new and existing conduit between the existing splice point at the intersection of North Charter Street & Spring Street and an existing splice point outside 625 West Washington Avenue.

The fiber optic installation project limits are between North Charter Street and West Washington Avenue. The project is approximately 3,500 ft. in length.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.6 DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Any existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until new conduits and wires are installed and operational.

Notify City Traffic Engineering (395-1975) once cables and conduits are installed. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All work will be performed Monday to Friday between the off-peak hours of 8:30 AM and 3:30 PM. Remove all equipment and fully open the bike path during non-working hours.

Contractor will maintain the SW Commuter Path at all times, leaving a minimum width of 5 feet open. MUTCD-compliant signage will be present.

For all streets, maintain sidewalk and a thru-pedestrian route on at least one side of the street at all times.

Contractor will maintain two-way traffic on Mills St. Contractor may take Mills St down to one lane if they use a flagger in order to maintain two-way traffic.

SECTION 109.2 PROSECUTION OF WORK

All work under this contract shall be completed on or prior to **DECEMBER 31, 2024.**

The Contractor shall establish a mutually acceptable start date with Amanda Lythjohan, ALythjohan@cityofmadison.com and Taletha Skar, TSkar@cityofmadison.com, and the agreed upon date must be determined prior to the preconstruction meeting.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer, Amanda Lythjohan, ALythjohan@cityofmadison.com, and Taletha Skar, TSkar@cityofmadison.com, a minimum of three (3) weeks in advance of the selected start date for construction.

Once work under this contract begins, all work shall be completed within **90 CALENDAR DAYS** of the start of work.

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

The existing poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber optic, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb

and gutter, roadway, and sidewalk sections that are not be removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation SDD 6.02. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

BID ITEM 90001 SPLICE INDIVIDUAL FIBER STRANDS

DESCRIPTION

This special provision describes furnishing tools, personnel and equipment needed to perform optical cable splicing by the Contractor.

MATERIALS

The Contractor will provide all cable, splice cases, and trays for all splice protection sleeves and consumables related to outdoor cable splicing.

CONSTRUCTION METHODS

The Contractor will be required to provide the personnel, tools, and equipment needed to perform optical cable splicing in an environmentally controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand fusion type splices.

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine. All splices will be protected with appropriate clear heat shrink fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

Cable shall be labeled with Owner – Strand Count – Start Point – End Point.

METHOD OF MEASUREMENT

Splice Individual Fiber Strands shall be measured as a unit, each, fused, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Splice Individual Fiber Strands will be paid for at the contract unit price, which is full compensation for all work, tools, personnel, equipment and incidentals required to complete the work in accordance with the description above.

BID ITEM 90002 FURNISH & INSTALL 1800-POUND MULE TAPE

DESCRIPTION

This special provision describes furnishing and installing 1800-pound mule tape by the Contractor.

MATERIALS

The Contractor will provide all pre-lubricated, woven polyester tape made from low friction, high abrasion resistant yarns providing a low coefficient of friction. Tape shall be printed with sequential footage markings for accurate measurements.

CONSTRUCTION METHODS

The Contractor will be required to provide the personnel, tools, and equipment needed to install 1800-pound mule tape in existing conduit and contractor installed conduit as shown in the plans.

METHOD OF MEASUREMENT

Furnish & Install 1800-Pound Mule Tape shall be measured by the linear foot, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Furnish & Install 1800-Pound Mule Tape will be paid for at the contract unit price, which is full compensation for all work, tools, personnel, equipment and incidentals required to complete the work in accordance with the description above.

BID ITEM 90003 FURNISH & INSTALL #10 AWG LOCATE WIRE

DESCRIPTION

This special provision describes furnishing and installing #10 AWG locate wire by the Contractor.

MATERIALS

The Contractor will provide stranded, uncoated 10 Gauge Copper Wire conductors per ASTM-B3, ASTM-B787 and ASTM-B8 with color-coded Polyvinyl Chloride (PVC), heat and moisture-resistant, flame-retardant compound per UL-1063 and UL-8 insulation with a tough, polyamide, Nylon outer covering 0.100 mm in thickness.

The conductor shall be appropriate for use in wet or dry locations at temperatures not to exceed 90°C or not to exceed 75°C in oil or coolants.

CONSTRUCTION METHODS

The Contractor will be required to provide the personnel, tools, and equipment needed to install #10 AWG Locate Wire in existing conduit and contractor installed conduit as shown in the plans.

