

\$143,753.00

BID OF InterCon Construction, Inc

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Bartillon Shelter Fiber Connection

CONTRACT NO. 9673

PROJECT NO. 13346

MUNIS NO. 13346

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Sep 16, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**BARTILLON SHELTER FIBER CONNECTION
CONTRACT NO. 9673**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: 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:	BARTILLON SHELTER FIBER CONNECTION
CONTRACT NO.:	9673
SBE GOAL	1.5%
BID BOND	5%
SBE PRE BID MEETING (3:00 P.M.)	8/14/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	8/14/2025
BID SUBMISSION (2:00 P.M.)	8/21/2025
BID OPEN (2:30 P.M.)	8/21/2025
PUBLISHED IN WSJ	7/31/25, 8/7/25 & 8/14/25

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

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

BARTILLON SHELTER FIBER CONNECTION CONTRACT NO. 9673

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

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 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, 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 FURNISH & INSTALL FIBER OPTIC CABLE 48-COUNT

DESCRIPTION

This special provision describes furnishing and installing Fiber Optic Cable 48-count by the Contractor.

MATERIALS

The Contractor shall furnish and install fiber optic cable of count as specified and in State of Wisconsin Standard Specs 651, 655, 670 and 678 as shown on plans and as provided hereinafter. The Contractor shall furnish single mode (SM), It armored, loose-tube, count as specified fiber optic cable rated for outdoor use.

All fiber optic cable glass shall be supplied by the same manufacturer and shall be part of a fiber optic cable utilizing loose tube construction with the following properties:

Parameters	Single Mode
Type	Step Index
Core Diameter	8.3 μm (nominal)
Cladding Diameter	125 \pm 1.0 μm
Core to Cladding Offset	\leq 0.8 μm
Coating Diameter	245 \pm 10 μm
Cladding Non-Circularity	\leq 1.0%
Proof Tensile Test	0.7 GPa
Attenuation	@ 1310 nm \leq 0.4 dB/km @1550 nm \leq 0.3 db/km
Chromatic Dispersion Zero Dispersion	1310 \pm nm (centered on a nominal operating wavelength of 1310)
Zero Dispersion Slope	\leq 0.092 ps/nm ² /km
Maximum Dispersion	\leq 2.8 ps/nm/km at 1285 - 1330 nm
Cut-Off Wavelength	1260 nm

CONSTRUCTION METHODS

Fiber optic cable will be furnished and installed by the Contractor following all manufacturer's recommended installation procedures. Contact the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266-4767 a minimum of seven (7) working days in advance to coordinate installing equipment in contractor installed or existing Traffic Engineering conduits & handholes.

The Contractor will be required to provide the personnel, tools, and equipment needed to install Fiber Optic Cable 48-count in existing conduit and contractor installed conduit as shown in the plans.

METHOD OF MEASUREMENT

Fiber Optic Cable, complete in place and accepted in accordance with the contract, shall be measured in linear feet in a horizontal plane, from terminal connection to terminal connection along the center line of the trench or conduit with the terminal connection being the center line of the signal or light base, electrical utility access structure, handhole, junction box or other terminal location, including length of additional slack as required by the plans and/or specifications.

Additional lengths of cable or conductors necessary for making splices and connections at signal bases and other terminal locations shall be installed by the Contractor and considered as part of the work included in this item but will not be measured or paid for directly.

BASIS OF PAYMENT

Furnish & Install Fiber Optic Cable 48-count, will be paid for at the contract unit price per linear foot, which price shall be payment in full for all work, tools, personnel, equipment, materials 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.

BID ITEM 90004 FURNISH & INSTALL FIBER OPTIC SPLICE CLOSURE

DESCRIPTION

This special provision describes furnishing and installing fiber optic splice enclosure FOSC450-C6-6-NT-0-C6V by the Contractor.