METHOD OF MEASUREMENT

Furnish & Install #10 AWG Locate Wire shall be measured by the linear foot, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Furnish & Install #10 AWG Locate Wire will be paid for at the contract unit price, which is full compensation for all work, tools, personnel, equipment and incidentals required to complete the work in accordance with the description above.



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.
Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwiag, P.E.
Financial Manager
Steven B. Danner-Rivers

August 23, 2023

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 9357

IT FIBER INSTALL – 2023
N. CHARTER TO W. WASHINGTON CONNECTION

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

BID SUBMISSION AND OPENING DATE:

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1. The Bid submission deadline has been extended.

PREQUALIFICATION APPLICATION DUE (2:00 P.M.): August 31, 2023

BID SUBMISSION (2:00 P.M.): September 7, 2023

BID OPEN (2:30 P.M.): September 7, 2023

PUBLISHED IN WSJ: August 3, 10, 17, 24, & 31, 2023

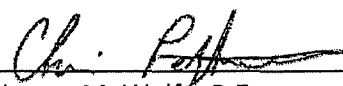
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,


_____ for:
James M. Wolfe, P.E.
City Engineer

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	IT FIBER INSTALL - 2023 N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO.:	9357
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 31, 2023
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 7, 2023
BID OPEN (2:30 P.M.)	SEPTEMBER 7, 2023
PUBLISHED IN WSJ	AUGUST 3, 10, 17, 24, & 31, 2023

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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



Department of Public Works
Engineering Division
 James M. Wolfe, P.E., City Engineer
 City-County Building, Room 115
 210 Martin Luther King, Jr. Boulevard
 Madison, Wisconsin 53703
 Phone: (608) 266-4751
 Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
 Bryan Cooper, AIA
 Gregory T. Fries, P.E.
 Chris Petykowski, P.E.

Deputy Division Manager
 Kathleen M. Cryan

Principal Engineer 2
 John S. Fahrney, P.E.
 Janet Schmidt, P.E.

Principal Engineer 1
 Mark D. Moder, P.E.
 Andrew J. Zwiag, P.E.

Financial Manager
 Steven B. Danner-Rivers

September 5, 2023

NOTICE OF ADDENDUM
 ADDENDUM NO. 2
 CONTRACT NO. 9357

IT FIBER INSTALL – 2023
 N. CHARTER TO W. WASHINGTON CONNECTION

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

PROPOSAL:

Items have been added in the proposal. See Bid Express.

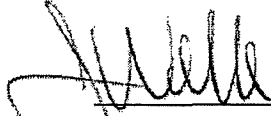
Action	Bid Item	Description
ADD	10701	TRAFFIC CONTROL
ADD	10912	MOBILIZATION
ADD	40202	HMA PAVEMENT 4 LT 58-28 S
ADD	40301	FULL WIDTH GRINDING
ADD	50225	UTILITY TRENCH PATCH TYPE III

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

Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,



James M. Wolfe, P.E.
City Engineer

JWM: ajz

SECTION E: BIDDERS ACKNOWLEDGEMENT

IT FIBER INSTALL - 2023
N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO. 9357

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

- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Holtger Bros., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; an individual trading as of the City of State of that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Handwritten signature of Paul Holtger, President/CEO, over a horizontal line.

President/CEO
TITLE, IF ANY

Sworn and subscribed to before me this
7th day of September, 2023.

Handwritten signature of Notary Public over a horizontal line.
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 4/21/2025
Bidders shall not add any conditions or qualifying statements to this Proposal.

SECTION F: BEST VALUE CONTRACTING
IT FIBER INSTALL – 2023
N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO. 9357

Best Value Contracting

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

Foreman, Operator, Laborer

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

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

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

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

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

Contractor has been in business less than one year.

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

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

IT FIBER INSTALL - 2023 N. CHARTER TO W. WASHINGTON CONNECTION

CONTRACT NO. 9357

DATE: 9/7/23

Holtger Bros., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$4,500.00	\$4,500.00
10912 - MOBILIZATION - L.S.	1.00	\$10,000.00	\$10,000.00
20221 - TOPSOIL - S.Y.	100.00	\$15.00	\$1,500.00
20701 - TERRACE SEEDING - S.Y.	1.00	\$12.00	\$12.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1.00	\$10.00	\$10.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	3.00	\$550.00	\$1,650.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	3.00	\$800.00	\$2,400.00
21034 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	3.00	\$550.00	\$1,650.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	30.00	\$165.00	\$4,950.00
40301 - FULL WIDTH GRINDING - S.Y.	200.00	\$80.00	\$16,000.00
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	50.00	\$130.00	\$6,500.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	96.00	\$125.00	\$12,000.00
60234 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	48.00	\$125.00	\$6,000.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	48.00	\$80.00	\$3,840.00
60427 - REMOVE ELECTRICAL HANDHOLE - EACH	1.00	\$1,500.00	\$1,500.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	1.00	\$3,500.00	\$3,500.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	1.00	\$3,500.00	\$3,500.00
60296 - FURNISH & INSTALL FIBER OPTIC CABLE 144-COUNT - L.F.	4756.00	\$5.00	\$23,780.00
90001 - SPLICE INDIVIDUAL FIBER STRANDS - EACH	288.00	\$75.00	\$21,600.00
90002 - FURNISH & INSTALL 1800-POUND MULE TAPE - L.F.	3556.00	\$1.00	\$3,556.00
90003 - FURNISH & INSTALL #10 AWG LOCATE WIRE - L.F.	3556.00	\$2.00	\$7,112.00
21 Items	Totals		\$135,560.00

SECTION G: BID BOND

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

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

IT FIBER INSTALL – 2023 N . CHARTER TO W. WASHINGTON CONNECTION CONTRACT NO. 9357

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

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

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

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

Seal PRINCIPAL

Holtger Bros., Inc.

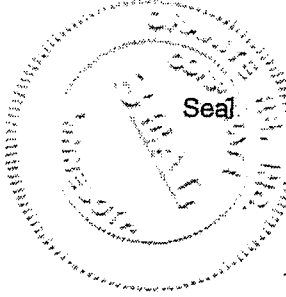
Name of Principal

Donald G Holtger Pres, CEO
By

09/11/2023
Date

Donald G Holtger Pres/CEO

Name and Title



Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith
By

August 23, 2023
Date

Connie Smith, Attorney-in-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2023, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

August 23, 2023
Date

Connie Smith
Agent Signature

2920 Enloe Street
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 11th day of October in the year Two Thousand and Twenty-Three between **HOLTGER BROS., INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **OCTOBER 3, 2023**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

IT FIBER INSTALL - 2023 N. CHARTER TO W. WASHINGTON CONNECTION CONTRACT NO. 9357

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100 (\$135,560.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**IT FIBER INSTALL - 2023
N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO. 9357**

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

Countersigned:

Jul Van Lanen
Witness Date
Wm. M. White 10/11/23
Witness Date

HOLTGER BROS., INC.
Company Name
David Holtger
President Date
Jeffery J Holtger 10/11/23
Secretary Date

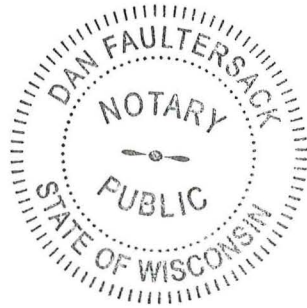
CITY OF MADISON, WISCONSIN

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

Approved as to form:

W. Blumel 11/2/2023
Finance Director Date
Pr. Santogard 11/2/2023
Witness Date
Jennifer SA 10-24-2023
Witness Date

Michael Haag 11/2/2023
City Attorney Date
[Signature] 11/2/2023
Mayor Date
Thomas Lund for 10/24/23
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we HOLTGER BROS., INC., as principal, and Granite Re, Inc. Company of OK (MN Corp State) as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100 (\$135,560.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**IT FIBER INSTALL - 2023
N. CHARTER TO W. WASHINGTON CONNECTION
CONTRACT NO. 9357**

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

Signed and sealed this 11th day of October, 2023

Countersigned:

Jul Van Janen
Witness

Jeffery J. Holtger
Secretary

Approved as to form:

Michael Hays
City Attorney

HOLTGER BROS., INC.
Company Name (Principal)
Paul A. Holtger, CEO
President Seal

Granite Re, Inc.
Surety Seal
 Salary Employee Commission
By Connie Smith
Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

10/11/2023
Date

Connie Smith
Agent Signature Connie Smith

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

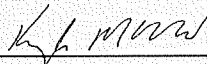
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





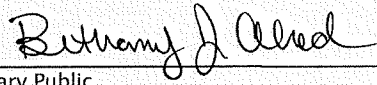
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

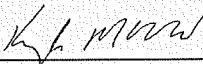
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11 day of Oct, 2023





Kyle P. McDonald, Assistant Secretary