MATERIALS

The Contractor will provide a FOSC™450 C6 fiber optic splice closure with gel cable sealing, no preinstalled tray, 6 cable termination attachments, six ground feedthrough lugs, with test valve. Mass and single fusion supported, with a maximum mass fusion splicing capacity of 864 and maximum single fusion splicing capacity of 192. Made of impact resistant polymer, single-ended dome-to-base clamp with O-ring closure and round cable entry drop and main port style. Water resistant flash test valve at 5psi, IEC 61300, 5m waterhead qualification standard and below ground/buried environmental space.

CONSTRUCTION METHODS

The Contractor will be required to provide the personnel, tools, and equipment needed to install fiber optic splice enclosure FOSC450-C6-6-NT-0-C6V as shown in the plans.

METHOD OF MEASUREMENT

Furnish & install fiber optic splice enclosure shall be measured as each unit, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Furnish & install fiber optic splice enclosure 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
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer

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

Deputy Division Manager

Kathleen M. Cryan

Principal Architect

Amy Loewenstein Scanlon, AIA

Principal Engineer 2

Janet Schmidt, P.E.

Principal Engineer 1

Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

8/7/2025

**NOTICE OF ADDENDUM
ADDENDUM 1**

**CONTRACT NO. 9673
Bartillon Shelter Fiber Connection**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as Bartillon Shelter Fiber Connection Contract #9673 and is hereby made a part of the contract documents.

Please attach these Addendum documents to Contract Documents in your possession.

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

This addendum consists of the following documents:

1. **GENERAL CONTRACT CONDITIONS**

No Changes

2. **ACCEPTABLE EQUIVALENTS**

No Changes

3. **SPECIFICATIONS**

No Changes

4. **DRAWINGS**

No Changes

5. **PROPOSAL SPECIFICATIONS**

No Changes

6. **GENERAL QUESTIONS AND ANSWERS**

1. The bid sheet states schedule 80 PVC and the print states SDR 11. If we are directionally boring, it makes more sense to use HDPE. Please confirm that SDR 11 is acceptable?
 - a. SDR 11 is acceptable.
2. Who is responsible for the survey and job layout?
 - a. No survey required. Final placement in the field of handholes done by project owner (City of Madison) in conjunction with the contractor.
3. Will QA/QC be required for this project?
 - a. Yes
4. Are ground rods and wire required at all handhole locations? If so, what size ground rod is required and what size copper mil coating is required for the ground rods? 10 mil or 13 mil? What size ground wire is required?
 - a. Ground rods and wire are not required.
5. Can you provide a detail for the handholes?
 - a. Type V handholes:
https://www.cityofmadison.com/business/pw/documents/StdSpecs/2025/Drawings/6_26.pdf
 - b. Type VII handholes:
https://www.cityofmadison.com/business/pw/documents/StdSpecs/2025/Drawings/6_26A.pdf
6. Can you provide a detail for the locate stations?
 - a. We do not use locate stations for most of our fiber infrastructure
7. What is the difference between Item Codes 60222.0 and 60241.0?
 - a. 60222 is the cost for the conduit, and 60241 is the cost for directional boring.
8. Is there any work or installation inside of the Men's Homeless Shelter located at 1904 Bartillon Dr?
 - a. No, all work will be in the ROW. Work inside of the Men's Homeless Shelter will be done by a separate contractor
9. Where does all the splicing take place, inside of the handholes?
 - a. All splice cases are inside the handholes. There should be enough fiber slack to allow the cases to be put inside a splicing van or trailer to do the work, and then coil the cable and set the case back in the handhole at the end of the work.
10. What type of aggregate is acceptable for backfilling potholes and excavations?
 - a. Usually 1.25" aggregate is used.
11. Who is responsible for obtaining permits?
 - a. Most permits are not required under Board of Public Works projects, as the contract is essentially the permit. Any permits that need to be obtained, I will assist with pulling them.

12. Will the city supply water for the contractors directional boring? If not, what charge, if any, will the contractor be responsible for?

a. We usually do not supply water for contractors directional boring.

13. What are the start and completion dates for the project?

a. Hoping to start work as soon as contracts are signed, which hopefully will be by mid-September. All work, including splicing, needs to be completed by October 31st, 2025.

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 website at:

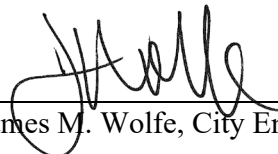
<http://www.bidexpress.com>

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 method

For questions regarding this bid, contact:

	The City Project Manager for this contract is:
	<u>City of Madison</u> Taletha Skar PH: (608) 261-9648 Email: TSkar@cityofmadison.com

Sincerely,


James M. Wolfe, City Engineer

CC:
Taletha Skar

Section E: Bidder's Acknowledgement

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

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

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

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

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

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

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

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

☒ **Addendum 1**

*

☐ **Addendum 2**

☐ **Addendum 3**

☐ **Addendum 4**

☐ **Addendum 5**

☐ **Addendum 6**

SECTION F: BEST VALUE CONTRACTING
BARTILLON SHELTER FIBER CONNECTION
CONTRACT NO. 9673

Best Value Contracting

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

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

CONTRACT NO. 9673

Small Business Enterprise Compliance Report

**This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.**

Cover Sheet

Prime Bidder Information

Company:	InterCon Construction, Inc.
Address:	5512 State Rd 19 & 113, Waunakee, WI 53597
Telephone Number:	608-850-4820
Fax Number:	608-850-2716
Contact Person/Title:	Chris Wozniak


Prime Bidder Certification

Name:	Chris Wozniak
Title:	Vice President
Company:	InterCon Construction, Inc.

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



Witness' Signature



Bidder's Signature

8/20/2025

Date

Summary Sheet

CONTRACT NO.

Small Business Enterprise Compliance Report

SBE Contact Report

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company:

Address:

Telephone Number:

Contact Person/Title:

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

--

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

--

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

☐ Yes ☐ No

3. Did this SBE submit a bid?

☐ Yes ☐ No

4. Is the General Contractor pre-qualified to self-perform this category of work?

☐ Yes ☐ No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

- ☐ The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

--

- ☐ The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

- ☐ The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

- ☐ A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

- ☐ Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

6. Describe any other good faith efforts:

BARTILLON SHELTER FIBER CONNECTION

CONTRACT NO. 9673

DATE: 8/21/25

InterCon Construction, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
20221.0 - TOPSOIL - S.Y.	80.00	\$25.00	\$2,000.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	40.00	\$5.00	\$200.00
20701.0 - TERRACE SEEDING - S.Y.	80.00	\$9.00	\$720.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	7.00	\$150.00	\$1,050.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	7.00	\$25.00	\$175.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	7.00	\$25.00	\$175.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	80.00	\$80.00	\$6,400.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	6.00	\$200.00	\$1,200.00
40301.0 - FULL WIDTH GRINDING - S.Y.	50.00	\$300.00	\$15,000.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - LF	2808.00	\$31.00	\$87,048.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	2808.00	\$2.00	\$5,616.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	4.00	\$750.00	\$3,000.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	1.00	\$950.00	\$950.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	3.00	\$1,550.00	\$4,650.00
60311.0 - FIBER OPTIC FUSION SPLICE - 13 TO 24 PER LOCATION - EACH	24.00	\$50.00	\$1,200.00
90001.0 - FURNISH & INSTALL FIBER OPTIC CABLE 48-COUNT - LF	4280.00	\$2.50	\$10,700.00
90002.0 - FURNISH & INSTALL 1800-POUND MULE TAPE - LF	3230.00	\$0.50	\$1,615.00
90003.0 - FURNISH & INSTALL #10 AWG LOCATE WIRE - LF	2808.00	\$0.50	\$1,404.00
90004.0 - FURNISH & INSTALL FIBER OPTIC SPLICE CLOSURE - EACH	1.00	\$650.00	\$650.00
19 Items	Totals		\$143,753.00



Department of Public Works
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James M. Wolfe, P.E. City Engineer

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Principal Engineer 1
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Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

InterCon Construction, Inc.
(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Western Surety Company

a corporation of the State of South Dakota (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through January 31, 2026.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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

PRINCIPAL

InterCon Construction, Inc.

COMPANY NAME

AFFIX SEAL

December 20, 2023

DATE

By: 

SIGNATURE AND TITLE

Anna Hillebrandt President

SURETY

Western Surety Company

COMPANY NAME

AFFIX SEAL

December 20, 2023

DATE

By: 


SIGNATURE AND TITLE

Jenny L. Hirth, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6523593 for the year 2023 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 20, 2023

DATE


AGENT SIGNATURE

740 Regent St, Ste 400

ADDRESS

Madison, WI 53715

CITY, STATE AND ZIP CODE

608-257-3795

TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Judith A. Walker, Jenny L Hirth, Jay A. Zahn, Kathryn A. Weidner, David Zenobi, Patrick A. McKenna, Brooke L. Parker, Lynn E. Potter, Individually

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.



WESTERN SURETY COMPANY

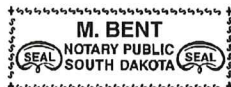
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of October in the year Two Thousand and Twenty Five between **InterCon Construction, Inc** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Sep 16, 2025** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

Bartillon Shelter Fiber Connection CONTRACT NO. 9673

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 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 FORTY THREE SEVEN HUNDRED FIFTY THREE AND 0/100 (\$143,753.00)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form

will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to ensure 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 affirmation 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 or 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

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

Article VIII

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

Article IX

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

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**
Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

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

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

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

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

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

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

- c. **Exemptions:** This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Bartillon Shelter Fiber Connection

CONTRACT NO. 9673

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

Countersigned:

InterCon Construction, Inc

Company Name


April J. Welch 10/2/25
Witness Date

[Signature] 10.2.25
President Date

April J. Welch 10/2/25
Witness Date

[Signature] 10/2/25
Secretary Date

CITY OF MADISON

 10/07/2025

Satya Rhodes-Conway, Mayor Date

 10/06/2025

Lydia A. McComas, City Clerk Date

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

 10/7/2025

David P Schmiedicke, Finance Director Date

Approved as to form:

 10/7/2025

for Michael Haas, City Attorney Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES 25-00499
ID No. 89757, adopted by the Common Council of the City of Madison on Sept. 16, 2025.

OCT 03 2025

Bond Number: SPA150650_048

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **InterCon Construction, Inc** as principal, and **SiriusPoint America Insurance Company** Company of New York as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FORTY THREE SEVEN HUNDRED FIFTY THREE AND 0/100 (\$143,753.00)** 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:

**Bartillon Shelter Fiber Connection
CONTRACT NO. 9673**

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 effort.

Signed and sealed this 1st day of October 2025

Countersigned:

InterCon Construction, Inc

Company Name (Principal)

April J. Weiler
Witness

[Signature]
President Seal

Kelli Chh
Secretary

SiriusPoint America Insurance Company
Surety Seal

☐ Salary Employee ☐ Commission

By [Signature]
Attorney-in-Fact Samuel Duchow

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 20082843 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

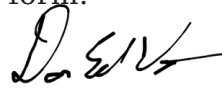
10/1/2025
Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

10/7/2025

Date



for City Attorney

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

JRYHUD01_0724

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27, 2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

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

Does hereby nominate, constitute and appoint:

Eliot Motu, Samuel Duchow

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

\$62,687,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

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

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

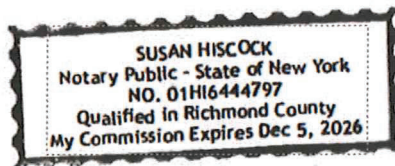


Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

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



Notary Public

My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of October, 2025



Paul Mihulka
President